



SAN RAFAEL CITY COUNCIL – TUESDAY, JANUARY 22, 2019

**SPECIAL MEETING AT 5:00 PM
CITY MANAGER’S CONFERENCE ROOM, CITY HALL
1400 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA**

1. Bicycle and Pedestrian Advisory Committee Interviews

Interview Applicants and Consider Appointments to Fill Four Four-Year Terms and One Four-Year Alternate Term to the End of November 2022, and Two Unexpired Four-Year Terms to the End of November 2019 on the San Rafael Bicycle and Pedestrian Advisory Committee Due to the Expiration of Terms of Tim Gilbert, Kate Powers, Kevin Hagerty, Daniel “DJ” Allison, Alternate Member Gerald Belletto and the Resignation of Joakim Osthus and Amy Beresford (CC)

Recommended Action – Interview Applicants and Make Appointments

**REGULAR MEETING
COUNCIL CHAMBERS, CITY HALL
1400 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA**

AGENDA

OPEN SESSION – COUNCIL CHAMBERS, CITY HALL

1. None.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL

2. Closed Session: None.

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

The public is welcome to address the City Council at this time on matters not on the agenda that are within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the City Council is not permitted to discuss or take action on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda. Comments may be no longer than two minutes and should be respectful to the community.

CITY MANAGER’S REPORT:

3. City Manager’s Report:

CONSENT CALENDAR:

The opportunity for public comment on consent calendar items will occur prior to the City Council’s vote on the Consent Calendar. The City Council may approve the entire consent calendar with one action. In the alternative, items on the Consent Calendar may be removed by any City Council or staff member, for separate discussion and vote.

4. Consent Calendar Items:

- a. **Approval of Minutes**
Approve Minutes of City Council / Successor Agency Regular Meetings of December 3, 2018 and December 17, 2018 and Special City Council Meeting of December 17, 2018 (CC)
Recommended Action – Approve as submitted
- b. **Bicycle and Pedestrian Advisory Committee Youth Member Reappointment**
Reappoint Youth Member Shoshana Harlem to the San Rafael Bicycle and Pedestrian Advisory Committee for a Two-Year Term to Expire at the End of December 2020 (CC)
Recommended Action – Approve staff recommendation
- c. **Design Review Board Vacancy**
Call for Applications to Fill One Unexpired Four-Year Term on the San Rafael Design Review Board to the End of June 2020, Due to Retirement of Term of Robert ‘Bob’ Huntsberry (CC)
Recommended Action – Approve staff recommendation
- d. **Legislative Advocacy Services**
Resolution Authorizing the City Manager to Execute an Agreement with Emanuels Jones & Associates for Legislative Advocacy Services, for a Period Beginning January 1, 2019 and Ending December 31, 2020, in an Amount Not-to-Exceed \$83,650 (CM)
Recommended Action – Adopt Resolution
- e. **Affordable Housing Agreement - 1200 Irwin Street Project**
Twelve-Month Review of Below Market Rate (BMR) Agreement Addressing Rent/Lease Options for the Mission/Irwin Carriage Houses Residential Development at 1200 Irwin Street; APN 014-013-05 (CD)
Recommended Action – Accept report
- f. **City Quarterly Investment Report**
Accept the City of San Rafael Quarterly Investment Report for the Quarter Ending December 31, 2018 (Fin)
Recommended Action – Accept report
- g. **FY 2018-19 Fleet Vehicle Purchases: Two Fire Engines**
Resolution Authorizing the City Manager to Purchase One Type 1 and One Type 6 Engine for the Fire Department for a Not-to-Exceed Amount of \$900,000 (PW)
Recommended Action – Adopt Resolution
- h. **Essential Facilities Consultants Contract Amendments**
 - 1) Resolution Authorizing the City Manager to Allocate Design Contingencies Previously Approved in the Essential Facilities Strategic Plan Budget to Amend the Professional Services Agreements with Mary McGrath Architects for Additional Services Related to Phase 1 Essential Facilities Projects (Fire Station 52 and the Fire Station 57) As Necessary for Additional Services in An Amount Not to Exceed \$60,324 (PW)

Recommended Action – Adopt Resolution

- 2) Resolution Authorizing the City Manager to Allocate Design Contingencies Previously Approved in the Essential Facilities Strategic Plan Budget to Amend the Professional Services Agreements with Kitchell CEM Inc. for Additional Services Related to Phase 1 Essential Facilities Projects (Fire Station 52 and the Fire Station 57) As Necessary for Additional Services in An Amount Not to Exceed \$49,980 (PW)

Recommended Action – Adopt Resolution

- i. **Engineering Services Associate with 2017 Storm Damage Repairs**

Resolution Approving and Authorizing the City Manager to Execute a First Amendment to the Agreement with Park Engineering for Engineering Support in Association with the 2017 Storm Damage Repairs, In the Amount of \$62,634.48, for a Total Contract Not-to-Exceed Amount of \$136,689.98 (PW)

Recommended Action – Adopt Resolution

- j. **2017 Storm Damage Repair - #21 San Pablo**

Accept Completion of the 2017 Storm Damage Repair at 21 San Pablo Avenue (City Project No. 11330) and Authorize the City Clerk to File the Notice of Completion (PW)

Recommended Action – Approve staff recommendation

SPECIAL PRESENTATION:

5. Special Presentation:

- a. **Marin County Major Crimes Task Force Update**

Presentation on Marin County Major Crimes Task Force (PD)

PUBLIC HEARING:

6. Public Hearing:

- a. **“TEFRA” Public Hearing for Tax-Exempt Financing - 55 Fairfax Street**

Resolution Approving Issuance of a Revenue Note by the California Municipal Finance Authority for the Purpose of Providing Financing for a Residential Rental Housing Facility Known as Casa Vista Apartments at 55 Fairfax Street, Pursuant to the Tax and Equity Fiscal Responsibility Act (“TEFRA”) (CD)

Recommended Action – Adopt Resolution

OTHER AGENDA ITEMS:

7. Other Agenda Items:

- a. **Professional Service Agreements for General Plan 2040 Technical Support**

Resolutions Authorizing the City Manager to Execute Professional Services Agreements for Technical Support for Development of the General Plan 2040 and the Downtown Precise Plan Totaling an Amount Not to Exceed \$1,458,933 (CD)

- 1) Resolution Authorizing the City Manager to Execute an Agreement for Professional Services with Placeworks, Inc. to Serve as Environmental Impact Review (EIR) and

Engineering and Infrastructure Technical Consultant for the General Plan 2040, with a Two-Year Term and Two Optional One-Year Extensions for a Total Contract Amount Up to \$569,069

Recommended Action - Adopt Resolution

- 2) Resolution Authorizing the City Manager to Execute an Agreement for Professional Services with Opticos Design, Inc. to Serve as General Plan Community Design and Downtown Precise Plan Technical Consultant for the General Plan 2040, With a Two-Year Term and Two Optional One-Year Extensions for a Total Contract Amount Up to \$493,500

Recommended Action - Adopt Resolution

- 3) Resolution Authorizing the City Manager to Execute an Agreement for Professional Services with BAE Urban Economics, Inc. to Serve as Economic and Fiscal Technical Consultant for the General Plan 2040, with a Two-Year Term and Two Optional One-Year Extensions for a Total Contract Amount Up to \$123,365

Recommended Action - Adopt Resolution

- 4) Resolution Authorizing the City Manager to Execute an Agreement for Professional Services with Fehr & Peers Associates, Inc. to Serve as Transportation Technical Consultant for the General Plan 2040, With a Two-Year Term and Two Optional One-Year Extensions for a Total Contract Amount Up to \$273,000

Recommended Action - Adopt Resolution

b. Wildfire Prevention and Protection Action Plan

Wildfire Prevention and Protection Action Plan Informational Report (FD)

Recommended Action - Accept informational report on draft Action Plan

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:

(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

8. Councilmember Reports:

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar:

a. Successor Agency Quarterly Investment Report

Acceptance of the San Rafael Successor Agency Quarterly Investment Report for the Quarter Ending December 31, 2018 (Fin)

Recommended Action - Accept report

ADJOURNMENT:

Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection in the City Clerk's Office, Room 209, 1400 Fifth Avenue, and placed with other agenda-related materials on the table in front of the Council Chamber prior to the meeting. Sign Language interpreters and assistive listening devices may be requested by calling (415) 485-3198 (TDD) or (415) 485-3066 (voice) at least 72 hours in advance. Copies of documents are available in accessible formats upon request. Public transportation is available through Golden Gate Transit,

Line 22 or 23. Paratransit is available by calling Whistlestop. Wheels at (415) 454-0964. To allow individuals with environmental illness or multiple chemical sensitivity to attend the meeting/hearing, individuals are requested to refrain from wearing scented products.



SAN RAFAEL CITY COUNCIL STAFF REPORT

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: _____

TOPIC: BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE INTERVIEWS

SUBJECT: INTERVIEW APPLICANTS AND CONSIDER APPOINTMENTS TO FILL FOUR FOUR-YEAR TERMS AND ONE FOUR-YEAR ALTERNATE TERM TO THE END OF NOVEMBER 2022, AND TWO UNEXPIRED FOUR YEAR TERMS TO THE END OF NOVEMBER 2019 ON THE SAN RAFAEL BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE DUE TO THE EXPIRATION OF TERMS OF TIM GILBERT, KATE POWERS, KEVIN HAGERTY, DANIEL “DJ” ALLISON, ALTERNATE MEMBER GERALD BELLETTO AND THE RESIGNATION OF JOAKIM OSTHUS AND AMY BERESFORD

RECOMMENDATION:

Interview the following applicants and appoint applicants to the Bicycle and Pedestrian Advisory Committee to fill four four-year terms and one alternate four-year term with a term to expire the end of October 2022, and one unexpired four-year term to the end of November.

Group 1 Arrive by 5:00 p.m.	Group 2 Arrive by 5:20 p.m.	Group 3 Arrive by 5:50 p.m.
Kevin Hagerty	Philip Mooney	Marc Solomon
Kate Powers	Stephen Bingham	Erik Wikman
Ross Elkins	Bernard Samet	Gerald Belletto
Daniel ‘DJ’ Allison	Curt Simon	Judith Caldwellader

BACKGROUND:

At the meeting of September 17, 2018, the City Council called for applications to fill one unexpired four-year term due to the resignation of Joakim Osthus. At the meeting of October 1, 2018, the City Council called for applications to fill four, four-year terms and one alternate four-year on the Bicycle and Pedestrian Advisory Committee due to the expiration of terms of Tim Gilbert, Kate Powers, Kevin Hagerty, Daniel “DJ” Allison and Alternate Member Gerald Belletto. Since then, Amy Beresford submitted her resignation on the Bicycle and Pedestrian Advisory Committee, and due to the high number of applications, staff recommends the interview and appointment be conducted along with the other vacancies. Eighteen (18) applications were received in the City Clerk’s Office by the deadline of Tuesday, October 23, 2018; however, staff

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

determined that one of the applicants was not a resident of the City of San Rafael, and therefore, ineligible to apply. All incumbents, with the exception of Tim Gilbert, reapplied.

Due to the high volume of applications received, a subcommittee of the City Council carried out an initial review of the seventeen applications and selected twelve to be interviewed by the full City Council.

COMMUNITY OUTREACH:

The call for applications for Bicycle and Pedestrian Advisory Committee was advertised in Snapshot (the City Manager's e-newsletter), the City website, NextDoor and Facebook social media platforms.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

RECOMMENDED ACTION:

Interview applicants and make appointments.

ATTACHMENTS

1. Twelve (12) applications

Profile

Which Boards would you like to apply for?

Bicycle & Pedestrian Advisory Committee: Submitted

Kevin M Hagerty
First Name Middle Initial Last Name

[Redacted]
Email Address

[Redacted] Suite or Apt

San Rafael CA 94901
City State Postal Code

29 Years
Resident of the City of San Rafael for how many years?

Home: (415) [Redacted] Mobile: (415) [Redacted]
Primary Phone Alternate Phone

Retired
Employer Job Title

Business Address

NA - Retired

Interests & Experiences

Do you participate in any civic activities?

Yes

List any civic organizations of which you are a member:

Current Vice Chair of City of San Rafael Bicycle and Pedestrian Advisory Committee (BPAC) President, Glenwood Neighborhood Homeowners Association Vice Chair, Marin Coalition Member, Sterring Committee, San Rafael Federation of Neighborhoods Member, Board of Directors, Point San Pedro Road Coalition Member, Citizen's Oversight Committee, Marin Transportation Authority Member, Board of Directors, League of Women Voters of Marin

Education:

University of California, Berkeley, Bachelor of Sciences Degree in Business Administration Saint Mary College of California, Master of Business Administration

Why are you interested in serving on a board or commission?

I am interested in continuing my role on the BPAC for s second term. Over the last number of years that I have served on the BPAC we have make a lot of progress, most recent;y completing a new Bike and Ped Master Plan fro the City. But there is still work to do. While many members on BPAC are focusing on mostly bicycle issues, my main area of interest is on pedestrian issues. My career experience working as Director of the San Francisco Parking Authority, Manager of Transportation Services at the University of California, Berkeley and as Manager of Customer Access Department at the Bay Area Rapid Transit (BART) have helped me a lot in being able to analyze transportation related issues brought before BPAC,

Describe possible areas in which you may have a conflict of interest with the City:

I have no conflicts.

Upload a Resume

Profile

Which Boards would you like to apply for?

Bicycle & Pedestrian Advisory Committee: Submitted

Kate _____ **Powers** _____
First Name Middle Initial Last Name

Email Address

Street Address Suite or Apt

San Rafael _____ **CA** _____ **94903** _____
City State Postal Code

13 _____
Resident of the City of San Rafael for how many years?

Home: (415) _____ **Mobile: (415)** _____
Primary Phone Alternate Phone

Not currently employed _____
Employer Job Title

Business Address

N/A

Interests & Experiences

Do you participate in any civic activities?

Current activities include: current board member (past president, 3 years) Marin Conservation League, current nominating chair for Environmental Forum of Marin, current member of Community Development committee for Terra Linda Homeowners Association

List any civic organizations of which you are a member:

Transportation Authority of Marin Citizen's Oversight and the Sales Tax Renewal Expenditure Committees, San Rafael's General Plan 2040 Steering Committee, current BPAC member

Education:

BA Environmental Design, CU, Boulder (Colorado) Natural history and field study classes at College of Marin

Why are you interested in serving on a board or commission?

I'd like to serve one more term on SR's BPAC to support implementation of priority and other projects that were identified in the recently adopted Bicycle Pedestrian MasterPlan update. I am dedicated to safe, and comfortable, travel through San Rafael by bicycle and on foot. Serving on the BPAC informs my work on TAM's COC and vice versa. I think I add value as a link between the environmental community and the bicycle advocacy community through my BPAC service.

Describe possible areas in which you may have a conflict of interest with the City:

I have no conflicts of interest that I know of.

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Profile

Which Boards would you like to apply for?

ADA Access Advisory Committee: Submitted
Bicycle & Pedestrian Advisory Committee: Submitted

Ross _____ Elkins _____
First Name Middle Initial Last Name

_____ _____
Email Address

_____ _____
Street Address Suite or Apt

San Rafael _____ CA _____ 94901
City State Postal Code

44 years _____
Resident of the City of San Rafael for how many years?

Mobile: (415) _____ Home: (415) _____
Primary Phone Alternate Phone

retired _____ Electrical/Computer Engineer,
Employer Auto shop teacher SRHS ROP,
Job Title auto mechanic

Business Address

n/a

Interests & Experiences

Do you participate in any civic activities?

I participate in public reachout through my interest in Astronomy and investment in professional level equipment.

List any civic organizations of which you are a member:

Its a nice time to start now that I am retired.

Education:

ASEE electical engineering

Why are you interested in serving on a board or commission?

So that I can help by giving back to my community

Question applies to ADA Access Advisory Committee

Please describe your involvement with the disabled community in San Rafael:

Ross My brother Dr. Alan Elkins was a paraplegic for many years so I learned a lot thru helping him and dealing with the issues personally. As a former auto mechanic, I met with local shops that specializes in handicapped equipment in order to learn about, install and repair the gear that made my brothers life easier, from wheelchairs to powered chairs, automotive hand controls, ramps, automated doors etc. My brother was a psychiatrist and we talked alot about the pressures, fears, the good and bad of living with a lifechanging incident.

Question applies to ADA Access Advisory Committee

If selected to serve, what reasonable accommodation requests should the committee facilitator know in order for you to fully participate?

n/a

Question applies to ADA Access Advisory Committee

Do you officially represent an organization, agency, or group with services for people with disabilities?

Yes No

Question applies to ADA Access Advisory Committee

If Yes to the question above, please indicate the name of the group and your position, and attach a letter of reference:

n/a

Describe possible areas in which you may have a conflict of interest with the City:

Cannot think of any.



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Profile

Which Boards would you like to apply for?

Bicycle & Pedestrian Advisory Committee: Submitted

Dj Allison
First Name Middle Initial Last Name

[Redacted]
Email Address

[Redacted] Suite or Apt

San Rafael CA 94901
City State Postal Code

5
Resident of the City of San Rafael for how many years?

Home: (858) [Redacted] Home:
Primary Phone Alternate Phone

AECOM Project Manager, Environmental
Employer Job Title Planner

Business Address

300 Lakeside Drive, Ste 400 Oakland, CA

Interests & Experiences

Do you participate in any civic activities?

Yes, I am currently the Chair of the Bicycle and Pedestrian Advisory Committee. I also serve as a member on the General Plan 2040 Steering Committee.

List any civic organizations of which you are a member:

Marin County Bicycle Coalition, Friends of China Camp

Education:

B.S. Ecology and Systematic Biology California Polytechnic State University, San Luis Obispo

Why are you interested in serving on a board or commission?

As a member of the committee for the past 5 years, I feel that my contributions have been meaningful in moving forward the City's goals of creating a safer and more connective bike and pedestrian network. I worked very hard over the past several years to help the City complete its recent Bicycle and Pedestrian Master Plan Update and I am really excited to continue working with the City as you begin to implement aspects of the plan. With upcoming changes to the transit center and SMART, this a critical time to make sure that we 'get it right' in terms of safer bike and ped infrastructure. I think that my history on the committee, experience working with City staff, and willingness to compromise and make practical recommendations is going to be a valuable resource to the City over the next 4-year term. As resident in my 30's and with young kids, I often think my demographic is under-represented on City boards and commissions. I think I bring valuable and often missing perspective to this committee and other civic activities.

Describe possible areas in which you may have a conflict of interest with the City:

None

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Profile

Which Boards would you like to apply for?

Bicycle & Pedestrian Advisory Committee: Submitted

Philip R Mooney
First Name Middle Initial Last Name

[Redacted]
Email Address

[Redacted] Suite or Apt

San Rafael CA 94901
City State Postal Code

5 years
Resident of the City of San Rafael for how many years?

Home: (219) [Redacted] Home:
Primary Phone Alternate Phone

Sonoma State University Instructional Faculty and SSPII
Employer Job Title
Instructional Technician -
Department of Geology

Business Address

1801 East Cotati Ave Rohnert Park, CA. 94928

Interests & Experiences

Do you participate in any civic activities?

Ride Leader for the San Rafael Bike Dawgs High School MTB Team

List any civic organizations of which you are a member:

Gerstle Park Neighborhood Association

Education:

Bachelors in Environmental Geology from DePauw University in Greencastle, IN Masters in Geology from University of California - Davis

Why are you interested in serving on a board or commission?

I believe that prioritizing alternative forms of transportation can fundamentally improve a city. I'm a proponent of walkable cities, bicycle friendly infrastructure, and plentiful public transportation options. Well thought out projects that lower the activation energy of choosing to walk or bike will have clear benefits for San Rafael, namely creating a connected, safe, and personable community, reducing car congestion, improving public health, and increasing accessibility for all economic levels. My long term goal is to help create a community where my 2 year old daughter doesn't need to rely on a car to get around!

Describe possible areas in which you may have a conflict of interest with the City:

None come to mind


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SUMMARY OF QUALIFICATIONS

Academic training in geology, experience teaching, and superb people skills. Extensive background in the cycling world as both a professional racer and marketing/communication specialist.

PROFESSIONAL EXPERIENCE

Instructional Faculty & Technician: *Sonoma State University Department of Geology* Dec. 2013- Present

- Instructor for introductory undergraduate geology courses, including lectures and labs.
- Lead and co-lead undergraduate level field geology courses consisting of up to 36 students on 5-10 day camping-based field trips in locations throughout the western US and Canada.
 - Courses include Introduction to Geologic Mapping, Structural Geology, Sedimentology, Paleontology, and Igneous and Metamorphic Petrology.
 - Coordinate all logistics of field trips including: reservations, transportation, gear, food, and teaching supplies on 8 separate trips totaling 46 days of field work each year.
- Manage Sonoma State Universities thin section laboratory and rock cutting room. Developed the thin section lab protocol and wrote a guide to producing petrographic thin sections.
- Manage complete inventory of SSU Department of Geology supplies worth in excess of \$1 million.

Team Manager: *Team Marc Pro Cycling Domestic Elite Road Cycling Team* Aug. 2014-Present

- Recruited and secured team sponsors to support a road bicycle racing team, with total sponsorship in excess of \$300,000. Recruit and manage a 15-rider roster of elite cyclists racing a comprehensive international race schedule. Hire and support staff members for races around the world.
- Manage all internal and external team communication.

Professional Cyclist: *UCI Continental Professional Road Cyclist* Jan. 2011- Dec. 2013

Team Raleigh (UK) : Team Jamis-Sutter Home (USA) : Team Jamis-Hagens Berman (USA)

- Full-time professional cyclist on the UCI European Tour (2011) & UCI America Tour (2012, 2013).
- Served in a team management, marketing, and communications role in addition to racing.
 - Wrote all official team press releases and external communications which were distributed to an email list of 4,000+, numerous cycling media contacts, a social media following of 5,000+, and prominently displayed on the team website.

ACADEMIC TRAINING

University of California, Davis, Davis, CA

Masters in Geology, 3.94 GPA, Structural Geology, Sedimentary Basin Analysis, and Tectonics

DePauw University, Greencastle, IN

Bachelor of Arts Degree, 3.77 GPA, Major in Environmental Geosciences, Science Research Fellow

OTHER SKILLS AND EXPERIENCE

Leadership & Community Service:

- Numerous leadership positions in various cycling organizations including serving as the assistant Coach of the San Rafael Bike Dawgs High School Mountain Bike Team

Miscellaneous:

- USA Cycling Pro Category XC Mountain Bike Racer, Category 1 Road Bike Racer, and Category 1 Cyclocross Racer
- Certified as a NOLS Wilderness First Responder with extensive experience camping and backpacking
- PADI certified open water diver

Profile**Which Boards would you like to apply for?**

Bicycle & Pedestrian Advisory Committee: Submitted

Stephen

First Name

Bingham

Middle Initial

Last Name

[REDACTED]
Email Address[REDACTED]
Street Address

Suite or Apt

San Rafael

City

CA

State

94903

Postal Code

2000

Resident of the City of San Rafael for how many years?

Home: (415) [REDACTED]

Primary Phone

Mobile: (415) [REDACTED]

Alternate Phone

Sylvia Bingham Fund

Employer

Co-Director

Job Title

Business Address

353 Hibiscus Way

Interests & Experiences**Do you participate in any civic activities?**

As co-director of Sylvia Bingham Fund, work on bicycle safety issues locally and at State level, including work with Marin County Bicycle Coalition, Families for Safe Streets and Ride of Silence. Member of Rapid Response Network of Grassroots Community Coalition of Immigrant and Civil Rights, focused on legal issues. Member Back on the Road Coalition (State legislative advocacy to redress problem of suspended drivers licenses of low-income drivers unable to pay traffic tickets)

List any civic organizations of which you are a member:

National Lawyers Guild, Social Justice Center of Marin, Marin Peace and Justice Center, Rapid Response Network of Grassroots Community Coalition of Immigrant and Civil Rights, Back on the Road Coalition

Education:

B.A. Yale, 1964; J.D., Berkeley Law (formerly Boalt Hall), University of California

Why are you interested in serving on a board or commission?

My daughter was killed biking to work in Cleveland at age 22, nine years ago. Ever since, I have become increasingly involved in bike safety issues. I am also concerned that not enough attention is paid to bike safety issues of those who live in poor communities such as the Canal and Marin City. The bike movement has up til now been too white, though that is fortunately changing.

Describe possible areas in which you may have a conflict of interest with the City:

none



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Resume

Stephen Bingham

██████████ *San Rafael, CA 94903*
██████████

Admitted California State Bar, 1969; U.S. District Ct, Northern District of California, 1970

Education Yale University, B.A. 1964; Berkeley Law (Boalt Hall) (U.C. Berkeley), J.D. 1969

Employment 2009-Present: Co-Director (unpaid), Sylvia Bingham Fund
1990 - 2013: Staff Attorney, Economic Security Unit, Bay Area Legal Aid
(formerly San Francisco Neighborhood Legal Assistance Program).
-- 1998 to 2013: Director PAES Client Advocacy Project
-- 1999 to 2013: Director, Legal Barriers to Employment Project
-- 2000 to 2013: Director, CalWORKs Client Advocacy Project

1996 to 2001: part-time Staff Attorney, National Center for Youth Law.

1986 to 1992: Adjunct Instructor, New College School of Law.

1984 to 1990: Associate, Sigman & Lewis (pension litigation firm)

1974 to 1983: documentary film study and production, University of Paris;
house painting and apartment renovation

1971: Attorney, Telegraph Avenue Law Collective (general civil, labor practice).

1969-1971: Reginald Heber Smith Community Law Fellow, Berkeley
Neighborhood Legal Services.

Summer, 1965: Legal Intern, Civil Rights Division, US. Department of Justice.

Current Professional Membership and Activity

National Lawyers Guild

Coleman Advocates for Youth and Children, Board Member and Treasurer

Back on the Road Coalition (State legislative advocacy to redress problem of suspended drivers
licenses of low-income drivers unable to pay traffic tickets)

Rapid Response Network, Grassroots Coalition for Immigrant and Civil Rights

Publications

"Welfare Reform: Contingent Workers Should Receive Unemployment Compensation Instead,"
22 Fordham Urban Law Journal 937 (1995).

(co-authored with Luna Yasui): "The Legal Barriers to Employment Project – A New Model,"
Clearinghouse Review, May-June 2009 (Rev. Sept. 2018)

Profile

Which Boards would you like to apply for?

Bicycle & Pedestrian Advisory Committee: Submitted

Bernard J Samet
First Name Middle Initial Last Name

[Redacted]
Email Address

[Redacted] Suite or Apt

San Rafael CA 94903
City State Postal Code

30
Resident of the City of San Rafael for how many years?

Mobile: (415) [Redacted] Mobile: (415) [Redacted]
Primary Phone Alternate Phone

Retired
Employer Job Title

Business Address

Was Handball, Squash and Cycling Director at the Olympic Club in San Francisco 524 Post Street SF, Ca 94102. From 1987 -2013.

Interests & Experiences

Do you participate in any civic activities?

Cycled in various events over the years. Acutely aware of cycling conditions locally.

List any civic organizations of which you are a member:

N/A

Education:


Masters Degree in Biology and also Phys. Education (U. of Michigan)

Why are you interested in serving on a board or commission?

Any input to improve conditions for cyclists is something I don't want to pass up

Describe possible areas in which you may have a conflict of interest with the City:

None


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San Rafael, Ca 94903

OBJECTIVE: A position in Club Management capitalizing on my demonstrated leadership skills to make decisions, plan and develop programs.

AREAS OF INTEREST:

Program Development	Health Improvement/Maintenance
Writing	Exercise & Nutritional Counseling
Budget Management	Corporate Efficiency

EDUCATION:

Certified as an Exercise Specialist by ASCM (1983).
 M.A. Physical Education - University of Michigan (1981).
 M.S. Biology - Wayne State University (1972).
 B.S. Biology - City College of New York (1969).

QUALIFIED BY: Over thirty-five years of direct contact/communication with the public.

Public Speaking	Employee Management Relations	Teaching Experience
Health Education	Management/Supervision	Labor Negotiations
Exercise Counseling	Budget Management	

RECENT EMPLOYMENT: Athletic Staff/Handball Director - organize administer the largest private handball program in the country; teach classes in nutrition and exercise; for 16 years also organized and administered the Club's squash program; budget management for the following sports: handball, squash, cycling, rifle, pistol and shotgun; senior fitness instructor; spinning instructor; CPR/AED instructor. The Olympic Club, 524 Post St., San Francisco, Ca 94102. Gary Crook, Athletic Director. 415.345-5115. June 1987-July 2013.

Fitness Instructor for Seniors (part-time). Concordia-Argonaut Club. 1142 Van Ness Ave., San Francisco, Ca 94109. Henry Johns, Gen. Mgr. 415.673-9522. July 2000-June 2013.

Spin Instructor (part-time). Marin JCC. 200 North San Pedro Rd., San Rafael, Ca 94903. Kelly Maciel, Fitness Director. 415.444-8036. 1999-2006.

ADDITIONAL EMPLOYMENT: Asst. Administrator - environmental health; community education/organization; supervise field and clerical staff; write quarterly reports; manage 350k budget; Supervised citywide health education program. Dept. of Health. Detroit Mich. Barbara Wash Administrator. Aug. 1985-June 1987.

Teacher - anatomy and physiology. Henry Ford Community College. Dearborn Mich. Ed Krol, Dean. 313.845-9646. 1985. Stress testing for cardiovascular techs. Schoolcraft CC. Marvin Gans, Dean. 1984.

Exercise Technician - health promotion project. Stress testing patient orientation and education. Wayne State Univ., Dept. of Family Med. Detroit Mi. William VonValtier, Dir. 313.577-1486.

Emergency Mobile Medical Technician - Detroit Fire Dept. 1972-1980

Profile

Which Boards would you like to apply for?

Bicycle & Pedestrian Advisory Committee: Submitted

Curt _____ Simon _____
First Name Middle Initial Last Name

Email Address

Street Address

206 Ross Valley Dr, 101
Suite or Apt

San Rafael _____ CA _____ 94901 _____
City State Postal Code

20 _____
Resident of the City of San Rafael for how many years?

Mobile: (415) _____ Home: (415) _____
Primary Phone Alternate Phone

Retired _____
Employer Job Title

Business Address

369B 3rd St #101 San Rafael, CA 94901

Interests & Experiences

Do you participate in any civic activities?

see Civic Organizations

List any civic organizations of which you are a member:

Marin Cyclists Marin County Sheriff Mountain Search and Rescue

Education:

UC Berkeley

Why are you interested in serving on a board or commission?

Real estate finance background. Think my perspective can help. Active outdoorsman

Describe possible areas in which you may have a conflict of interest with the City:

I don't believe I have any areas of conflict


Upload a Resume

CURT SIMON

San Rafael, CA 94901

(cell) (fax)

With *entrepreneurial experience* in real estate construction, commercial and residential finance, and publishing, I have a talent for establishing relationships with leaders and decision makers. I am good at understanding the political logistics of organizations.

I am a rapid understudy who flourishes in environments where thinking on one's feet is critical. I see the big picture and understand the nuances that make or break a deal.

EXPERIENCE:

IMSS Ltd Interiors

2009-2012

Senior Sales Manager- International hotel casegoods manufacturer. Primary responsibilities included finding, contacting decision maker and closing contracts for major international hotel chain development projects.

Digi-Shark Technologies

2007-2009

Partner- Startup digital image search engine company. Responsibilities included initiation and resolution of all customer/user and investment contacts as well as setting up all business structures.

iTech Research LLC

1999-2001

Partner- Launched service to publish books and web sites for Information Technology companies. Responsible for developing sales model, implementing strategy, and initiating client contacts. Closed deals with Palm, Oracle, SAP, Sprint, AMD, and Siebel Systems.

Montgomery Research

1998-1999

Account Executive- B2B publishing company. Initiated relationships and closed deals with Bank of America and MasterCard.

Simon Associates/Marin Investments

1994 - present

Owner. Started and operated a private mortgage brokerage company specializing in both residential and commercial real estate loan originations.

Brownstone Investments

1990 - 1994

Senior Partner. Co-founded a real estate sales/brokerage company specializing in commercial real estate sale/leasebacks for publicly traded retail chains, REITS and oil companies. I was responsible for all sales prospecting, lead development, and client relationships. We successfully represented Tammel-Crowe, Heitman Financial and Ashland Oil each in a \$10,000,000+ purchase or sale/leaseback as well as being Beacon Oil's exclusive broker for its intended sale/leaseback of 1000 gas stations before it was acquired, in a hostile takeover, by BP.

Post College

I was a ski instructor. I traveled extensively, in Europe, South America, the East, the South Pacific. I lived in Europe, and India. I visited Lhasa, Tibet. I worked for a hunting guide in Alaska, and helped make a wilderness experience movie documenting living off the land inside the Arctic Circle. I bought and renovated a classic sailboat, learned seamanship the hard way, taught myself celestial navigation; successfully logged more than 15000 miles using only a sextant; learned boat repair on the high seas as a result of unplanned attendance in hurricane survival school.

On my return to land, I began buying and selling residential and commercial property for my own account.

INTERESTS/ACTIVITIES:

Licensed California Real Estate Broker

Bought, sold, built, financed, refinanced, hypothecated and/or managed commercial and residential real estate for my own account and for others'

Four years on the Board of Advisors for Sequoia National Bank

Well read and have excellent communications skills-both written and verbal

Avid skier, bicyclist and backpacker; enjoy sailing;

Sponsorship Chair-Marin Cyclists

Team member Marin county Sheriff's Mountain Search and Rescue

EDUCATION:

Attended UC Berkeley. Majored in English

Profile

Which Boards would you like to apply for?

Bicycle & Pedestrian Advisory Committee: Submitted

Marc _____ Solomon _____
First Name Middle Initial Last Name

Email Address

Street Address Suite or Apt

San Rafael _____ CA _____ 94901 _____
City State Postal Code

3 _____
Resident of the City of San Rafael for how many years?

Mobile: (707) _____ Mobile: (707) _____
Primary Phone Alternate Phone

Hazen and Sawyer _____ Vice President _____
Employer Job Title

Business Address

201 Mission St, Ste 500 SF, CA 94105

Interests & Experiences

Do you participate in any civic activities?

In the past while living in Sonoma County i have been active in civic engagement including: school board member, chamber board member, Chair of Leadership Santa Rosa, Open Space District Citizens Advisory Committee, and Santa Rosa Junior College adjunct professor.

List any civic organizations of which you are a member:

None currently.

Education:

Bachelor of Science, Civil Engineering, Duke University Master of Public Health, Tulane University

Why are you interested in serving on a board or commission?

I am an avid biker and hiker and see how there could be improvements to the local bike and pedestrian access.

Describe possible areas in which you may have a conflict of interest with the City:

No known conflict of interests.

[Redacted text]

[Upload a Resume](#)

Marc S. Solomon, P.E.

Education

B.S./Civil Engineering/Duke
University/North Carolina
M.S./Public Health/ Tulane
University/ Louisiana

Professional Registrations

PE: CA/WA/OR/OH/
PA/LA
Water Treatment Plant Operator
License
Water Distribution System
Operator License
Board Certified Environment
Engineer
Diplomat, Water Resource
Engineer
Value Engineer Certification

Memberships

Chamber of Commerce, Past
Board Member
Leadership Santa Rosa Class
XIV
Leadership Santa Rosa, Past
Chair (7 years)
Santa Rosa Junior College
Adjunct Instructor
Sonoma County Agricultural
Preservation and Open Space,
Past Citizens Advisory Board
Water Environment Federation
American Academy of
Environmental Engineers
American Water Works
Association
WateReuse Association

PROFESSIONAL SUMMARY

Mr. Solomon brings a strong technical foundation with well-balanced experience in managing engineering, environmental, and surveying staff. His broad technical experience has exposed him to all phases of a project including planning, design, construction, and Operations & Maintenance. As a practicing engineer Mr. Solomon has a very well-rounded technical background in all aspects of infrastructure. This technical experience and his interpersonal skills enhances Marc's ability to work effectively at all levels inside and outside an organization with elected officials, executives, engineers, regulatory agencies, contractors, civic organizations, and the general public.

Marc's diverse background includes public agency, private sector, and nonprofit experience. This tri-sector experience bolsters his knowledge and credibility and allows him to engage and collaborate across public, private, and community sectors. He brings a unique background in all phases of the engineering industry including CIP preparation, customer service, project management, technical capabilities, financial management, strategic planning, human resources, and overall leadership.

Mr. Solomon is known as a collaborator and consensus-builder. Through collaboration he is able to gain the trust of people and therefore lead them in problem solving. As a consensus-builder Marc can bring together diverse opinions and develop a clear vision of the long-term strategies. His roll-up-the-sleeves style and good interpersonal skills allows Marc to develop trust within his teams. Throughout his career Mr. Solomon has a strong record of achieving budget objectives while maintaining strong morale; this is accomplished with a blend of a collegial approach, strong management skills, and setting a clear vision for the organization.

Marc brings an energetic and articulate personality. Some of Mr. Solomon's leadership characteristics and skills include:

- Maintains a high level of authenticity and Integrity.
- Sets clear goals and maintains accountability.
- Clearly communicates a vision.
- Inspires and leads by example.
- Acts as mentor and coach providing guidance, direction, and encouragement.
- Challenges individuals and the team.
- Recognizes good work and people.
- Helps people see beyond their self-interests and focus on team interests.
- Self-awareness, self-discipline, and judicious self-expression.

Marc S. Solomon, P.E.

EMPLOYMENT HISTORY

Hazen and Sawyer, San Francisco Bay Area, CA

Feb 2014-Present

Position Descriptions

- Northern California Manager

Accomplishments

- Started the northern California operation for Hazen and developed a strong team of professionals serving water and wastewater agencies throughout northern California.
- Principal and project manager for multi-discipline, multi-million dollar design and construction CIP projects.
- Water, wastewater, and recycled water subject matter expert.
- Managing CEQA projects throughout California.
- Instituted succession planning as part of all hiring.
- Instituted a safety program in light of the majority of work being performed at treatment plants.
-

Winzler & Kelly/GHD, San Francisco Bay Area, CA

Jan 1993-Feb 2014

Position Descriptions (in chronological order)

- Engineering and Survey Manager.
- San Diego Office Manager responsible for 24 FTEs
- Santa Rosa Office Manager responsible for 95 FTEs
- Northwest Region Manager responsible for 175 FTEs
- Southwest Region Manager responsible for 90 FTEs

Accomplishments

- Senior project manager, construction manager, and principal for multi-discipline, multi-million dollar design and construction CIP projects. Subject matter expert for wastewater pump stations and pipelines.
- Interim City Engineer for the City of Rohnert Park and City of Cotati: prepared CIPs, selected consultants, provided construction management, managed development review, provided permitting, and interacted with elected officials and the public.
- Operations manager responsibilities included strategic goal setting; financials; annual budget preparation; recruit, train, coach, and mentor staff; and overall region leadership.
- Turned-around the lowest performing region into a top performer with development of a high performing team, improved management process, and established accountability.
- Instituted succession planning as part of all hiring.

Marc S. Solomon, P.E.

- Instituted a safety program in each operation unit.
- Conceived, developed, initiated, and led company leadership program entitled “LEADERSHIP Winzler & Kelly”, which gained national recognition for developing talent. The program was developed using the Leadership Santa Rosa (LSR) model after Marc’s 7-years as LSR Chair.
- Mentored and coached staff annually; including the training of 8 office managers.
- Initiated and led the development and roll-out of a Customer Relations Management program at all levels in the organization. Mr. Solomon has presented numerous seminars on customer service.
- Initiated office/region business plan development, quarterly business plan reviews, and forecasting.
- Active participant on the Executive Management Team.
- Adjunct instructor at Santa Rosa Junior College and guest lecturer at various organizations.
- LSR Chair for 7 years.
- Initiated Winzler & Kelly’s participation in the PD’s Celebrate Community program.

GS Dodson and Associates, Walnut Creek, CA

July 1986-Jan 1993

Position Descriptions

- Engineering Manager and Senior Project Manager

Accomplishments

- Developed Capital Improvement Programs (CIP) for numerous agencies and cities.
- Project manager and construction manager for CIP projects for Bay Area’s largest water and wastewater agencies as well as other California agencies and cities.
- Nationally-recognized wastewater pump station and pipeline subject-matter expert; designed the world’s largest raw wastewater pump station.
- Responsible for developing short- and long-term strategic goals for the company.
- Managed engineering and CAD staff and created CAD standards.
- Developed company Project Management and QA/QC manuals.
- Responsible for staff hiring, retention, morale, and mentoring.
- Officer of the company and member of the Executive Committee.
- Guest lecturer at various organizations including University of California, Berkeley.

Profile

Which Boards would you like to apply for?

Bicycle & Pedestrian Advisory Committee: Submitted

Erik _____ D _____ Wikman _____
First Name Middle Initial Last Name

Email Address

Street Address Apt A _____
Suite or Apt

San Rafael _____ CA _____ 94901 _____
City State Postal Code

22 Years, 3 year outside residence
until July 1st 2018
Resident of the City of San Rafael for how many years?

Home: (415) _____ Home: (415) _____
Primary Phone Alternate Phone

Marin General Hospital _____ Trauma Services Specialist _____
Employer Job Title

Business Address

Marin General Hospital Trauma Services 250 Bon Air Rd Room L105 Greenbrae, CA 94904

Interests & Experiences

Do you participate in any civic activities?

Yes

List any civic organizations of which you are a member:

President & CEO of Fair Care Project, a start-up non-profit in San Rafael with the goal of bringing healthcare system education and advocacy to those with limited financial needs. (Unpaid)

Education:

Master of Public Administration with a Healthcare Services Administration Concentration from University of San Francisco. Graduated with global academic honors and was initiated into Pi Alpha Alpha for my honors. Bachelor of the Arts Degree, criminal justice and criminology major from Sonoma State University.

Why are you interested in serving on a board or commission?

Having worked in healthcare for almost 7 years, 4 of which have been dedicated to the Trauma Service department at Marin General Hospital, I have seen and experienced the outcome of bicycle and pedestrian related traumatic injuries. Having seen this side of the injury spectrum, and the goal of prevention, my experience and knowledge would be of great value to this committee.

Describe possible areas in which you may have a conflict of interest with the City:

I have no financial conflict of interest with the City of San Rafael to declare at this time. My non-profit does not receive any funding from the city, county, or state. I was an employee with the San Rafael Police Department for approximately 3 years as a police cadet. I left on good terms at the end of the 3 year term.


Upload a Resume

Erik Wikman

www.linkedin.com/in/edwikman

Healthcare Analyst and Systems Change Advocate

Accomplished healthcare analyst skilled at solving complex challenges. Creative and dynamic leader with proven expertise in driving policy change and program initiatives that lead to increased revenue, enhanced health outcomes and patient satisfaction. Passion for making data-driven systems-level change to help those most in need of services.

Professional Experience

Marin General Hospital 2011 to present
Trauma Services Specialist; Clinical Laboratory Specialist; Patient Access Representative

Major Responsibilities and Achievements:

- Manage the sharing of information to enhance financial compliance, injury prevention efforts, and performance improvement to maintain designation as a Level III Trauma Center.
- Conduct program evaluation and contractual analysis leading to significant increases in reimbursement from private, commercial and government payers.
- Analyze claims to accurately report rendered services and ensure that clean claims are submitted to MediCal and Medicare.
- Collaborate in cross-functional teams throughout hospital and County public health system partners.
- Communicate findings of complex data analysis and program evaluation in academic-quality reports.

City of San Rafael Police Department

Police Cadet 2012-2015

- Conducted analysis of equipment expenditures leading to significant costs savings.

Education

Master of Public Administration; University of San Francisco

- Health Services Administration Concentration; Phi Alpha Alpha Academic Honor Society

Bachelor of Arts; Criminal Justice and Criminology; Sonoma State University

Volunteer Leadership

- **Fair Care Project**, President. Founding member of nonprofit organization dedicated to innovating healthcare systems through policy advocacy and consumer education programs.
- **Twin Cities Police Department**, Police Explorer. Named Police Explorer of the Year (2011).
- **California Reentry Program**, Inmate Advocate. Assisted inmates with pre-release preparation, including access to MediCal, housing, education and rehabilitation programs.

Certifications

- Certified Professional Medical Auditor, Certified Professional Compliance Officer, Certified Associate in Project Management (completion expected 2018)
- BLS/First Aid/CPR (American Health Association); FEMA: ICS100, ICS 100HCB, ICS 325, ICS 700, ICS 800

Profile

Which Boards would you like to apply for?

Bicycle & Pedestrian Advisory Committee: Submitted

Gerald F Belletto
First Name Middle Initial Last Name

[Redacted]
Email Address

[Redacted] Suite or Apt

San Rafael CA 94901
City State Postal Code

44 yrs
Resident of the City of San Rafael for how many years?

Home: (415) [Redacted] Mobile: (415) [Redacted]
Primary Phone Alternate Phone

ret.
Employer Job Title

Business Address

N/A

Interests & Experiences

Do you participate in any civic activities?

Yes

List any civic organizations of which you are a member:

SSR Planning Commission, 1 term CCAP update BPAC alt.

Education:

College plus Teach Cred.

Why are you interested in serving on a board or commission?

I want to continue to be involved in the development of an evolving community. Bike and Ped improvements are crucial to meeting the challenges of climate change.

Describe possible areas in which you may have a conflict of interest with the City:

None

Upload a Resume

Profile

Which Boards would you like to apply for?

Bicycle & Pedestrian Advisory Committee: Submitted

Judith _____ Cadwallader _____
First Name Middle Initial Last Name

Email Address

Street Address Suite or Apt

San Rafael _____ CA _____ 94903
City State Postal Code

4 _____
Resident of the City of San Rafael for how many years?

Mobile: (303) _____ Business: (303) _____
Primary Phone Alternate Phone

Western Union _____ Product Delivery Director _____
Employer Job Title

Business Address

185 Berry St, St 1600, San Francisco CA 94107

Interests & Experiences

Do you participate in any civic activities?

I am a frequent volunteer to various nonprofits but have not participated on a gov't board or commission. Most consistent volunteer work was in Colorado where i lived for 25 years prior to the move to CA. Those organizations include Denver Dumb Friends League, Denver Art Museum, Ronald McDonald House, annual Citicorp food drive, Metro volunteers. Was previously volunteering with Extra Food.org in Marin. Participate in volunteer events with my employer

List any civic organizations of which you are a member:

not currently a member

Education:

BA Economics ST Lawrence U MBA University of Denver

Why are you interested in serving on a board or commission?

Looking for an opportunity to make a contribution to my community.

Describe possible areas in which you may have a conflict of interest with the City:

None



Upload a Resume

Judith Cadwallader

San Rafael, CA 94903 • (303) [REDACTED] • [REDACTED]

MARKETING OPERATIONS

Accomplished, results oriented Professional with over 25 years experience in both international and domestic B to C and B to B operations. A solid track record reflecting ability to implement and manage highly effective solutions, optimize delivery operations and achieve performance objectives. Major strengths include process management, analytic and strategic planning, establishing consultative business partnerships –assessing needs, learning objectives and devising strategies that deliver desired results.

CORE COMPETENCIES

- Operations Management
- Test Planning and Execution
- Resource Planning
- Business Requirement Definition
- People Development
- Outsource Management
- Project Management
- Budgeting/ Forecasting
- Data Analysis

PROFESSIONAL EXPERIENCE

Western Union, San Francisco, CA

2010 – Present

Director, Product Delivery

- Lead global team responsible for insuring that Western Union digital assets including web sites and apps are providing the best customer experience
- Responsible for content publishing and localization team supporting 200 websites and mobile apps
- Lead the team responsible for analyzing key KPIs, operational reporting, identification and implementation of alerts for early detection of possible performance issues
- Other areas of responsibility include UAT, training documentation, product management

Epsilon, Lafayette, Colorado

2005 – 2010

Delivery Director

- Led delivery team responsible for implementing and managing over ten complex custom email marketing database solutions that support the customers' campaign management, reporting and analysis needs. Client portfolio includes Financial Services, Telecommunications, Technology and Consumer Product verticals
- Participated in client engagements as trusted advisor to improve client results and business processes
- Worked closely with clients to identify their requirements and provide technical solutions designed to solve business problems
- Managed cross functional teams composed of technical staff, vendors and client personnel
- Led scoping, planning, cost estimating and timeline projections for new engagements
- Implemented SDLC best practices in support of client business requirement gathering through testing and solution delivery
- Led resource planning and administration for both onshore and offshore resources
- Managed product development, strategic customer consulting engagements, pre-sales support and training
- Managed production support for delivered solutions

Qwest Communications, Denver, Colorado

2003 – 2005

Private Line Product Manager

- Managed annual revenue plan of \$115 million
- Led new feature development, pricing, positioning, research and strategy for the Wholesale channel private line product portfolio
- Lead proposal development, RFP responses and sales presentations
- Developed business requirements for new quoting and ordering system to streamline processes for sales organization

**Marketing Consultant, Independent
Consultant**

1999 – 2003

- Clients: Qwest Communications, Embratel, Teletech, Careerbuilder.com, Vectra Bank Colorado and Unisys de Mexico
- Project work included management consulting, database marketing strategy, product and systems development, sales and order entry process development, vendor selection, web site development and contact management strategy development

MCI Worldcom

1993 – 1999

Held various positions of increasing responsibility based on track record of consistent and measurable contribution to the organization

Senior Manager II, Order Coordination Center; Business Markets

- Managed customer service center responsible for large business telecommunication service installation delivering over 3,200 new orders per month
- Monitored performance, hired and developed staff and managed escalations in a fast paced, high pressure environment
- Led center of 110 individuals including managers, supervisors, reps and center support staff

Senior Manager, Avantel S.A., Marketing Operations; International Markets

- Responsible for management of the marketing database, fulfillment operations, lead delivery, and sales system development for new MCI joint venture in Mexico
- Lived and worked in Mexico throughout assignment
- Developed and implemented database system of consumer and business prospects integrated with revenue data and contact history to provide predictive segmentation and reporting capabilities
- Managed lead delivery and segmentation strategy for telemarketing and direct mail channels achieving 12% market share in the first six months of service
- Responsible for customer communication process from creative through delivery including welcome letters, calling cards, pre-paid cards, and bill inserts

Senior Manager, Database Strategy; Consumer Markets

- Managed list acquisition, marketing database design and development, predictive modeling and data segmentation for the consumer acquisition channel
- Set strategy for optimizing sales across multiple channels
- Developed segmentation strategy resulting in an \$80 million increase in sales revenue during the first year of use
- Implemented list acquisition strategy that increased the marketable universe by over 30 million consumers while at the same time reduced cost per record by over 50%
- Developed user requirements for MCI's new data warehouse. The 3 terabyte database included data for predictive modeling, decision support, data visualization and lead generation

EDUCATION

Master of Business Administration, University of Denver, Denver, CO: Beta Gamma Sigma

Bachelor of Arts, St Lawrence University, Canton, NY

Lean Six Sigma Certified: Green Belt

Certified Scrum Product Owner (CSOP)

In the Council Chambers of the City of San Rafael, Monday, December 3, 2018 at 7:00 p.m.



**Regular Meeting
San Rafael City Council**

Minutes

Present: Mayor Phillips
Vice-Mayor Gamblin
Councilmember Colin
Councilmember McCullough

Absent: Councilmember Bushey

Also Present: City Manager Jim Schutz
City Attorney Robert Epstein
City Clerk Lindsay Lara

OPEN SESSION – COUNCIL CHAMBERS, CITY HALL

1. None.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL

2. Closed Session: None.

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

- Alex Stadtnr addressed the City Council regarding Dixie School District name change
- Aaron Alarcon-Bowen, In-Home Supportive Services Public Authority, addressed the City Council regarding In-Home Support Services (IHSS)
- Salamah Locks, Commission on Aging, announced the Commission on Aging Commission meeting on Thursday December 6, 2018, and requested lines be placed at the Post Office and Citi Bank
- Constant Sparker, SEIU Local 2015, addressed the City Council regarding bringing awareness about the needs of caregivers

CITY MANAGER'S REPORT:

3. City Manager's Report:

- City Manager Jim Schutz announced:
 - Pop-up Library Outlet at Northgate Mall pilot program;
 - Voters rejected Proposition 6, California Gas Tax Repeal, on the November 6, 2018 Election and the City will continue with the Sidewalk Repair Program;
 - Announced the Santa Cop program which provides toys and clothing to families in need
 - 2018 Lighted Boat Parade to be held on Saturday, December 15, 2018 at 5:30 p.m.

Mayor Phillips

CONSENT CALENDAR:

4. Consent Calendar Items:

Councilmember Colin moved and Vice-Mayor Gamblin seconded to approve the Consent Calendar Items:

- a. **Approval of Minutes**
Approval of Minutes of City Council / Successor Agency Regular Meeting of November 19, 2018 (CC) Recommended Action - Approve as submitted
[Regular Minutes 2018-11-19](#)

APPROVED AS SUBMITTED

- b. **Eric Holm Resolution of Appreciation for Service on ADA Access Advisory Committee**
Resolution of Appreciation to Eric Holm for Nine Years of Service on the ADA Access Advisory Committee (CC)
[Eric Holm Resolution of Appreciation](#)

RESOLUTION 14603 - RESOLUTION OF APPRECIATION TO ERIC HOLM FOR NINE YEARS OF SERVICE ON THE ADA ACCESS ADVISORY COMMITTEE

- c. **Eric Holm Resolution of Appreciation for Service on Park & Recreation Commission**
Resolution of Appreciation to Eric Holm for Eight Years of Service on the Park and Recreation Commission (CC)
[Eric Holm Resolution of Appreciation](#)

RESOLUTION 14604 - RESOLUTION OF APPRECIATION TO ERIC HOLM FOR EIGHT YEARS OF SERVICE ON THE PARK AND RECREATION COMMISSION

- d. **Agency Report of Public Officials 2019**
Adoption of Agency Report of Public Officials Appointments (FPPC Form 806) and Announcement of Pending City Council Appointments for 2019 (CA)
[Agency Report of Public Officials 2019](#)

APPROVED STAFF RECOMMENDATION

- e. **Paramedic Service Special Tax Procedures**
Second Reading and Final Adoption of Ordinance No. 1965 - An Ordinance of the City of San Rafael Amending Chapter 3.28 of the San Rafael Municipal Code Regarding the Paramedic Service Special Tax (CA)
[Paramedic Ordinance Second Reading](#)

APPROVED FINAL ADOPTION OF ORDINANCE 1965 - AN ORDINANCE OF THE CITY OF SAN RAFAEL AMENDING CHAPTER 3.28 OF THE SAN RAFAEL MUNICIPAL CODE REGARDING THE PARAMEDIC SERVICE SPECIAL TAX

- f. **21 G Street Project Below Market Rate Housing Agreement**
Resolution Authorizing the City Manager to Execute a Below Market Rate Housing Agreement for a For-Sale Ownership Residential Unit at 21 G Street (APN 011-232-10) (CD)
[21 G Street Below Market Rate Agr](#)

RESOLUTION 14605 - RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A BELOW MARKET RATE HOUSING AGREEMENT FOR A FOR-SALE OWNERSHIP RESIDENTIAL UNIT AT 21 G STREET (APN 011-232-10)

- g. San Rafael Downtown Business Improvement District Assessment Annual Renewal Resolution Declaring the City Council's Intention to Levy an Annual Assessment for the Downtown San Rafael Business Improvement District (ED)**
[Business Improvement District Assessment](#)

RESOLUTION 14606 - RESOLUTION DECLARING THE CITY COUNCIL'S INTENTION TO LEVY AN ANNUAL ASSESSMENT FOR THE DOWNTOWN SAN RAFAEL BUSINESS IMPROVEMENT DISTRICT

- h. On-Street Dining Informational Report Regarding Streamlining the Parklet Program to an On-Street Dining Applications Process (ED)**
[On-Street Dining](#)

ACCEPTED REPORT

- i. Cal Fire - Fire Prevention Grant Application Approval Resolution Approving the Filing of an Application for California Climate Investment Fire Prevention Grant Program (FD)**
[Fire Prevention Grant Application Approval](#)

RESOLUTION 14607 - RESOLUTION APPROVING THE FILING OF AN APPLICATION FOR CALIFORNIA CLIMATE INVESTMENT FIRE PREVENTION GRANT PROGRAM

- j. Second and Third Street SMART-Related Signal Improvements Resolution Authorizing the City Manager to Execute a Second Amendment to the Memorandum of Understanding with the Sonoma-Marin Area Rail Transit District to Include Construction of Traffic Signal Improvements in the Amount of \$324,876, and Authorizing Contingency Funds in the Amount of \$55,124, for a Total Appropriated Amount of \$380,000 (PW)**
[Second and Third Street SMART Signal Impr](#)

RESOLUTION 14608 - RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT TO INCLUDE CONSTRUCTION OF TRAFFIC SIGNAL IMPROVEMENTS IN THE AMOUNT OF \$324,876, AND AUTHORIZING CONTINGENCY FUNDS IN THE AMOUNT OF \$55,124, FOR A TOTAL APPROPRIATED AMOUNT OF \$380,000

- k. Surplus Property Conveyance Resolution Approving the Conveyance of Surplus City Property to the State of California in Connection with the Widening of the Northbound U.S. 101/Eastbound I-580 Freeway Off-ramp (PW)**
[Surplus Property Conveyance](#)

RESOLUTION 14609 - RESOLUTION APPROVING THE CONVEYANCE OF SURPLUS CITY PROPERTY TO THE STATE OF CALIFORNIA IN CONNECTION WITH THE WIDENING OF THE NORTHBOUND U.S. 101/EASTBOUND I-580 FREEWAY OFF-RAMP

- l. North Bound Central San Rafael Off-ramp Resolution Authorizing the City Manager to Execute the Professional Services Agreement with Parisi/CSW Design Group to Design the Installation of a Second Right Turn from the North Bound 101 Off-ramp onto Second Street, in an Amount Not to Exceed \$121,500 (PW)**

[North Bound Central San Rafael Off-Ramp](#)

RESOLUTION 14610 - RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH PARISI/CSW DESIGN GROUP TO DESIGN THE INSTALLATION OF A SECOND RIGHT TURN FROM THE NORTH BOUND 101 OFF-RAMP ONTO SECOND STREET, IN AN AMOUNT NOT TO EXCEED \$121,500

- m. **Fire Station 57 Construction Project**
Resolution Approving a First Amendment to Lease Agreement Between the County of Marin, County Service Area 19, and the City of San Rafael Concerning Fire Station 57 at 3535 Civic Center Drive (PW)
[Fire Station 57 Construction Project](#)

RESOLUTION 14611 - RESOLUTION APPROVING A FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE COUNTY OF MARIN, COUNTY SERVICE AREA 19, AND THE CITY OF SAN RAFAEL CONCERNING FIRE STATION 57 AT 3535 CIVIC CENTER DRIVE

AYES: Councilmembers: Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: Bushey

SPECIAL PRESENTATIONS:

5. Special Presentations:

- a. **Presentation of Resolutions of Appreciation to Eric Holm for Years of Service on the ADA Access Advisory Committee and the Park and Recreation Commission**

[Mayor Phillips presented the resolution of appreciation to Eric Holm for his service on the San Rafael ADA Access Advisory Committee and the San Rafael Park and Recreation Commission](#)

[Eric Holm](#)

[Mayor Phillips](#)

PUBLIC HEARINGS:

6. Public Hearings:

- a. **Rental Discrimination Ordinance**
Consideration of an Ordinance of the City of San Rafael Amending the San Rafael Municipal Code by Adding New Chapter 10.98 Concerning "Source of Income" Discrimination in Rental Housing (CM)
[Rental Discrimination Ordinance](#)
[Rental Discrimination Ordinance Correspondence](#)

[Andrew Hening, Director of Homeless Planning and Outreach, presented the staff report](#)

[Councilmember Gamblin / Andrew Hening](#)

[Councilmember Colin / Andrew Hening](#)

[Councilmember McCullough / Andrew Hening](#)

Councilmember Gamblin / Andrew Hening

Mayor Phillips / Andrew Hening

Mayor Phillips / Andrew Hening

Mayor Phillips declared the public hearing opened:

The following members of the public commented: Kiki La Porta, Marin Environmental Housing Collaborative, Sustainable Marin & Coalition for a Livable Marin; Jonathan Frieman; Pat Langley, Marin Organizing Committee; Judy Binsacca, League of Women Voters Marin County Transportation/Land use/Housing Committee; Jerry Belletto, Sustainable San Rafael

There being no further comment from the audience, Mayor Phillips closed the public hearing

Councilmember McCullough / Andrew Hening

Mayor Phillips

Councilmember Colin moved and Councilmember McCullough seconded to dispense with the reading of the ordinance in its entirety and refer to it by title only, and pass Charter Ordinance No. 1966 by the following vote to wit:

PASSED ORDINANCE NO. 1966 TO PRINT - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AMENDING THE SAN RAFAEL MUNICIPAL CODE BY ADDING NEW CHAPTER 10.98 CONCERNING "SOURCE OF INCOME" DISCRIMINATION IN RENTAL HOUSING

AYES: Councilmembers: Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: Bushey

OTHER AGENDA ITEMS:

7. Other Agenda Items:

- a. Small Cell "5G" Wireless Communication Technology
Report on Small Cell "5G" Wireless Communication Technology to Include: a)
Presentation on Recent Federal Communication Commission (FCC) Ruling Regarding
Small Cell Facilities; and b) Review of Draft Ordinance, Regulations and Standards for
Permitting Small Cell Facilities (CD)**

[Small Cell 5G Wireless Communication Technology](#)

[Small Cell 5G Wireless Communication Technology Correspondence](#)

[Small Cell 5G Wireless Communication Technology Correspondence 2](#)

Raffi Boloyan, Planning Manager, commented on the item and introduced Alicia Giudice, Senior Planner, who would present the staff report

Mayor Phillips

Michael Johnstone, Telecom Law Firm

Raffi Boloyan

Councilmember Gamblin / Michael Johnstone

Councilmember Gamblin / Michael Johnstone

Councilmember Gamblin / Michael Johnstone

Mayor Phillips / Michael Johnstone

Councilmember Colin / Michael Johnstone

Councilmember Colin / Michael Johnstone

Councilmember Colin / Michael Johnstone

Councilmember Colin / Michael Johnstone

Councilmember McCullough / Michael Johnstone

Councilmember McCullough / Michael Johnstone

Councilmember McCullough / Michael Johnstone

Councilmember McCullough / Michael Johnstone

Councilmember McCullough / Michael Johnstone

Councilmember McCullough / Michael Johnstone

Councilmember McCullough / Michael Johnstone

Councilmember McCullough / Michael Johnstone

Councilmember Gamblin / Michael Johnstone

Councilmember Gamblin / Michael Johnstone

Councilmember McCullough / Michael Johnstone

Councilmember McCullough / Michael Johnstone

Mayor Phillips / Michael Johnstone

Mayor Phillips / Michael Johnstone

Mayor Phillips / Michael Johnstone

Mayor Phillips / Michael Johnstone

Mayor Phillips / Michael Johnstone

Mayor Phillips / City Attorney Robert Epstein

Alicia Giudice, Senior Planner, presented the staff report

Councilmember Colin / Alicia Giudice

Councilmember Colin

Councilmember McCullough / Alicia Giudice

Councilmember McCullough / Michael Johnstone

City Attorney Robert Epstein / Michael Johnstone

City Attorney Robert Epstein / Michael Johnstone

Councilmember McCullough / Michael Johnstone

Councilmember McCullough / Michael Johnstone

Councilmember McCullough / Michael Johnstone

Councilmember Gamblin / Michael Johnstone

Councilmember Gamblin / Raffi Boloyan

Councilmember Gamblin / Michael Johnstone

Mayor Phillips invited public comment:

The following members of the public commented: Vickie Sievers; Public speaker; Mayor Phillips; Jim Menster; Celestine Star, Papillon Life Services; Mayor Phillips; Public speaker; Chandu Vyas; Lonner Holden; Mike Miac; Valeri Hood; Ruth Wiseman; Trish Bornstein; Hisaysha; Dr. Jacqueline Chan; Susana Ruman; Lee; Kate Pinnuck; Janet Fitzgerald; Stephanie Falcone; Jade Rooky; James Hay; Cris Villegas, Verizon Wireless; Christine Chulas; Public speaker; Roberta Anties; Michael Rosenthal; Connie Marker; Arlene Hanzel; Louise Yost; Public speaker; Leslie Simons; Mayor Phillips; Alex Stadtner; Bob Berg; Kim Hahn; Public speaker; Richard Applebom; Jess Learner; Bob Ernst; Bonnie McMurry; Kathleen Boggs; Public speaker

There being no further comment from the audience, Mayor Phillips closed the public comment period

Mayor Phillips / Michael Johnstone

Mayor Phillips / Michael Johnstone

Mayor Phillips / Michael Johnstone

Mayor Phillips / Michael Johnstone

Mayor Phillips / Raffi Boloyan

Mayor Phillips / Raffi Boloyan / City Manager Jim Schutz

Mayor Phillips

Councilmember McCullough

Mayor Phillips

Councilmember Colin

Councilmember Gamblin

Mayor Phillips

City Manager Jim Schutz / Michael Johnstone

Councilmember Colin / Michael Johnstone / Raffi Boloyan

Councilmember Colin / Michael Johnstone

City Attorney Robert Epstein

Councilmember Colin / City Attorney Robert Epstein / Michael Johnstone

City Attorney Robert Epstein

Councilmember McCullough moved and Vice-Mayor Gamblin seconded to accept the report and provided direction to staff to prepare an urgency ordinance and resolution for consideration at the December 17, 2018 City Council meeting

Accepted report and provided direction to staff to prepare an urgency ordinance and resolution for consideration at the December 17, 2018 City Council meeting

AYES: Councilmembers: Colin, Gamblin, McCullough & Mayor Phillips

NOES: Councilmembers: None

ABSENT: Councilmembers: Bushey

- b. **Funding for Affordable Housing in San Rafael
Resolution Declaring a Shelter Crisis Pursuant to SB 850 (Chapter 48, Statutes of 2018
and Government Code § 8698.2) (CM)**
[Funding for Affordable Housing in San Rafael](#)

Andrew Hening, Director of Homeless Planning and Outreach, presented the staff report

Mayor Phillips invited public comment

The following members of the public commented: [John Reynolds](#)

Mayor Phillips closed public comment

Councilmember Colin moved and Councilmember McCullough seconded to adopt the Resolution

RESOLUTION 14612 - RESOLUTION DECLARING A SHELTER CRISIS PURSUANT TO SB 850 (CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE § 8698.2)

AYES: Councilmembers: Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: Bushey

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:

8. Councilmember Reports:

- Councilmember Colin reported on Marin Transit's Financial Audit
- Mayor Phillips reported on:
 - \$1.2 million received by the City for extension of the bike path;
 - Progress on the establishment of the Pension Committee;
 - A meeting with the Fire Chief Chris Gray;
 - Bicycle and Pedestrian Advisory Committee application review
- Councilmember McCullough reported on the Marin Telecommunications Agency meeting

SAN RAFAEL SUCCESSOR AGENCY

- 1. Consent Calendar: None.**

ADJOURNMENT:

Mayor Phillips adjourned the meeting at 11:27 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2019

GARY O. PHILLIPS, Mayor

In the Council Chambers of the City of San Rafael, Monday, December 17, 2018 at 7:00 p.m.



**Regular Meeting
San Rafael City Council**

Minutes

Present: Mayor Phillips
Vice-Mayor Gamblin
Councilmember Bushey
Councilmember Colin
Councilmember McCullough

Absent: None

Also Present: City Manager Jim Schutz
City Attorney Robert Epstein
City Clerk Lindsay Lara

[How to Participate in your City Council Meeting](#)

OPEN SESSION – COUNCIL CHAMBERS, CITY HALL – 5:45 PM

1. Mayor Phillips announced Closed Session items.

CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM, CITY HALL – 5:45 PM

2. Closed Session:

- a. Conference with Legal Counsel – Anticipated Litigation
Government Code Sections 54956.9(b) & 54956.9(d)(2)
Significant Exposure to Litigation (One Potential Case)
- b. Conference with Legal Counsel – Anticipated Litigation
Government Code Sections 54956.9(b) & 54956.9(d)(4)
Potential Initiation of Litigation (One Potential Case)

[City Attorney Robert Epstein announced that no reportable action was taken in Closed Session.](#)

OPEN TIME FOR PUBLIC EXPRESSION – 7:00 PM

- [Bores Rodriguez addressed the City Council regarding renter protection. Comments translated by Iyisha Rodriguez.](#)
- [Ginger Strickland addressed the City Council regarding renter protection](#)
- [David Levin, Legal Aid of Marin, addressed the City Council regarding just cause eviction protection in San Rafael](#)
- [Earl Young addressed the City Council regarding housing eviction](#)
- [Bernard Judge addressed the City Council regarding housing eviction at Wilkins Hotel](#)
- [Paul Francis Conroy addressed the City Council regarding housing eviction at Wilkins Hotel](#)

CITY MANAGER'S REPORT:

3. City Manager's Report:

- City Manager Jim Schutz expressed thanks to the City Council and staff for their hard work in 2018, as well as to the community for their active participation; and he announced the opening of the Pop-up Library at Northgate Mall.
- Mayor Phillips

CONSENT CALENDAR:

4. Consent Calendar Items:

Item 4.c removed from the Consent Calendar by Councilmember Colin for comment

Councilmember Bushey moved and Councilmember McCullough seconded to approve Consent Calendar Items:

Fire Commission Vacancy

Call for Applications to Fill One Four-Year Term on the Fire Commission to the End of February 2023 Due to the Expiration of Term of Lawrence "Larry" Luckham (CC)

[Fire Commission Vacancy](#)

APPROVED STAFF RECOMMENDATION

b. Rental Discrimination Ordinance

Second Reading and Final Adoption of Ordinance No. 1966 - An Ordinance of the City of San Rafael Amending the San Rafael Municipal Code by Adding New Chapter 10.98 Concerning "Source of Income" Discrimination in Rental Housing (CM)

[Source of Income Ordinance](#)

APPROVED FINAL ADOPTION OF ORDINANCE 1966 - AN ORDINANCE OF THE CITY OF SAN RAFAEL AMENDING THE SAN RAFAEL MUNICIPAL CODE BY ADDING NEW CHAPTER 10.98 CONCERNING "SOURCE OF INCOME" DISCRIMINATION IN RENTAL HOUSING

d. Marin County Community Wildfire Protection Plan Acceptance

Resolution Accepting the Marin County Community Wildfire Protection Plan as a Guiding Document for Wildfire Prevention Efforts in San Rafael (FD)

[Marin County Community Wildfire Protection Plan Acceptance](#)

RESOLUTION 14614 - RESOLUTION ACCEPTING THE MARIN COUNTY COMMUNITY WILDFIRE PROTECTION PLAN AS A GUIDING DOCUMENT FOR WILDFIRE PREVENTION EFFORTS IN SAN RAFAEL

e. Measure E Transactions and Use Tax Oversight Committee Annual Report

Measure E Transactions and Use Tax Oversight Committee Annual Report for Fiscal Year 2017-2018 (Fin)

[Measure E Transactions and Use Tax Oversight Committee Annual Report](#)

ACCEPTED REPORT

f. Special Library Parcel Tax Oversight Committee Annual Report

Special Library Parcel Tax Committee Annual Measure D Report for 2018 (Lib)

[Special Library Parcel Tax Oversight Committee Annual Report](#)

ACCEPTED REPORT

- g. **2017 Storm Damage Repair - #70 Irwin Street**
Resolution Awarding and Authorizing the City Manager to Allocate an Additional Contingency of \$65,000 for the Repair of 2017 Storm Damage at #70 Irwin Street, Project No. 11308 (PW)
[2017 Storm Damage Repair #70 Irwin Street](#)

RESOLUTION 14615 - RESOLUTION AWARDING AND AUTHORIZING THE CITY MANAGER TO ALLOCATE AN ADDITIONAL CONTINGENCY OF \$65,000 FOR THE REPAIR OF 2017 STORM DAMAGE AT #70 IRWIN STREET, PROJECT NO. 11308

- h. **Lincoln Avenue Bridge Repair**
Resolution Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Mark Thomas and Company, Inc. for Environmental and Engineering Design Services Associated with the Lincoln Avenue Bridge Repair Project, City Project No. 11352, in an Amount Not to Exceed \$110,000.00 (PW)
[Lincoln Avenue Bridge Repair](#)

RESOLUTION 14616 - RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS AND COMPANY, INC. FOR ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE LINCOLN AVENUE BRIDGE REPAIR PROJECT, CITY PROJECT NO. 11352, IN AN AMOUNT NOT TO EXCEED \$110,000.00

- i. **2017 Storm Damage Repair - #80 Upper Toyon Drive Project Completion**
Accept Completion of the 2017 Storm Damage Repair at #80 Upper Toyon Drive (City Project No. 11329) and Authorize the City Clerk to File the Notice of Completion (PW)
[2017 Storm Damage Repair #80 Upper Toyon Drive NOC](#)

APPROVED STAFF RECOMMENDATION

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

The following item was removed from the Consent Calendar for comment:

- c. **Interim Financial Update and Budget Amendments to Reflect Operational Activity; Mid-Year Personnel Changes**
(1) First Fiscal Year 2018-2019 Interim Financial Update
(2) Resolution Adopting Amendments to the Fiscal Year 2018-2019 Budget
(3) Mid-Year Personnel Changes (Fin)
[Interim Financial Updates, Budget Amendments and Personnel Changes](#)

[Councilmember Colin expressed thanks to staff for the creation of Digital Serve and Open Government Department](#)

[Mayor Phillips invited public comment; however, there was none.](#)

[Councilmember Colin moved and Councilmember Bushey seconded to adopt the Resolution and accept the reports](#)

Accepted report

RESOLUTION 14617 – RESOLUTION ADOPTING AMENDMENTS TO THE 2018-2019 BUDGET

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

OTHER AGENDA ITEMS:

5. Other Agenda Items:

**a. Third and Hetherton Intersection Improvements
Recommendations for the Intersection of Third Street and Hetherton Street (PW)
[Third and Hetherton Intersection Improvements](#)**

Bill Guerin, Public Works Director, commented on the item and introduced new Deputy Public Works Director, Rafat Raie, who presented the staff report

Mayor Phillips

Rafat Raie

Mayor Phillips / Bill Guerin

Mayor Phillips / Bill Guerin

Mayor Phillips / Rafat Raie

Mayor Phillips / Bill Guerin

Mayor Phillips / Bill Guerin

Mayor Phillips / Rafat Raie

Mayor Phillips / Rafat Raie / City Manager Jim Schutz

Mayor Phillips / Rafat Raie

Councilmember Colin / Rafat Raie

Councilmember Bushey / Rafat Raie

Councilmember Bushey / Rafat Raie

Councilmember Bushey / Bill Guerin

Councilmember Gamblin / Bill Guerin / Rafat Raie

Councilmember Gamblin / Rafat Raie

Councilmember Bushey

Councilmember Gamblin / Bill Guerin

Councilmember Gamblin

Mayor Phillips

Bill Guerin

Mayor Phillips / Rafat Raie

Mayor Phillips / Councilmember Bushey / Councilmember Gamblin

Councilmember McCullough / Rafat Raie

Mayor Phillips

Mayor Phillips invited public comment

The following members of the public commented: Kevin Hagerty, Pt. San Pedro Rd. Coalition Roadway Committee; Kate Powers; Andy Perry; Ross Bishop; Bill Carney, Sustainable San Rafael

There being no further comment from the audience, Mayor Phillips closed the public comment period

Mayor Phillips / Bill Guerin

Councilmember Gamblin / Rafat Raie

Councilmember Gamblin

Rafat Raie

Councilmember Gamblin

Councilmember McCullough moved and Councilmember Bushey seconded to accept the report and to provide direction to staff to pursue the completion of the project with a sense of urgency while keeping the cost to a minimum by eliminating certain components that do not negatively impact overall safety

Accepted report

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

PUBLIC HEARINGS:

6. Public Hearings:

- a. **Downtown San Rafael Business Improvement District 2019 Annual Assessment Resolution Approving the Downtown San Rafael Business Improvement District "BID 2018 Annual Report" and Levying an Assessment for Calendar Year 2019 (CM)**

[BID 2019 Annual Assessment](#)

Simon Vuong, Economic Development Coordinator, presented the staff report

Mayor Phillips

Mayor Phillips / Simon Vuong

Mayor Phillips / Simon Vuong

Councilmember McCullough / Simon Vuong / Jed Greene, BID Executive Board Treasurer

Mayor Phillips / Jed Greene

Councilmember McCullough / Jed Greene

Councilmember McCullough / Jed Greene

Mayor Phillips / Councilmember McCullough

Mayor Phillips opened the public hearing. There being no comment from the audience, Mayor Phillips closed the public hearing.

Councilmember McCullough moved and Vice-Mayor Gamblin seconded to adopt the Resolution

RESOLUTION 14618 - RESOLUTION APPROVING THE DOWNTOWN SAN RAFAEL BUSINESS IMPROVEMENT DISTRICT "BID 2018 ANNUAL REPORT" AND LEVYING AN ASSESSMENT FOR CALENDAR YEAR 2019

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

b. Marin Sanitary Service Contract Amendment and Rates for 2019 Resolutions of the City Council of the City of San Rafael (CM):

- 1) **Establishing Maximum Rates Collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services, to be Effective January 1, 2019**
- 2) **Approving a Third Amendment to the Amendment and Restatement of Collection Agreement of the City of San Rafael with Marin Sanitary Service**
[MSS Contract Amendment and Rates 2019](#)

Cory Bytof, Volunteer and Sustainability Coordinator, presented the staff report

Garth Schultz, R3 Consulting Group, Inc.

Mayor Phillips / Garth Schultz

Mayor Phillips / Garth Schultz

Mayor Phillips declared the public hearing opened

Patti Garbarino

Mayor Phillips / Patti Garbarino

Mayor Phillips / Patti Garbarino / Garth Schultz

Mayor Phillips / Garth Schultz / Patti Garbarino

Mayor Phillips

The following members of the public commented: Patti Garbarino; Bill Carney, Sustainable San Rafael; Alex Statner; Andy Perry

There being no further comment from the audience, Mayor Phillips declared the public hearing closed

Councilmember Colin

Councilmember McCullough

Mayor Phillips

Councilmember Bushey moved and Councilmember Colin seconded to adopt the Resolution

RESOLUTION 14619 – RESOLUTION ESTABLISHING MAXIMUM RATES COLLECTED BY MARIN SANITARY SERVICE FOR REFUSE AND RECYCLABLE MATERIAL COLLECTION AND DISPOSAL SERVICES, TO BE EFFECTIVE JANUARY 1, 2019

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Councilmember Bushey moved and Councilmember Colin seconded to adopt the Resolution

RESOLUTION 14620 – RESOLUTION APPROVING A THIRD AMENDMENT TO THE AMENDMENT AND RESTATEMENT OF COLLECTION AGREEMENT OF THE CITY OF SAN RAFAEL WITH MARIN SANITARY SERVICE

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

- c. **Regulations and Procedures for Small Wireless Facilities
Urgency Ordinance Amending the San Rafael Municipal Code Title 14 (Zoning) and
Accompanying Policy Resolution to Establish Provisions and Procedures for Regulating
the Placement of Small Wireless Facilities (CD)**
- 1) **Consideration of An Urgency Ordinance of the City Council of the City of San Rafael,
Pursuant to California Government Code Section 36937(b), Amending Title 14
("Zoning") of the San Rafael Municipal Code (CD)**

2) Resolution Adopting Policies, Procedures, Standards and Limitations for Submittal and Review of Small Wireless Facilities Within the Public Right-Of-Way as Set Forth in the San Rafael Municipal Code Section 14.16.361

Small Wireless Facilities

Paul Jensen, Community Development Director, provided background on the agenda item and introduced Senior Planner, Ali Giudice, who presented the staff report

Ali Giudice

Michael Johnson, Telecom Law Firm

Mayor Phillips / Michael Johnson

Councilmember Gamblin / Michael Johnson

Councilmember Gamblin / Michael Johnson

Councilmember Gamblin / Michael Johnson

Paul Jensen / Michael Johnson

Councilmember Colin / Michael Johnson

Councilmember Colin / Michael Johnson

Councilmember Colin

Mayor Phillips / Michael Johnson

Mayor Phillips / Michael Johnson

Mayor Phillips

Mayor Phillips declared the public hearing opened

The following members of the public commented: Vickie Sievers; Arthur Saffless; John Snell; Susan Bradford; Sandy Demoscow; Amy Islaylan; Ruth Weizman; Jess Learner; Andy Perry; Lonner Holden; Joseph Elsebearn; Marcie Crevet; Dr. Jacqueline Chan; Lynn Detzell; Alex Statner; Stephanie Falcon; Michael Rosenthal; Diana; Ray Lorber; Roberta Anthes; Valerie Hood; Ana Har; Leslie Simons; Dr. Hillary Fredrickson; Kathleen Boggs; Dr. Stacia Kenet; Bonnie McMurry; Kim Haan; Public speaker; Cris Viegas, Verizon Wireless; Matt Yergovich, AT&T; Bob Berg; Public speaker

There being no further comment from the audience, Mayor Phillips closed the public hearing

Mayor Phillips / Paul Jensen

Michael Johnson

Councilmember Gamblin / Paul Jensen

Councilmember Gamblin / Michael Johnson

Councilmember Colin / Michael Johnson

Councilmember Colin / Michael Johnson

Councilmember Colin / Michael Johnson

Councilmember Colin / Michael Johnson

Councilmember Colin / Michael Johnson

Mayor Phillips / Paul Jensen

Mayor Phillips / Michael Johnson

Mayor Phillips / Michael Johnson

Councilmember McCullough / Michael Johnson

Councilmember McCullough

Councilmember Colin

Councilmember Gamblin

City Manager Jim Schutz

Mayor Phillips

Councilmember McCullough moved and Vice-Mayor Gamblin seconded to approve the adoption of Urgency Ordinance No. 1967

ORDINANCE 1967 - AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36937(B), AMENDING TITLE 14 ("ZONING") OF THE SAN RAFAEL MUNICIPAL CODE

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

Councilmember McCullough moved and Vice-Mayor Gamblin seconded to adopt the resolution subject to the amendment of **Section 9.b.3 - Least Preferred Locations** to incorporate schools

RESOLUTION 14621 - RESOLUTION ADOPTING POLICIES, PROCEDURES, STANDARDS AND LIMITATIONS FOR SUBMITTAL AND REVIEW OF SMALL WIRELESS FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY AS SET FORTH IN THE SAN RAFAEL MUNICIPAL CODE SECTION 14.16.361

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

OTHER AGENDA ITEMS (continued):

7. Other Agenda Items:

**a. 2019 Vice-Mayor
Election of Vice-Mayor for the City of San Rafael 2019 (CC)**

Councilmember Bushey moved and Councilmember Colin seconded to approve to elect Councilmember Andrew McCullough to serve as Vice-Mayor for the City of San Rafael for 2019

Elected Councilmember Andrew McCullough as Vice-Mayor for 2019

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

**b. 2019 City Council Appointments
Approval of City Council Appointments to Committees 2019 (CC)
2019 City Council Appointments**

Mayor Phillips commented on changes to assignments for 2019, and expressed thanks to the City Council and Vice-Mayor John Gamblin for work performed under their 2018 assignments

Councilmember Bushey moved and Councilmember Colin seconded to approve City Council Appointments for 2019

Approved City Council Appointments for 2019

AYES: Councilmembers: Bushey, Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: None

COUNCILMEMBER REPORTS / REQUESTS FOR FUTURE AGENDA ITEMS:

8. Councilmember Reports:

Councilmember Colin wished everyone a happy new year

Councilmember Bushey reported on her attendance at the Lighted Boat Parade with Vice-Mayor Gamblin on December 15, 2018

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar: None.

ADJOURNMENT:

Mayor Phillips adjourned the meeting at 11:03 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2019

GARY O. PHILLIPS, Mayor



Special Meeting

San Rafael City Council

Minutes

Present: Mayor Phillips
Vice-Mayor Gamblin
Councilmember Colin
Councilmember McCullough

Absent: Councilmember Bushey

Also Present: City Manager Jim Schutz
City Attorney Robert Epstein
City Clerk Lindsay Lara

- 1. Tuesday, November 6, 2018 General Municipal Election Results
Resolution Declaring Canvass of Votes Cast and Results of the Consolidated General
Municipal Election Held on November 6, 2018 (CC)**
[General Municipal Election Results](#)

Lindsay Lara, City Clerk, presented the staff report

Mayor Phillips invited public comment; however, there was none.

Councilmember McCullough moved and Councilmember Colin seconded to adopt the Resolution

RESOLUTION 14613 - RESOLUTION DECLARING CANVASS OF VOTES CAST AND
RESULTS OF THE CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD ON
NOVEMBER 6, 2018

AYES: Councilmembers: Colin, Gamblin, McCullough & Mayor Phillips
NOES: Councilmembers: None
ABSENT: Councilmembers: Bushey

- 2. Swearing-in Ceremonies:
Swear-in Ceremony for Natu Tuatagaloa and Rachel Kertz as Board of Education Trustees**

Mayor Phillips administered the Oath of Office to newly elected Board of Education Trustees Natu Tuatagaloa and Rachel Kertz

ADJOURNMENT:

Mayor Phillips adjourned the meeting at 5:40 p.m.

LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2019

GARY O. PHILLIPS, Mayor



SAN RAFAEL CITY COUNCIL STAFF REPORT

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk

City Manager Approval:

TOPIC: BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE YOUTH MEMBER REAPPOINTMENT

SUBJECT: REAPPOINT YOUTH MEMBER SHOSHANA HARLEM TO THE SAN RAFAEL BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE FOR A TWO-YEAR TERM TO EXPIRE AT THE END OF DECEMBER 2020

RECOMMENDATION: Reappoint Shoshana Harlem as Youth Member to the San Rafael Bicycle and Pedestrian Advisory Committee for a two-year term to begin January 2019, and end on December 31, 2020.

BACKGROUND: Since its 2001 inception, the San Rafael Bicycle and Pedestrian Advisory Committee has sought to recruit two high school age students among its nine members. The Committee felt that biking and walking issues directly touch the lives of young people in our community, and that they should have a voice in advising the City Council on these issues. Although attracting and retaining applicants has been challenging, the students who have participated over the past 15 years have been extremely competent and have contributed to the implementation of San Rafael's original Bicycle and Pedestrian Master Plan and its 2011 and 2018 update.

ANALYSIS: Shoshana Harlem was appointed as Youth Member to the Bicycle and Pedestrian Advisory Committee on August 1, 2016 to a two-year term to expire at the end of July 2018. Since the expiration of her term, she has reapplied to continue serving as one of the two Youth Members. One youth seat has been "open until filled" due to lack of applications and will remain open until filled.

FISCAL IMPACT: There is no fiscal impact associated with this item.

RECOMMENDED ACTION: Reappoint Shoshana Harlem to serve as a youth member on the Bicycle and Pedestrian Advisory Committee to the end of December 2020.

ATTACHMENT:

1. Application

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

Profile

Which Boards would you like to apply for?

Bicycle & Pedestrian Advisory Committee - YOUTH MEMBER: Appointed

Shoshana
First Name

B
Middle Initial

Harlem
Last Name

[Redacted]
Email Address

[Redacted]
Street Address

Suite or Apt

San Rafael
City

CA
State

94903
Postal Code

15
Resident of the City of San Rafael for how many years?

Mobile: [Redacted]
Primary Phone

Home:
Alternate Phone

Employer

Student
Job Title

Business Address

same as home

Interests & Experiences

Do you participate in any civic activities?

I attend Terra Linda High School.

List any civic organizations of which you are a member:

I have been a Youth Member of BPAC for the past two years.

Education:

I am currently in 11th grade at Terra Linda High School. I am an Honor Student.

Why are you interested in serving on a board or commission?

I am interested in serving on the Bike and Pedestrian board as a Youth member. I bike a lot and want to help find new safe ways for people to bike. I think it would be interesting to be on the committee.

Describe possible areas in which you may have a conflict of interest with the City:

I do not think I have any conflicts with the City.

[SHOSHANA_HARLEM_Resume.pdf](#)

Upload a Resume

SHOSHANA B. HARLEM

San Rafael, CA 94903

Summary: Above all else, I am a dedicated student. I care about my friends, family, and equality for all people. I love riding my bike and can't wait until I am older and can ride farther and more places by myself.

EDUCATION

Terra Linda High School, entering 9th Grade, Fall 2016

Miller Creek Middle School, Grades 6-8

Member: Honor Society, Mountain Bike Club

Mary E Silveira Elementary School, Grades K-5

VOLUNTEER ACTIVITIES

REST Shelter, Rodef Sholom 2010-Current
REST provides temporary housing for homeless people in the winter months. I help set the tables, serve the meals, and eat and talk with the men who will be spending that Wednesday night at the synagogue.

Honor Society, Miller Creek 2015-2016
Membership requires that you be an Honor Roll student all year and complete 10 volunteer hours in school extracurricular activities per year.

Bike to School Days, Miller Creek 2014-2016
I go to school early those days to distribute hot chocolate to bikers and encourage friends to bike those days. In sixth grade I helped the Safe Routes to School people identify safe routes from Terra Linda to Miller Creek.

Mitzvah Day, Rodef Sholom 2007-Current
Each October, I decorate teddy bears that later are given to children at Marin Community Clinic.

ACHIEVEMENTS

Miller Creek Middle School

Honor Roll, every trimester 2014, 2015, 2016

Philips Writing Essay 2015

– County-wide contest, awarded Honorable mention with \$50 prize.

Awarded Student of the Month for Life Skills

“Personal Best”; awarded by Eighth Grade Language Arts/Social Studies teacher 2015

“Courage”; awarded by Seventh Grade Language Arts/Social Studies teacher 2015

“Initiative” awarded by Sixth Grade Science teacher 2013

Student of the Year 2013-14 2014

Each teacher is allowed to choose two students at end of year. Awarded by Sixth Grade Math teacher.

Mary E Silveira Elementary School

Marin County Science Fair, County First Place Winner for Physical Sciences, Fourth Grade 2012

Experiment: “Which Kind of Chocolate Melts Faster”

HOBBIES / INTERESTS

Bicycling – I commute on my bike two-miles each way to school every day.

Road Biking - I biked as far as San Francisco and Petaluma. This summer I hope to do multi-day rides!

Unicycling – self-taught at age 8.

Other Interests – Listening to Pop music, hiking with my family, traveling to new places, learning piano.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk

Prepared by: Lindsay Lara, City Clerk

City Manager Approval: _____

TOPIC: DESIGN REVIEW BOARD VACANCY

SUBJECT: CALL FOR APPLICATIONS TO FILL ONE UNEXPIRED FOUR-YEAR TERM ON THE SAN RAFAEL DESIGN REVIEW BOARD TO THE END OF JUNE 2020, DUE TO RETIREMENT OF TERM OF ROBERT 'BOB' HUNTSBERRY

RECOMMENDATION:

It is recommended that the City Council approve the following actions:

1. Call for applications to fill one unexpired four-year term on the Design Review Board to the end of June 2020; and
2. Set deadline for receipt of applications for Wednesday, February 13, 2019 at 5:00 p.m. in the City Clerk's Office, Room 209, City Hall.

BACKGROUND:

The Design Review Board (DRB) consists of design professionals appointed by the City Council to provide advice on new development projects and most exterior changes to existing buildings. Applications are evaluated based on our General Plan and Zoning Ordinance design policies and criteria, with the goal of having new projects harmonize with the natural environment and surrounding area.

The Board is advisory, with final permit decisions made by the Planning Division staff, the Zoning Administrator, Planning Commission or City Council, depending on the complexity of the project. The scope of the DRB authority is to review and make recommendations on design matters such as architecture, mass, bulk, site planning, site improvements, color, materials, and landscaping. Design Review Board [meetings](#) are held on the first and third Tuesday of each month at 7:00 p.m. at San Rafael City Hall Council Chambers, 1400 Fifth Avenue.

ANALYSIS:

On Saturday, December 22, 2018, Design Review Board member Robert 'Bob' Huntsberry retired from the Board. By approving this item, staff will be able to release a Call for Applications for interested community members to apply. Once applications are received and reviewed, the City Clerk's Office will schedule a special City Council meeting where the City Council will interview candidates and make a selection to appoint a candidate to the Design Review Board.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

FISCAL IMPACT: There is no fiscal impact associated with this item.

RECOMMENDED ACTION:
Approve staff recommendation.

ATTACHMENTS

1. Application Materials

One Vacancy Design Review Board

Applications to serve on the San Rafael Design Review Board to fill one unexpired four-year term to the end of June 2020, may be obtained online at <https://www.cityofsanrafael.org/boards-commissions/> and may be completed and submitted electronically. Hard copies of the application are also available online and in the City Clerk's Office.

The deadline for filing applications is **Wednesday, February 13, 2019, at 5:00 p.m.** in the City Clerk's Office.

There is no compensation paid to Board Members. Members must comply with the City's ethics training requirement of AB 1234, and reimbursement policy. See attached information.

ONLY RESIDENTS OF THE CITY OF SAN RAFAEL MAY APPLY

The Design Review Board regularly meets on the first and third Tuesdays of every month at 7:00 p.m. in the Council Chambers, City Hall.

The Design Review Board works in an advisory capacity only to the Planning Commission, and reviews and makes recommendations on major development projects within the City of San Rafael.

Interviews of applicants to be scheduled on a date to be determined.

An excerpt from the San Rafael Municipal Code re: Design Review Board membership, terms of Board Members, powers and duties, etc., is also attached.

NOTE: All Design Review Board members are required to file Fair Political Practices Commission Conflict of Interest Statements, which are open to public review.

[Resolution 12129]

Lindsay Lara
City Clerk
City of San Rafael

Dated: January 23, 2019

**CITY OF SAN RAFAEL APPLICATION TO SERVE AS MEMBER OF
Design Review Board
(Limited to Three Consecutive Four-Year Terms)**

NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

RESIDENT OF THE CITY OF SAN RAFAEL FOR _____ YEARS

PRESENT POSITION: _____

NAME OF FIRM: _____

BUSINESS ADDRESS: _____

*HOME & BUSINESS PHONE: _____

*E-MAIL ADDRESS: _____

EDUCATION: _____

PARTICIPATION IN THE FOLLOWING CIVIC ACTIVITIES: _____

MEMBER OF FOLLOWING CIVIC ORGANIZATIONS: _____

MY REASONS FOR WANTING TO SERVE ARE: _____

DESCRIBE POSSIBLE AREAS IN WHICH YOU MAY HAVE A CONFLICT OF INTEREST WITH THE CITY: _____

DATE: _____

SIGNATURE: _____

Filing Deadline:

Date: Wednesday, February 13, 2019
Time: 5:00 p.m.

Mail or deliver to:

City of San Rafael, Dept. of City Clerk
City Hall, 1400 Fifth Avenue, Room 209
P.O. Box 151560, San Rafael, CA 94915

*Information kept confidential, to the extent permitted by law.

14.25.070 Design Review Board.

A. Purpose and Authority. The Design Review Board shall serve as an advisory body to the city for the purpose of reviewing and formulating recommendations on all major physical improvements requiring environmental and design review permits and on other design matters, including minor physical improvements, referred to the Board by the Planning Director, Planning Commission, or City Council.

B. Membership of the Design Review Board. The Design Review Board shall consist of a total of five (5) regular members and may include one alternate member appointed by the City Council. The Design Review Board members shall be qualified as follows:

1. At least two (2) members shall be licensed architects or licensed building designers;
2. At least one member shall be a licensed landscape architect;
3. At least one of the five (5) members shall have background or experience in urban design;
4. The alternate member may have qualifications in any of the above fields of expertise;
5. All board members shall reside in the City of San Rafael; and
6. In addition to the five (5) council-appointed Board members and one alternate member, one planning commissioner shall attend Board meetings. This liaison planning commissioner shall be appointed by the commission chairperson. An additional commissioner shall be appointed to serve as an "alternate liaison" in case of absence. The planning commission liaison should be present at all Design Review Board meetings to offer advice and direction to the Board on matters of commission concern.

C. Alternate Member. The alternate member may temporarily fill a vacancy created when a regular member: (1) leaves office prior to completion of the member's term; (2) cannot attend a meeting; or (3) cannot participate on a particular matter due to a conflict of interest.

D. Term of Office. The term of office for each Design Review Board member shall be four (4) years. Of the members of the Board first appointed, one shall be appointed for the term of one year; one for the term of two (2) years; one for the term of three (3) years; and two (2) for the term of four (4) years. The term of office for the alternate board member shall be four (4) years concurrent with the term of the chairperson.

E. Removal or Vacancy of Membership. Any member of the Board or the alternate member can be removed at any time by a majority vote by the City Council. A vacancy shall be filled in the same manner as the original appointment. The person appointed to fill a vacancy shall serve for the remainder of the unexpired term.

F. Meetings. At least one regular Design Review Board meeting shall be held each month on a date selected by the Board, unless there is no business to conduct.

G. Quorum. Three (3) of the members of the Board, either regular members or two (2) regular members and the alternate board member, shall be required to constitute a quorum for the transaction of the business of the Board and the affirmation vote of a majority of those present is required to take any action.

H. Compensation of the Design Review Board. All members of the Board shall serve as such without compensation.

I. The Design Review Board may adopt, and amend as necessary, Rules of Order to ensure efficient and responsive Board meetings. (Ord. 1838 § 53, 2005; Ord. 1794 § 2, 2003; Ord. 1625 § 1 (part), 1992).

NOTICE TO BOARD & COMMISSION APPLICANTS

REGARDING ETHICS TRAINING

On January 1, 2006, a new law became effective that requires two (2) hours of ethics training of the local legislative bodies by January 1, 2007. This new law defines a local legislative body as a "Brown Act" governing body, whether permanent or temporary, decision-making or advisory, and created by formal action of the City Council. In other words, any person serving on a City Council, Board, Commission, or Committee created by the Council is subject to this ethics training requirement. After this initial class, training will be required every two years.

Ethics training can be accomplished by taking a 2-hour class, self-study. Online training is available at on line at <http://www.fppc.ca.gov/index.php?id=477> and is free of charge.

After you have completed the ethics class, the original certificate needs to be given to the City Clerk's Office for record-keeping, with a copy kept for your records.

AB 1234 (Salinas). Local Agencies: Compensation and Ethics Chapter 700, Statutes of 2005

This law does the following:

- **Ethics Training:** Members of the Brown Act-covered decision-making bodies must take two hours of ethics training every two years, if they receive compensation or are reimbursed expenses. The training can be in-person, on-line, or self-study.
For those in office on 1/1/06, the first round of training must be completed by 1/1/07.
- **Expense Reimbursement -- Levels:** Local agencies which reimburse expenses of members of their legislative bodies must adopt written expense reimbursement policies specifying the circumstances under which expenses may be reimbursed. The policy may specify rates for meals, lodging, travel, and other expenses (or default to the Internal Revenue Service's (IRS) guidelines). Local agency officials must also take advantage of conference and government rates for transportation and lodging.
- **Expense Reimbursement -- Processes:** Local agencies, which reimburse expenses, must also provide expense reporting forms; when submitted, such forms must document how the expense reporting meets the requirements of the agency's expense reimbursement policy. Officials attending meetings at agency expense must report briefly back to the legislative



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: CITY MANAGER'S OFFICE

Prepared by: Daniel A. Soto,
Associate Management Analyst

City Manager Approval: _____

TOPIC: LEGISLATIVE ADVOCACY SERVICES

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DAVID JONES, DBA EMANUELS JONES & ASSOCIATES, FOR LEGISLATIVE ADVOCACY SERVICES, IN AN AMOUNT NOT TO EXCEED \$83,650

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an agreement with David Jones, DBA Emanuels Jones & Associates for legislative advocacy services in an amount not to exceed \$83,650.

BACKGROUND: Local government agencies rely on the expertise of lobbyists relating to state policy matters that may affect them. Through the auspices of the Legislative Committee of the Marin County Council of Mayors and Councilmembers (MCCMC), the 11 cities and towns in Marin County have contracted for legislative advocacy services with Emanuels Jones & Associates (Emanuels Jones) since 1998. The cost of this service is shared among the jurisdictions and the individual cost is calculated based on each city or town's total population and assessed valuation. The City of San Rafael has served, and will continue to serve, as the fiscal agent on behalf of the other cities and towns of Marin County.

ANALYSIS: As part of their legislative advocacy services, Emanuels Jones reviews all state legislation to assess their impact on Marin County cities and towns, as well as acts upon specific proposals. This work includes advocating for the protection of local revenues during the state's budget process, preserving local control on housing and other issues, and advancing other legislative issues of interest to Marin County cities and towns. Emanuels Jones coordinates visits to the State Capitol to meet with and talk to legislators and other state officials.

The total not-to-exceed amount of the proposed contract with Emanuels Jones & Associates is \$83,650, an increase of 3 percent from the prior two-year contract's amount. For calendar year 2019, the cost will be \$41,225 and for calendar year 2020, the cost will be \$42,425. These amounts include the costs associated with Fair Political Practices Commission (FPPC) filings, as well as travel for Emanuels Jones staff to attend two MCCMC meetings—one in 2019 and one in 2020.

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

FISCAL IMPACT: As in previous years, the cost of the contract will be apportioned among the cities and towns within Marin County based upon both assessed valuation and population. Attached is a copy of the apportionment schedule for each of the cities and towns (Attachment B). San Rafael's share for 2019 is \$11,332.77 and for 2020 is \$11,662.65. Funds are budgeted and available in the City Manager's Office General Fund operating budget.

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute an agreement with David Jones, DBA Emanuels Jones & Associates for legislative advocacy services in an amount not to exceed \$83,650.

ATTACHMENTS:

1. Resolution
2. Apportionment of Costs for 2019 and 2020
3. Agreement

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH DAVID JONES, DBA EMANUELS JONES & ASSOCIATES, FOR
LEGISLATIVE ADVOCACY SERVICES IN AN AMOUNT NOT TO EXCEED \$83,650**

WHEREAS, the Cities and Towns of Marin County (“CTMC”) jointly desire to hire a lobbyist to provide legislative advocacy services before the State legislature on their behalf; and

WHEREAS, David Jones, dba Emanuels Jones & Associates (“Emanuels Jones”) has the training and experience to provide, and is willing to provide, legislative advocacy services on behalf of the CTMC; and

WHEREAS, the City of San Rafael has agreed to be the lead agency for the CTMC for the purpose of entering into an agreement with Emanuels Jones to provide such legislative advocacy services on their behalf; and

WHEREAS, the CTMC have agreed to share the cost of the required services as described in the Apportionment of Costs for 2019 and 2020 (“Attachment B”), attached hereto and incorporated herein.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute a professional services agreement with Emanuels Jones & Associates for legislative advocacy services, in the form approved by the City Attorney.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael City Council held on Tuesday the 22nd day of January, 2019, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

MCCMC Lobbyist
2019 Apportionment of Costs

Agency	2018 Population*	Prorata Share 50%	2017-18 Assessed Valuation**	Prorata Share 50%	Totals
Belvedere	2,135	\$ 226.11	2,180,249,000	\$ 832.85	\$ 1,058.95
Corte Madera	10,039	\$ 1,063.19	3,300,309,000	\$ 1,260.70	\$ 2,323.89
Fairfax	7,534	\$ 797.89	1,446,367,000	\$ 552.51	\$ 1,350.40
Larkspur	12,351	\$ 1,308.04	4,001,791,000	\$ 1,528.67	\$ 2,836.71
Mill Valley	14,963	\$ 1,584.66	5,539,869,000	\$ 2,116.21	\$ 3,700.87
Novato	54,551	\$ 5,777.25	10,658,882,000	\$ 4,071.65	\$ 9,848.90
Ross	2,533	\$ 268.26	1,957,493,000	\$ 747.75	\$ 1,016.01
San Anselmo	13,000	\$ 1,376.77	3,198,133,000	\$ 1,221.67	\$ 2,598.45
San Rafael	60,651	\$ 6,423.28	12,852,207,000	\$ 4,909.49	\$ 11,332.77
Sausalito	7,226	\$ 765.27	3,498,702,000	\$ 1,336.49	\$ 2,101.76
Tiburon	9,648	\$ 1,021.78	5,326,000,000	\$ 2,034.51	\$ 3,056.29
TOTALS	194,631	20,613	53,960,002,000	20,613	41,225

* Per State Dept. of Finance (source: http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-1/documents/E-1_2018_InternetVersion.xls)

**Per SBOE, AV of County Assessed Property (source: <http://www.boe.ca.gov/legdiv/pdf/AppendixTablesGuide.pdf>)

MCCMC Lobbyist
2020 Apportionment of Costs

Agency	2018 Population*	Prorata Share 50%	2017-18 Assessed Valuation**	Prorata Share 50%	Totals
Belvedere	2,135	\$ 232.69	2,180,249,000	\$ 857.09	\$ 1,089.78
Corte Madera	10,039	\$ 1,094.13	3,300,309,000	\$ 1,297.40	\$ 2,391.54
Fairfax	7,534	\$ 821.12	1,446,367,000	\$ 568.59	\$ 1,389.71
Larkspur	12,351	\$ 1,346.11	4,001,791,000	\$ 1,573.17	\$ 2,919.28
Mill Valley	14,963	\$ 1,630.79	5,539,869,000	\$ 2,177.81	\$ 3,808.60
Novato	54,551	\$ 5,945.42	10,658,882,000	\$ 4,190.17	\$ 10,135.59
Ross	2,533	\$ 276.07	1,957,493,000	\$ 769.52	\$ 1,045.59
San Anselmo	13,000	\$ 1,416.85	3,198,133,000	\$ 1,257.23	\$ 2,674.08
San Rafael	60,651	\$ 6,610.25	12,852,207,000	\$ 5,052.40	\$ 11,662.65
Sausalito	7,226	\$ 787.55	3,498,702,000	\$ 1,375.39	\$ 2,162.94
Tiburon	9,648	\$ 1,051.52	5,326,000,000	\$ 2,093.73	\$ 3,145.25
TOTALS	194,631	21,213	53,960,002,000	21,213	42,425

* Per State Dept. of Finance (source: http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-1/documents/E-1_2018_InternetVersion.xls)

**Per SBOE, AV of County Assessed Property (source: <http://www.boe.ca.gov/legdiv/pdf/AppendixTablesGuide.pdf>)

**AGREEMENT FOR
LEGISLATIVE ADVOCACY SERVICES**

This Agreement is made and entered into this ____ day of **January, 2019**, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and DAVID JONES, D.B.A. EMANUELS JONES & ASSOCIATES (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, the Cities and Towns of Marin County ("**CTMC**"), including **CITY**, desire to retain **CONTRACTOR** to provide legislative advocacy activities and actions before the State legislature on their behalf; and

WHEREAS, on January 1, 2017 **CITY** and **CONTRACTOR** entered into an agreement for legislative advocacy services; and

WHEREAS, the abovementioned agreement is due to expire on December 31, 2018; and

WHEREAS, **CONTRACTOR** has satisfactorily provided legislative advocacy services to the **CTMC** under the auspices of the abovementioned agreement; and

WHEREAS, **CONTRACTOR** has the training and experience to provide, and is willing to provide, legislative advocacy activities and actions on behalf of the **CTMC**; and

WHEREAS, **CITY** has agreed to be the lead agency for the **CTMC** for the purpose of entering into an agreement with **CONTRACTOR** to provide such legislative advocacy activities and actions on their behalf.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The City Manager is hereby designated the **PROJECT MANAGER** for the **CITY**, and said **PROJECT MANAGER** shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR'S Project Director.** **CONTRACTOR** shall assign a single **PROJECT DIRECTOR** to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. David Jones is hereby designated as the **PROJECT DIRECTOR** for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute **PROJECT DIRECTOR**, for any reason, the **CONTRACTOR** shall notify the **CITY** within ten (10) business days of the substitution.

2. DUTIES OF CONTRACTOR.

CONTRACTOR shall perform the duties and/or provide services as follows:

- A. Provide consulting services as a lobbyist on pertinent municipal matters on behalf of the Cities and Towns of Marin County, through the Legislative Committee of the Marin County Council of Mayors and Councilmembers (“MCCMC”).
- B. Report **CONTRACTOR**’s lobbying activities as required by the California Fair Political Practices Act and Commission (“FPPC”), including preparation of Form 635 and other required forms.
- C. Certify that employees and/or entities are properly registered, licensed, or certified pursuant to law to perform the tasks described herein.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Paragraph 4.

4. COMPENSATION.

For the full performance of the services described herein by **CONTRACTOR**, **CITY** shall pay **CONTRACTOR** as follows:

- A. For the 2019 calendar year, beginning on January 1, 2019 and ending December 31, 2019, **CITY** shall pay **CONTRACTOR** an amount not to exceed \$3,400.00 per month, billed monthly in advance, for **CONTRACTOR**’s performance of this Agreement.
- B. For the 2020 calendar year, beginning on January 1, 2020 and ending December 31, 2020, **CITY** shall pay **CONTRACTOR** an amount not to exceed \$3,500.00 per month, billed monthly in advance, for **CONTRACTOR**’s performance of this Agreement.
- C. **CITY** shall reimburse **CONTRACTOR**’s direct costs for travel and FPPC filing fees in amount not to exceed \$850.00

The total not-to-exceed amount of this Agreement is \$83,650.00

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for two (2) years commencing on January 1, 2019 and ending on December 31, 2020.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONTRACTOR** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death,

bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONTRACTOR's** performance of services under this Agreement. Where **CONTRACTOR** is a professional not required to have a professional license, **CITY** reserves the right to require **CONTRACTOR** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONTRACTOR** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONTRACTOR's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. Other Insurance Requirements. The insurance coverage required of the **CONTRACTOR** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and non contributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONTRACTOR** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONTRACTOR** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the **PROJECT MANAGER** and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONTRACTOR** shall provide to the **PROJECT MANAGER** or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONTRACTOR** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONTRACTOR'S** performance of its

obligations or conduct of its operations under this Agreement. The **CONTRACTOR**'s obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONTRACTOR**'s indemnification obligation shall be reduced in proportion to the **City Indemnitees**' share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONTRACTOR**'s work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONTRACTOR**'s indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR**'S performance of or operations under this Agreement, **CONTRACTOR** shall provide a defense to the **City Indemnitees** or at **CITY**'S option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONTRACTOR** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONTRACTOR** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONTRACTOR**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities,

penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO CITY 's Project Manager:	Jim Schutz City of San Rafael 1400 Fifth Avenue San Rafael, CA 94901
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TO CONTRACTOR 's Project Director:	Mr. David Jones dba Emanuels Jones & Associates 1400 K Street, Suite 306 Sacramento, CA 95814
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16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONTRACTOR** and **CITY** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this

Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **CITY** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

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

CITY OF SAN RAFAEL

CONTRACTOR

JIM SCHUTZ, City Manager



DAVID A. JONES, President

ATTEST:

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development

Paul A. Jensen

Prepared by: Paul A. Jensen
Community Development Director

City Manager Approval: _____

[Signature]

TOPIC: AFFORDABLE HOUSING AGREEMENT - 1200 IRWIN STREET PROJECT

SUBJECT: TWELVE-MONTH REVIEW OF BELOW MARKET RATE (BMR) AGREEMENT ADDRESSING RENT/LEASE OPTIONS FOR THE MISSION/IRWIN CARRIAGE HOUSES RESIDENTIAL DEVELOPMENT AT 1200 IRWIN STREET; APN 014-013-05

RECOMMENDATION:
Accept report.

BACKGROUND:

History

In July 2007, the City certified a Final Environmental Impact Report (EIR) and approved a Rezoning, Design Review Permit and Vesting Tentative Map for the Mission/Irwin Carriage Houses at 524 Mission Avenue (now 1200 Irwin Street). These actions approved the development of 15, three-bedroom residential townhouse units. The Vesting Tentative Map allows the subdivision of the property so that each townhouse unit can be independently sold. These planning approvals remained valid through the Great Recession. In 2016-1017, the project was built and is now occupied.

Of the 15 units, two units are required to be reserved as below market rate (BMR) units. The property zoning and General Plan 2020 sets a maximum density for the site that is capped at 13 dwelling units. However, the project received a density bonus of two units pursuant to San Rafael Municipal Code 14.16.030 and California Government Code Section 65915 (State of California Density Bonus Law). The density bonus was allowed in exchange for the project providing two, on-site affordable units. The project approvals were conditioned to require that the project owner enter into a BMR Agreement to ensure that the two BMR units are secured for a minimum term of 55 years.

First BMR Agreement

On June 20, 2016, the City Council adopted Resolution No. 14132, which authorized the execution of the BMR Agreement for the Mission/Irwin Carriage Houses Project. At the request of the property owner, the BMR Agreement was drafted to address two options: a) the individual sale of the two townhome units;

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

or b) management of the property for rental/lease of the two townhome units. For this reason, the BMR Agreement was executed to cover the following for-sale and rental/lease provisions:

- Should the property owner decide to hold a single ownership of the site as a rental project, one of the two BMR units is required to be affordable to a very low-income household earning no more than 50% of the County median income, and the second unit is required to be affordable to a low-income household earning no more than 65% of the County median income. The projected 2007 rent levels for the three -bedroom units would be approximately \$1,365/month for the very low-income unit and \$1,654/month for the low-income unit. The rent can be increased once a year pursuant to the increase in the County median income figures prepared by the US Housing and Urban Development Department and the California Department of Housing and Community Development.
- Should and when the townhome units are individually sold for ownership, the project would convert to the ownership provisions of the agreement and would be required to provide both units affordable to low-income households, earning no more than 65% of the county median income. The anticipated sale price for the two would be \$288,200, respectively.

The BMR Agreement was recorded with the property deed and runs with the land for a minimum period of 55 years from the date of execution. If the BMR units are sold, the Marin Housing Authority (MHA) administers the initial sale and any resales.

Amended BMR Agreement for Student Housing

In 2017, the property owner entered into an agreement with Dominican University to master lease the entire development (15 units including the two affordable units) for student housing. As a result, none of the units, including the affordable units, are be available to the public for rent/lease. The master lease was approved for five (5) years with provisions that allow for an additional five-year extension.

On July 17, 2017, the City Council was presented with a request from the property owner and Dominican University to: 1) amend the initial BMR Agreement so that it continues to cover the "for sale" provisions for the two BMR units during the time frame the units are rented; and 2) execute a new, second BMR Agreement that covers the BMR rental/lease obligation. Regarding the latter rental/lease BMR Agreement, the City Council approved an amendment to cover two rental options: the below-market rate rental of two units (as initially approved); and the student rental option to be implemented during the master lease by Dominican University. Under the student rental option, the Agreement allows Dominican University to:

1. Use student financial aid submissions to identify and income qualify the lower income students;
2. Divide the affordable rent that would be required for a four-person household for each of the two BMR units among four students. The eight lower income students would pay no more than one quarter of the allowable affordable rent that would be required for each BMR unit; and
3. Allow the four very low-income and four low-income students (total of eight students) to reside in any unit in the development, rather than housing all of the income qualified students in the two specifically defined affordable units.

In the event the master lease for student housing terminates and the 15 townhome units become available for public sale or rent/lease, the initial BMR requirements covering rental/lease of two BMR units would continue to be required through the remaining term of the agreement.

At the July 17, 2017 meeting, the City Council cautiously reviewed the request for the student rental option. Setting aside the potential loss of the two BMR units for workforce housing, the City Council expressed concern that it would be challenging to: a) track qualified student tenants; b) determine source of student income; and c) determine parental income if students are claimed as dependents. Nonetheless, on a 5-0 vote the City Council adopted Resolution No. 15366 incorporating the student rental option in the BMR Agreement for rental/lease of the two units. The City Council approved the student rental option for one year and directed staff to return with a report on this option at the end of this year. The executed rental/lease BMR Agreement is attached (Attachment 1, Exhibit B-1).

Twelve-Month Review of BMR Agreement and Occupancy

In Summer 2018, the property owner (524 Mission Street, LLC- Thompson Development Company) submitted the required annual report to the Marin Housing Authority (MHA). As is the case with all BMR units that are tracked and administered by MHA, the property owner is required to submit Household Income Certification documents to confirm tenant qualifications and rent amounts for the calendar year. This report disclosed that Dominican University is renting BMR Units #14 and #15 to qualifying University *employees* instead of students. As presented in the attached letter (Attachment 2), Unit #14 is rented to a University employee that meets the standards for a low-income household and Unit #15 is rented to a University employee that meets the standards for a very low-income household.

ANALYSIS:

As discussed above, Dominican University decided to rent the two BMR units to University employees rather than renting to qualifying students. Staff is pleased with this direction as it is wholly consistent with San Rafael General Plan 2020 Housing Element policies that strongly encourages workforce housing. The two BMR units are rented to University employees that would likely otherwise seek housing outside of the community.

While the current rent approach does not exercise the student rental option specified in the BMR Agreement, Thompson Development Company and Dominican University have requested that this option continue to remain in the Agreement through the duration of the master lease (four years remaining). Staff finds this request to be reasonable provided that: 1) the rental of these two units continue to be monitored annually by the City; and 2) if there is a shift to the student rental option, staff will forward the annual rental report to the City Council for review. This request would not require any further amendments to the executed BMR Agreement.

FISCAL IMPACT:

There is no cost to the City for the proposal, with the exception of the MHA staff time for program administration of the for-sale units. The Agreement requires the developer/property owner pay an annual monitoring fee of \$100.00 per for-sale BMR unit. The Developer has also paid for the staff time and legal fees associated with the preparation of multiple BMR Agreements.

The City contracts with MHA to administer the City's affordable program for rental developments pursuant to a service contract dated May 2, 2016. The net annual cost of the MHA rental administration contract is about \$30,500 per year and is funded by the affordable housing fees collected by the Community Development Department from a commercial development linkage fee and affordable housing in lieu fee. The affordable housing in-lieu fees are stored in Fund 243.

OPTIONS:

The City Council has the following options to consider on this matter:

- Accept the report; or
- Continue the matter and direct staff to return with additional information; or
- Reject the report.

RECOMMENDED ACTION:

Accept report.

ATTACHMENTS:

1. Below Market Rate Housing Agreement Addressing Rental/Lease Options
2. Letter from Thompson Development Company to the City of San Rafael presenting the annual BMR Agreement rental/lease report; November 5, 2018

ATTACHMENT 1

BMR AGREEMENT FOR RENTAL/LEASE

1200 Irwin Street – 524 Mission Avenue

Recorded May 16, 2018

6/30/17



2018-0017403

Recorded
Official Records
County of
Marin
RICHARD N. BENSON
Assessor-Recorder
County Clerk

REC FEE 0.00
CONFORMED COPY 0.00

09:49AM 16-May-2018

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Page 1 of 25

RECORDING REQUESTED By and
WHEN RECORDED MAIL TO:

City of San Rafael
Attn: City Clerk
1400 Fifth Avenue
San Rafael, Ca 94901

No fee for recording pursuant to
Government Code Section 27383

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS
(Below Market Rate Rental Unit Agreement; Density Bonus Law)

Development Name: Mission Irwin Carriage Houses
Location: 1200 Irwin Street-524 Mission Avenue, San Rafael (APN 014-013-05)
Developer: 524 Mission Street, LLC

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into this 14th day of August, 2017, among the **CITY OF SAN RAFAEL**, a municipal corporation ("City"); the **HOUSING AUTHORITY OF THE COUNTY OF MARIN**, a public body, corporate and politic, created under the Housing Authority Law of the State of California ("**Marin Housing Authority**"); and **524 MISSION STREET, LLC** a California limited liability company, or any of their successors in interest (collectively the "**Developer**"), collectively the "**Parties**," with reference to the following:

RECITALS

A. The City has adopted a density bonus ordinance (Section 14.16.030.H of the San Rafael Municipal Code) (the "**Density Bonus Ordinance**") to conform with state density bonus law (Government Code Sections 65915 – 65918) (together "**Density Bonus Law**"). Density Bonus Law allows a density bonus, concessions, and other regulatory incentives when a developer proposes to provide rental housing affordable to Very Low Income or Low Income Households, as defined below.

B. Developer is the owner of certain real property located at 1200 Irwin Street, San Rafael, County of Marin, California, which is more particularly described in attached Exhibit A incorporated herein by this reference (the "**Property**"). In consideration of certain valuable land use and economic benefits conferred by the City upon the Property under Density Bonus Law, Developer, for itself, its successors, heirs, grantees and assigns, hereby agrees to comply with the requirements of Density Bonus Law as applied to the Property.

C. The Developer has received a discretionary approval from the City Council of the City of San Rafael (Resolution 12315; the "**Project Approvals**") to construct a total of fifteen (15) residential condominium units on the Property (the "**Development**"). As part of the Development, Developer has sought

and agreed to construct two dwelling units affordable to Very Low and Low Income Households (the "Affordable Units") for the Density Bonus Term as defined below. The two Affordable Units represent fifteen percent (15%) of the thirteen (13) maximum units allowed by zoning prior to the application of the density bonus.

D. Under Density Bonus Law, Developer has applied for, and the City has granted, the following regulatory incentives in exchange for the Developer's provision of the Affordable Units: (1) a density bonus of two units; and (2) reduced parking requirements, including tandem parking and a maximum of two spaces per dwelling unit. The density bonus and parking reduction incorporated into the Development are collectively "**Incentives.**"

E. Density Bonus Law requires the City to ensure, and the Developer to agree to, continued affordability of the Affordable Units for the Density Bonus Term. To ensure their continued affordability for the Density Bonus Term, this Agreement shall be executed and recorded against the Property prior to issuance of the Certificate of Occupancy for the Development.

F. Pursuant to San Rafael City Council Resolution 14132 adopted June 20, 2016, the Parties entered into that certain Below Market Rate Housing Agreement and Declaration of Restrictive Covenants dated May 20, 2016 and recorded July 26, 2016 as Instrument Number 2016-0033359 in the Official Records of the County of Marin. (the "**BMR Agreement**"). The BMR Agreement requires the Developer to provide two Affordable Units; if the Developer elected to initially rent the Affordable Units, the BMR Agreement requires one Affordable Unit to be affordable to Very Low Income Households and one Affordable Unit to be affordable to Low Income Households for the Density Bonus Term as defined below. The BMR Agreement further requires that if the Developer elects to initially rent the Affordable Units, the Developer enter into a BMR Rental Agreement. The Developer has elected to initially rent the Affordable Units. This Agreement constitutes the BMR Rental Agreement.

G. Developer acknowledges and agrees that the Project Approvals provided adequate and proper notice pursuant to Government Code Section 66020 of Developer's right to protest any requirements for fees, dedications, reservations, and other exactions as may be included in this Agreement, that no protest in compliance with Section 66020 was made within ninety (90) days of the date that notice was given, and that the period has expired in which Developer may protest any and all fees, dedications, reservations, and other exactions as may be included in this Agreement.

H. Marin Housing Authority is authorized by law to participate in programs that provide housing for households of very low, low, and moderate income. The City has contracted with Marin Housing Authority to administer the City's affordable housing program.

I. Developer and Dominican University of California ("**Dominican**") have entered into a Master Lease dated February 9, 2017, by the terms of which Dominican has agreed to lease the Development from the Developer and to sublease the units to students enrolled in Dominican University programs ("**Dominican Master Lease**"). The City has been provided a copy of this Dominican Master Lease.

NOW THEREFORE, it is hereby agreed by and between the Parties hereto as follows:

AGREEMENT

The Parties agree and acknowledge that the above recitals are true and accurate, and are incorporated into this Agreement by this reference.

1. Definitions and Exhibits

1.1 Definitions. In addition to those terms defined in the Recitals and in other sections of this Agreement, the following terms are specially defined for the purposes of this Agreement:

A. "Affordable Rent" is the maximum allowable Rent for an Affordable Unit that does not exceed: (i) for Very Low Income Households, is equal to or less than one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Area Median Income, as adjusted for Assumed Household Size; (ii) for Low Income Households, is equal to or less than one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Area Median Income; and (iii) for Median Income Households, is equal to or less than one-twelfth (1/12) of thirty percent (30%) of one hundred percent (100%) of Area Median Income, as adjusted for Assumed Household Size. Affordable Rent cannot exceed the Rent for Market Rate Units. An example of the calculations and methodology to be used to determine the Affordable Rent is illustrated in Exhibit B attached hereto. An example of the calculations and methodology to be used to determine the Affordable Rent during the Dominican Master Lease is illustrated in Exhibit B-1 attached hereto.

B. "Area Median Income" means median yearly income in Marin County as published pursuant to California Code of Regulations, Title 25, Section 6932, or successor provision.

C. "Assumed Household Size" shall be based on presumed maximum occupancy levels of one person in a studio apartment, two (2) persons in a one-bedroom unit, three (3) persons in a two-bedroom unit, and one additional person for each additional bedroom thereafter.

D. "Density Bonus Term" is the period that commences when the City, Marin Housing Authority, and the Developer record the Regulatory Certificate described in Section 5 and that terminates fifty-five (55) years after the date of the recordation of the Regulatory Certificate.

E. "Eligible Household" is a household which has been determined to be eligible to rent or lease an Affordable Unit in compliance with Density Bonus Law and this Agreement. All occupants of an Affordable Unit are considered to be one household.

F. "Household Income" is the combined, gross, pre-tax income of all occupants of the Affordable Unit, including any co-signors on the lease or sublease.

G. "Low Income Affordable Unit" means an Affordable Unit reserved for occupancy by Low Income Households at an Affordable Rent.

H. "Low Income Household" means a household whose Household Income does not exceed the lower income limits applicable to Marin County, adjusted for household size, as published annually by the California Department of Housing and Community Development; generally a household with a Household Income between fifty percent (50%) and eighty percent (80%) of Area Median Income, adjusted for actual household size.

I. "Market Rate Units" are Units which are not Affordable Units.

J. "Median Income Household" means a household whose Household Income does not exceed the Area Median Income applicable to Marin County, adjusted for household size, as published annually by the California Department of Housing and Community Development; generally a household with a Household Income between eighty percent (80%) and one hundred percent (100%) of Area Median Income, adjusted for actual household size.

K. "Rent" is the total of monthly payments as calculated by the Marin Housing Authority and paid by the Tenant of an Affordable Unit for all of the following: (1) use and occupancy of the Affordable Unit and land and all facilities associated with the Affordable Unit, including but not limited to parking, bicycle storage, storage lockers, and use of all common areas; (2) any separately charged fees or service charges assessed by the Developer which are required of all tenants of Units in the Project, except security deposits; (3) an allowance for utilities paid by the Tenant as established by the Marin Housing Authority, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and (4) any other interest, taxes, fees or charges for use of the land or associated facilities that are assessed by a public or private entity other than the Developer and paid by the Tenant.

L. "Tenant" is all occupants of an Affordable Unit pursuant to a valid lease or rental agreement with the Developer. During the term of the Dominican Master Lease, a Tenant shall include all occupants of an Affordable Unit under a valid sublease or rental agreement pursuant to the Dominican Master Lease.

M. "Tenant Lease" is defined in Section 3.4.

N. "Unit" is one of the fifteen (15) dwelling units in the Development.

O. "Very Low Income Household" means a household whose Household Income does not exceed the very low income limits applicable to Marin County, adjusted for household size, as published annually by the California Department of Housing and Community Development; generally a household with a Household Income at or below fifty percent (50%) of Area Median Income.

P. "Very Low Income Affordable Units" means an Affordable Unit reserved for rent by Very Low-Income Households at an Affordable Rent.

1.2 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

Exhibit A	Legal Description of the Property.
Exhibit B	Unit Description and Affordable Rent Calculation.
Exhibit B-1	Affordable Rent Calculation for the Term of the Dominican Master Lease.
Exhibit C	Household Income Certification.
Exhibit D	Certificate of Continuing Compliance.
Exhibit E	Commencement of Density Bonus Term

2. Construction of Development and Affordable Units

2.1 Satisfaction of Affordable Housing Requirement. The Affordable Housing requirements shall be satisfied with respect to the Property if: (a) the Developer constructs or causes to be constructed two Affordable Units of three bedrooms and three baths with a 564 square foot tandem garage and (b) Developer offers all dwelling units in the Development for rent and rents the Affordable Units to Eligible Households in compliance with Section 3 below.

2.2 Affordable Units. To satisfy Developer's affordable housing requirements for the Development under Density Bonus Law and the Density Bonus Ordinance, at initial occupancy of the Development, Developer shall: (a) rent one Affordable Unit to a Low Income Households at Affordable Rent; and (b) rent one Affordable Unit to a Very Low Income Household at Affordable Rent, as specified in Section 3 below.

2.3 Location of Affordable Units. The Affordable Units shall initially be constructed on the Property in the locations shown or described in Exhibit B attached hereto.

2.4 Appearance, Size, Bedroom Count and Tenure.

A. Appearance and Maintenance of Affordable Units. The design, square footage, appearance, and general quality of the Affordable Units shall be compatible with those of the Market Rate Units and consistent with the designs provided for the Project Approvals. Developer shall allocate and assign parking spaces, bicycle storage, storage lockers, and other spaces reserved for use by individual Units to the Affordable Units on the same basis as for the Market Rate Units, and Tenants of the Affordable Units shall have equal access to the Development's common areas as is given to the residents of the Market Rate Units, but any fee charged for use of common areas or for spaces reserved for individual Units shall be included in the Tenant's Rent. Once completed, the Affordable Units shall not be kept vacant or used for any purpose except for residential use and shall be marketed concurrently with the Market Rate Units and offered for rent to Eligible Households at Affordable Rents.

B. Location and Characteristics of Affordable Units. Developer shall provide the Affordable Units in the Development in accordance with the schedule shown in Exhibit B. As provided in Exhibit B, the Affordable Units shall be dispersed within the Development with a bedroom mix equivalent to the bedroom mix of the Market Rate Units, except that the Developer may elect to provide the Affordable Units with more bedrooms.

C. Change in Location of Affordable Units. If, after recordation of this Agreement, Developer desires to change the location of any Affordable Units within the Development, Developer shall submit a written request for such change to the Director, who may approve such request provided that any relocated Affordable Units shall be comparable to those listed in Exhibit B and shall contain the same number of bedrooms.

2.5 Schedule for Developing Affordable Units. Certificates of occupancy or final inspections for the Affordable Units shall be issued concurrently with certificates of occupancy or final inspections for the Market Rate Units, such that, of the units that have been issued certificates of occupancy or final inspections, at least fifteen percent (15%) shall be Affordable Units.

3. Rent Regulatory Provisions

The provisions of this Section 3 are applicable until the expiration of the Density Bonus Term.

3.1 Affordability and Occupancy Covenants.

A. Occupancy Requirements. Subject to the provisions of Section 3.2 below, one of the Affordable Units shall be rented to and occupied by or, if vacant, available for occupancy by, a Very Low Income Household; and one Affordable Unit shall be rented to and occupied by or, if vacant, available for occupancy by, a Low Income Household. The Affordable Units shall not be kept vacant or used for any purpose except for residential use and, when vacant, shall be offered for rent to Eligible Households at Affordable Rent.

B. Allowable Rent. Subject to the provisions of Section 3.2 below, the total maximum Rent charged to Tenants of the Affordable Units shall not exceed Affordable Rent. During the term of the Dominican Master Lease, the total Rent charged to all occupants of each Affordable Unit cannot exceed the Affordable Rent.

C. Approval of Rents. Initial Rent for the Affordable Units shall be approved by the Marin Housing Authority prior to occupancy at the time the Developer submits the information required by Section 4.1 below. Marin Housing Authority shall review all proposed Rent increases to determine whether the proposed increases are consistent with the provisions of this Agreement. Developer shall certify to Marin Housing Authority that no fee other than Affordable Rent is being charged to Tenants of the Affordable Units for all of the components of Rent defined in Section 1.1 above.

D. Schedule of Affordable Rents. The City has provided the Developer with a schedule of Affordable Rents for the Affordable Units in effect on the date of this Agreement, set forth in attached Exhibit B and Exhibit B-1 during the term of the Dominican Master Lease. Marin Housing Authority annually determines Affordable Rents (including utility allowances) based on changes in Area Median Income and utility allowances, and Developer shall obtain a copy of the schedule from Marin Housing Authority.

3.2 Increased Income of Tenants.

A. Increase from Very Low Income to at or below Low Income. If, upon annual recertification of a Tenant's Household Income, the Developer determines that a former Very Low Income Household's Income has increased and exceeds the qualifying income for a Very Low Income Household, but does not exceed the qualifying limit for a Low Income Household, then, upon expiration of the Tenant's lease and after thirty (30) days written notice to the Tenant, the Tenant's Rent may be increased to Affordable Rent for Low Income Households.

B. Increase from Very Low Income or Low Income to at or below Median Income. If, upon annual recertification of a Tenant's Household Income, the Developer determines that a former Very Low Income or Low Income Household's Income has increased and exceeds the qualifying income for a Very Low Income or Low Income Household, but does not exceed the qualifying limit for a Median Income Household, then, upon expiration of the Tenant's lease and after thirty (30) days written notice to the Tenant, the Tenant's Rent may be increased to Affordable Rent for Median Income Households.

C. Increase from Very Low Income, Low Income, or Median Income to Above Area Median Income. If, upon recertification of a Tenant's Household Income, the Developer determines that the Tenant's Household Income has increased and exceeds the qualifying income for a Median Income Household, then the Tenant shall be given written notice that: (i) Tenant's Rent shall be increased sixty (60) days after the date in the notice to an amount to be determined by Developer but not to exceed Rent for a comparable Market Rate Unit; and (ii) Tenant shall vacate the Affordable Units six (6) months from the date of the notice or upon expiration of the Tenant's lease, whichever is later. If, prior to the date by which the Tenant must vacate the Affordable Units, another Unit is vacated which is not designated as an Affordable Unit and is of appropriate bedroom size, the Developer may, at the Developer's option, request the City to approve a change in the location of the Affordable Units; allow the Tenant to remain in the original Unit; and designate the newly vacated Unit as an Affordable Unit if approved by the City.

3.3 Agreement to Limitation on Rents. The Development has received Incentives from the City under the Density Bonus Law and the Density Bonus Ordinance, which are forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code. Sections 1954.52(b) and 1954.53(a)(2) of the Costa-Hawkins Act provide that, where a developer has received such assistance, certain provisions of the Costa-Hawkins Act do not apply if a developer has so agreed by contract. The Developer hereby agrees to limit Rents as provided in this Agreement in consideration of the Developer's receipt of the Incentives and further agrees that any limitations on Rents imposed on the Affordable Units are in conformance with the Costa-Hawkins Act. The Developer further warrants and covenants that the terms of this Agreement are fully enforceable.

3.4 Lease and Sublease Provisions. The Developer shall use a form of Tenant lease, and, during the term of the Dominican Master Lease, Dominican shall use a form of Tenant sublease (collectively the "Tenant Lease") approved by the City for the Affordable Units. The City shall not withhold approval from any form that:

- A. provides that the Tenant's Household Income is subject to annual certification;
- B. provides for termination of the lease for failure: (1) to provide any information required under this Agreement or reasonably requested by the Developer to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, as an Eligible Household in accordance with this Agreement, or (2) to qualify as an Eligible Household as a result of any material misrepresentation made by such Tenant with respect to the Household Income computation or certification;
- C. provides that the Rent may not be raised more often than once every twelve (12) months. The Developer will provide each Tenant with at least sixty (60) days written notice of any increase in Rent applicable to such Tenant;
- D. prohibits further subleasing of the Affordable Units or any portion of the Affordable Units or any spaces reserved for the use of the Tenant, contains nondiscrimination provisions, and includes the Tenant's obligation to inform the Developer of any need for maintenance or repair;
- E. includes reasonable rules of conduct consistent with California law;
- F. allows termination of the tenancy only for an increase in Tenant's Household Income above qualifying income for Median Income Households or for good cause, including violation of the terms and conditions of the Tenant Lease, violations of applicable federal, state, or local law, or other good cause;

G. includes if desired, the obligation for Tenant to provide a security deposit not exceeding one months' Rent.

4. Marketing, Income Certification, Reporting, and Annual Fee.

4.1 Required City Approvals. At least thirty (30) days before any Units in the Development receive a final inspection or certificate of occupancy, the Developer shall notify City and the Marin Housing Authority of the availability of the Affordable Units and provide to the City and Marin Housing the proposed form of Tenant Lease to confirm conformance with the provisions of Section 3.4 above; and proposed Affordable Rent for the Affordable Units, all for City and Marin Housing Authority review and approval. The Affordable Units shall be marketed concurrently with the marketing of the Market Rate Units.

4.2 Prohibition on Discrimination in Tenant Selection (Section 8 Vouchers and Certificate Holders). The Developer will review applications from prospective Tenants of the Affordable Units, on the same basis as all other prospective Tenants, of 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 any successor. The Developer shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective Tenants for the Affordable Units, nor shall the Developer apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of Affordable Units by such prospective Tenants. Notwithstanding the above, during the term of the Dominican Master Lease, Dominican may choose occupants of the Affordable Units.

4.3 Marketing Materials.

A. Term of Dominican Master Lease. During the term of the Dominican Master Lease, at least thirty (30) days before any Affordable Units are rented in the Development, the Developer shall provide information that will be provided to Dominican and to applicants of the Affordable Units, including conditions and restrictions applicable to occupancy of the Affordable Units, current Affordable Rent, permitted Rent increases, maximum qualifying Household Income for an Eligible Household, requirement for annual Household Income recertification, and requirement to vacate the Affordable Unit if the Tenant's Household Income exceeds Median Household Income.

B. Termination of Dominican Master Lease. The Developer shall notify the City when the Dominican Master Lease terminates. Upon the termination of the Dominican Master Lease, the Developer shall additionally submit a marketing plan to the City that shall include means to be used to advertise the Affordable Units to the public and maintenance of a waiting list and the amount of any application screening fee to be imposed by Developer. Developer shall provide information to applicants as required by subsection A of this Section.

4.4 Income Certification. Upon initial occupancy and annually thereafter, the Developer will obtain, complete and maintain on file Household Income certifications (Exhibit C), or a similar form as may be approved by the City, for each Tenant renting an Affordable Unit. Developer shall make a good faith effort to verify that the Household Income certifications provided by a Tenant are accurate by taking two or more of the following steps as a part of the verification process for all members of the Tenant household age eighteen (18) or older: (a) obtaining a minimum of the three (3) most current pay stubs; (b) obtaining an income tax return for the most recent tax year, including either a certification that Tenant is not claimed as a dependent or copies of any income tax returns where the Tenant is claimed as a dependent; (c) conducting a credit agency or

similar search; (d) obtaining the three (3) most current savings and checking account bank statements; (e) obtaining an income verification form from a current employer; (f) obtaining an income verification form from the Social Security Administration and/or the California Department of Social Services if an adult member of the Tenant's household receives assistance from either of such agencies; or (g) if the Tenant is unemployed and has no such tax return, obtain another form of independent verification. During the term of the Dominican Master Lease, the Developer may also elect to obtain a Free Application for Federal Student Aid or form utilized by Dominican as part of the verification process. The Developer shall maintain copies of annual Household Income certifications and maintain that form on file for a minimum of five (5) years and shall permit the City or their designee to inspect the Household Income certifications at the Developer's office upon three (3) days' notice. The Developer shall provide any additional information reasonably requested by the City or its designee.

4.5 Annual Report. The Developer shall submit to the City and Marin Housing Authority by June 30 of each year a report, in a form prescribed by or otherwise acceptable to the City, verifying compliance by Developer with the terms of this Agreement and certified as correct by the Developer under penalty of perjury. Exhibit D Certification of Continuing Compliance, or a similar form as may be approved by the City, may be used to meet this requirement. The annual report shall include without limitation the following information:

A. Certifications of Household Income for all Tenants of the Affordable Units at the time of initial occupancy and upon the yearly anniversary of their continuing tenancies.

B. Verified Household Income statements. Developer shall retain in the Tenant's file all verifications of Tenant's Household Income.

C. Number of persons in each Affordable Unit.

D. Certification of the amount of Rent charged for the year for the Affordable Units.

E. Certification that neither Developer nor Dominican nor any other party is charging any fee other than Affordable Rent to the Tenants of the Affordable Units for all of the components of Rent defined in Section 1.1 above.

F. During the Dominican Master Lease, the Developer or their designee, will obtain, complete and maintain on file Household Income Certifications (Exhibit C), or a similar form as may be approved by the City, for each of the eight (8) tenants identified as "Eligible Households".

G. Other information reasonably required by the City.

4.6 Other Reports. Within fifteen (15) days after receipt of a written request, Developer shall provide any other information or completed forms requested by the City or Marin Housing Authority to ensure compliance with this Agreement.

4.7 Records. The Developer shall maintain complete, accurate, and current records pertaining to the Units for five (5) years after creating such records, and shall permit any duly authorized representative of the City or Marin Housing Authority to inspect and copy such records, including the records pertaining to Household Income and household size of Tenant households.

4.8 Annual Monitoring Fee. The Developer agrees to pay to the City during the Density Bonus Term an annual monitoring fee payable on or before June 30 of each year as established by the City. The initial annual monitoring fee is shown on Exhibit D.

5. Commencement of Density Bonus Term. The Density Bonus Term shall commence on the date that the Developer, City, and Marin Housing record a certificate stating that the Affordable Units is rented and occupied by an Eligible Household. Such certificate shall identify the beginning and end dates of the Density Bonus Term (Exhibit E).

6. Management of Property and Property Maintenance.

6.1 Management Responsibilities. The Developer is responsible for all management functions with respect to the Development, including, without limitation, the annual recertification of household size and Household Income (subject to review by the City or its assignee), selection of Tenants, maintenance of a waiting list for the Affordable Units, evictions, collection of Rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City and Marin Housing Authority shall have no responsibility over management of the Development.

6.2 Property Maintenance. The City places prime importance on quality maintenance to ensure that all developments within the City which include affordable housing units are not allowed to deteriorate due to below-average maintenance. Developer shall provide the Affordable Units with the same level and quality of maintenance, including performance of repairs and periodic replacement of fixtures, as the Market Rate Units. The Developer agrees to maintain 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.

6.3 Remedies. In the event that the Developer breaches any of the covenants contained in this Section 6 and such default continues for a period of ten (10) days after written notice from the City specifying the nature of the breach with respect to graffiti, debris, waste material, or a health or safety violation, or thirty (30) days after written notice from the City specifying the nature of the breach with respect to general maintenance, landscaping and building improvements, then the City, in addition to whatever other remedy it may have at law or in equity, shall have the right (but is not required) to enter upon the Property after ten (10) days' prior written notice to the Developer describing the nature of the City's intended actions and to perform or cause to be performed all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, as specified in a correction plan approved by the City, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures incurred by the City or its agents arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, plus an administrative charge equal to fifteen percent (15%) of the amount of such expenditures (the expenditures plus the administrative charges are the "**Correction Costs**"), if Developer does not remit the full amount of the Correction Costs to the City within thirty (30) days after City notifies Developer of the full amount of the Correction Costs.

6.4 Taxes and Assessments. Developer shall pay all real and personal property taxes, assessments, if any, 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. The Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Developer exercises its right to contest any tax, assessment, or charge against it, Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

6.5 Damage or Destruction of Development. If all of the Units on the Property are demolished, the Incentives granted to Developer under Density Bonus Law shall terminate and the terms of this Agreement shall terminate and be of no further force and effect.

7. Enforcement

7.1 Covenants Running with the Land. The City, Marin Housing Authority, and Developer hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall apply to and bind Developer and its heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden such portions of the Property until terminated in accordance with Section 7.2. Until all or portions of the Property are expressly released from the burdens of this Agreement, each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument. In the event of foreclosure or transfer by deed-in-lieu of all or any portion of the Property prior to completion and sale of the Affordable Units, title to all or any portion of the Property shall be taken subject to this Agreement. Developer acknowledges that compliance with this Agreement is a requirement of Density Bonus Law and the Project Approvals, and that no event of foreclosure or trustee's sale may remove these requirements from the Property.

7.2 Release of Property from Agreement.

A. Prior to the expiration of the Density Bonus Term, Developer shall provide all notifications required by Government Code Sections 65863.10 and 65863.11 or successor provisions and any other notification required by any state, federal, or local law.

B. Upon the expiration of the Density Bonus Term, City and Marin Housing Authority shall execute and record a release of the Development, the Property, and each Unit in the Development from the burdens of this Agreement within thirty (30) days following written notice from the Developer, if at the time the Developer is in compliance with all terms of this Agreement.

7.3 Default. Failure of the Developer to satisfy any of Developer's obligations under the terms of this Agreement within thirty (30) days after the delivery of a notice of default from the City will constitute a default under this Agreement and a failure to satisfy the Project Approvals and Density Bonus Law. In addition to remedies for breach of this Agreement, the City or Marin Housing Authority, if authorized by the City, may exercise any and all remedies available to it, including but not limited to:

A. withholding, conditioning, suspending or revoking any permit, license, subdivision approval or map, or other entitlement for the Development, including without limitation final inspections for occupancy and/or certificates of occupancy;

B. instituting against the Developer, or other parties, a civil action for declaratory relief, injunction or any other equitable relief, or relief at law, including without limitation an action to rescind a transaction and/or to require repayment of any funds received in connection with such a violation;

C. where one or more persons have received financial benefit as a result of violation of this Agreement or of any requirement imposed under the Density Bonus Law, instituting legal action to recover as necessary, a penalty in any amount up to and including the amount of financial benefit received, in addition to recovery of the benefit received;

D. requiring the Developer or his/her successors in interest to the Property to pay the City Rent or any other payment received by the Developer for the Affordable Units from the date of any unauthorized use of the Affordable Units or in excess of Affordable Rent; and

E. Any other means authorized under the City of San Rafael Municipal Code, Density Bonus Law, or any other federal or state statute.

7.4 Remedies Cumulative. No right, power, or remedy given to the City or Marin Housing Authority by the terms of this Agreement or Density Bonus Law is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of this Agreement, Density Bonus Law, or by any statute or ordinance or otherwise against Developer and any other person. Neither the failure nor any delay on the part of the City or Marin Housing Authority to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City or Marin Housing Authority of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

7.5 Attorney's Fees and Costs. If either party initiates an action to enforce its rights under the Agreement and elects at the initiation of the action to seek the recovery of attorneys' fees, the prevailing party in such an action shall be entitled to an award of reasonable attorneys' fees and costs in addition to any other recovery under this Agreement.

8. General Provisions

8.1 Appointment of Other Agencies. At its sole discretion, the City may designate, appoint or contract with any other public agency, for-profit or non-profit organization to perform some or all of the City's obligations under this Agreement.

8.2 Records. Developer shall retain all records related to compliance with obligations under this Agreement for a period not less than five (5) years from the date of origination of such records, and make them available to City or Marin Housing Authority employees or others designated by the City for inspection and copying on five (5) business days' written notice. The City and Marin Housing Authority shall be entitled to monitor compliance with this Agreement and Density Bonus Law, and Developer shall cooperate with City monitoring, including obtaining Tenant Rent and Household Income verification upon request of the City.

8.3 Nondiscrimination. The Affordable Units shall be available for occupancy to members of the general public. The Developer shall not give preference to any particular class or group of persons in renting the Affordable Units, except to the extent that the Affordable Units is required to be rented to Eligible Households and as required by this Agreement, including, without limitation, as set forth in Section 3 above; provided, however, there shall be 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), age (except for lawful senior housing), ancestry, or disability, in the leasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall the Developer or any person claiming under or through the Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of Tenants of any Unit or in connection with the employment of persons for the construction, operation and management of the Development.

8.4 Hold Harmless. Developer will indemnify and hold harmless (without limit as to amount) City and Marin Housing Authority and their elected officials, officers, employees and agents in their official capacity (hereinafter collectively referred to as "**Indemnitees**"), and any of them, from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of or relating in any manner to the Development, the Affordable Units, or Developer's performance or non-performance under this Agreement, including claims pursuant to California Labor Code Section 1720 et seq., and shall protect and defend Indemnitees, and any of them with respect thereto, except to the extent arising from the gross negligence or willful misconduct of the Indemnitees. The provisions of this Section shall survive expiration or other termination of this Agreement or any release of part or all of the Property from the burdens of this Agreement, and the provisions of this Section shall remain in full force and effect.

8.5 Notices. All notices required pursuant to this Agreement shall be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, to the Party to receive such notice at the addressed set forth below:

To the City:	City of San Rafael Office of the City Clerk 1400 Fifth Avenue San Rafael, Ca 94915-1560
To the Developer:	524 Mission Street, LLC Thompson Development Inc. 250 Bel Marin Keys Blvd., Bldg A Novato, CA 94949
To Marin Housing Authority:	Marin Housing Authority Executive Director 4020 Civic Center Drive San Rafael, CA 94903-4173

Any party may change the address to which notices are to be sent by notifying the other parties of the new address, in the manner set forth above.

8.6 Integrated Agreement. This Agreement constitutes the entire Agreement between the Parties and no modification hereof shall be binding unless reduced to writing and signed by the Parties hereto.

8.7 Each Party's Role in Drafting the Agreement. Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and

negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

8.8 Amendment of Agreement; Approvals and Consents.

A. Amendments to this Agreement, including any proposal to change any condition of the Project Approvals, shall be subject to the review and approval of the decision-making body which approved the Development. No amendment may be approved that is inconsistent with State law, the San Rafael Municipal Code, or any adopted affordable housing guidelines. Upon approval, a new Agreement or amendments to this Agreement, as appropriate, shall be executed and recorded.

B. The City has authorized the City Manager to execute this Agreement and has authorized the City Manager to deliver such approvals or consents as are required by this Agreement. Marin Housing Authority has authorized the Executive Director to execute this Agreement and has authorized Executive Director to deliver such approvals or consents as are required by this Agreement. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, unless it is specifically provided that a sole discretion standard applies.

8.9 Amendment of Agreement. This Agreement, and any section, subsection, or covenant contained herein, may be amended only upon the written consent of the City, Marin Housing Authority, and the Developer.

8.10 No Claims. Nothing contained in this Agreement shall create or justify any claim against the City or Marin Housing Authority by any person that Developer may have employed or with whom Developer 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 Property or the construction of the Development or construction of the Affordable Units.

8.11 Applicable Law and Venue. This Agreement shall be governed by California law. Venue for any dispute arising out of this Agreement shall be Marin County.

8.12 Waivers. Any waiver by the City or Marin Housing Authority of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City or Marin Housing Authority to take action on any breach or default of Developer or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Developer to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City or Marin Housing Authority to any act or omission by Developer shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Marin Housing Authority's or the City's written consent to future waivers.

8.13 Title of Parts and Sections. Any titles of the sections, subsections, or subparagraphs of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

8.14 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.

8.15 Recording of Agreement. This Agreement shall be recorded against the Property in the Official Records of the County of Marin prior to the recordation of any parcel map or final subdivision map or issuance of any building permit for the Development, whichever occurs first.

8.16 Severability. In the event any limitation, condition, restriction, covenant, or provision contained in this Agreement is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall nevertheless be and remain in full force and effect.


9. Exhibits. The following exhibits are attached to this Agreement:

Exhibit A	Legal Description of the Property.
Exhibit B	Unit Description and Affordable Rent Calculation.
Exhibit B-1	Affordable Rent Calculation for the Term of the Dominican Master Lease.
Exhibit C	Household Income Certification.
Exhibit D	Certificate of Continuing Compliance.
Exhibit E	Commencement of Density Bonus Term.

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

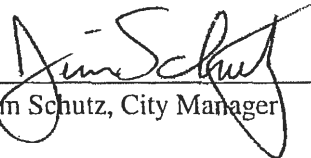
DEVELOPER:

524 Mission Street, LLC, a California limited liability company


By: 
Managing Member

CITY:

City of San Rafael, a municipal corporation

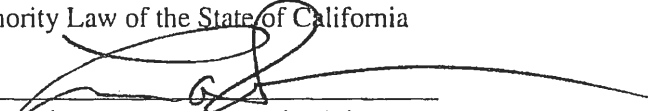
By: 
Jim Schutz, City Manager

ATTEST:

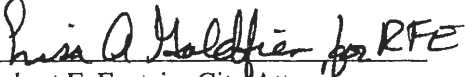

~~Esther Beirne, City Clerk~~
Lindsay Lara

MARIN HOUSING AUTHORITY:

Housing Authority of the County of Marin, a public body, corporate and politic, created under the Housing Authority Law of the State of California

By: 
Lewis A. Jordan, Executive Director

APPROVED AS TO FORM:

By:  for RFE
Robert F. Epstein, City Attorney

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

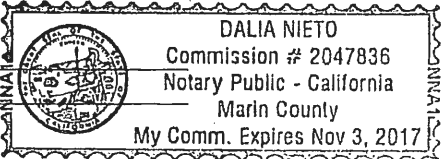
COUNTY OF MARIN

On August 16, 2017, before me, Dalia Nieto, Notary Public, personally appeared Paras Sharma, 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.

Dalia Nieto
Name: DALIA NIETO
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 MARIN

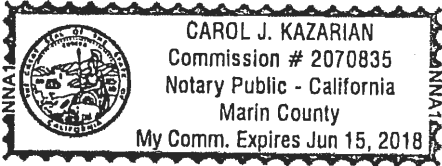
On August 21, 2017, before me, Carol J. Kazarian, Notary Public, personally appeared Lewis A. Jordan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in 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.

Carol J. Kazarian
Name: Carol J. Kazarian

Notary Public



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 Marin)

On 4/27/2018 before me, Lindsay Faye Lara, Notary Public
(insert name and title of the officer)

personally appeared James Schutz
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 L. Lara (Seal)

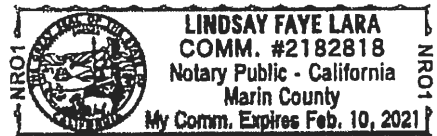


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Marin, City of San Rafael, State of California, and is described as follows:

Commencing at the corner formed by the intersection of the Northerly line of Mission Street with the Easterly line of Irwin Street; running thence Northerly along the Easterly line of Irwin Street 160 feet; running thence Easterly and parallel with Mission Street 165 feet to the Westerly line of Park Avenue thence Southerly along said Line of Park Avenue 160 feet, more or less, to the Northerly line of Mission Street, and thence Westerly along said last mentioned line of Mission Street, 165 feet to the point of commencement.

APN: 014-013-05

EXHIBIT B

UNIT DESCRIPTION AND SAMPLE CALCULATION OF AFFORDABLE RENT

TOTAL NUMBER OF VERY LOW AND LOW INCOME UNITS: Two

One 3 Bedroom unit @ Very Low

One 3 Bedroom unit @ Low

ALLOWABLE RENT CALCULATION: Housing expense includes utility allowance per schedule below (allowances from Marin Housing). Very Low Income is 50% of Area Median Income, Low Income is 60% of Area Median Income and Moderate Income is 80% of Area Median Income. The applicable household and unit sizes are listed below. Actual households can exceed the household size indicated but the rental calculation will not change.

For example, using the 2017 Area Median Income such calculation would be as follows:

The **Three Bedroom** Housing Expense shall not exceed 1/12 of 30% of 50% for very low income and 1/12 of 30% of 60% for low income.

The maximum qualifying tenant income is 50% of Area Median Income for very low income and 60% of Area Median Income for low income or a lesser income as defined by the **Owner**.

Affordability Level	50%		60%
Household Size	4 Person		4 Person
Unit Type	3 BRM		3 BRM
Median Income	115,300		115,300
Affordability Level	57,650		69,200
Monthly Income	4,804		5,767
30% of Income	1,441		1,730
Monthly Utility Allowance	(76)		(76)
Maximum Allowable Rent	1,365		1,654

Exhibit B-1

Affordable Rent Calculation for Term of Dominican Master Lease

TOTAL NUMBER OF VERY LOW AND LOW INCOME UNITS: Two

One 3 Bedroom unit @ Very Low

One 3 Bedroom unit @ Low

For example, using the 2017 Area Median Income such calculation would be as follows:

The **Three Bedroom** Housing Expense shall not exceed 1/12 of 30% of 50% for very low income and 1/12 of 30% of 60% for low income.

The maximum qualifying tenant income is 50% of Area Median Income for very low income and 60% of Area Median Income for low income or a lesser income as defined by the **Owner**.

During the Term of the Dominican Master Lease, the entire project consisting of fifteen three bedroom, three bathroom units will be subleased by Dominican University. The University will designate four tenants as very low income and four tenants as low income based on Household Income ("Eligible Households"). Each of these eight tenants will be charged one quarter of the Affordable Rent.

Number of Tenants	Income Level	Maximum Allowable Rent for Unit	Maximum Allowable Rent per Tenant
4	Very Low	\$ 1,365	\$ 341.25
4	Low	\$1,654	\$ 413.50

The Developer or its designee the University, will provide annual reports to the City of San Rafael and/or its designee Marin Housing to verify that these eight Tenants are paying no more each month than is allowable by the preceding table. In an effort to distribute these tenants evenly throughout the community, these eight tenants may live in any one of the fifteen three bedroom units in the project.

Developer acknowledges that the occupancy of the project by very low income and low income students pursuant to this Exhibit B-1 is subject to review by the San Rafael City Council after the first twelve months of occupancy of the project, at a hearing in which the Developer and Dominican University and other interested parties will have an opportunity to be heard and present evidence; and that the method of calculating the Affordable Rent per unit and/or per tenant provided in this Exhibit B-1 may be modified by the City Council after such review if the City Council finds such modification to be necessary for the proper implementation of the affordability restrictions required under the Density Bonus Law as applied to the Property.

ATTACHMENT 2

LETTER FROM THOMPSON DEVELOPMENT COMPANY

Annual BMR Rental/Lease Report

November 5, 2018

November 5, 2018

Delivered via Email

Attn: Paul Jensen
Community Development Department
City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

**Re: Dominican Townhomes – 1200 Irwin Street
BMR Rental Agreement Annual Update**

Dear Mr. Jensen,

As you know, Dominican University is the Master Tenant on a Master Lease for the above referenced property, and all fifteen units are occupied by tenants that are in some way associated with the University. Per the terms of the Below Market Rate Rental Agreement for this development, two of these fifteen units are currently rented as Below Market Rate units.

In June of 2018 University Staff submitted Household Income Certification documents for units #14 and #15 to verify that these units meet BMR standards as defined by the Marin Housing Authority. Please find these documents attached for your reference. These documents indicate these two units are being utilized as workforce housing for University employees. Unit #15 meets the standards for Very Low Income Housing at 50% of AMI, and unit #14 meets the standards for Low Income Housing at 60% of AMI.

The monthly rent charged for unit #15 is below the allowable maximum rent. However, as Ms. Lovette of the MHA has brought to our attention, because the occupant has an annual income that is \$12,000 below the *maximum* allowable income, the rent to income ratio exceeds 30%. In order to remedy this, going forward, we suggest that in addition to following the Maximum Rental Affordability Table as published by the Marin Housing Authority in March of each year, we also verify that the monthly rent charged to each tenant does not exceed 30% of that tenant's monthly income and also takes into account the monthly utility allowance as determined by the MHA. Ms. Lovette has suggested that an Addendum to the BMR Agreement be recorded to memorialize this arrangement. Both the owner of the property and the University are aware of this commitment and agree to comply.

Sincerely,



Casey Clement
Owner's Representative for 524 Mission Street, LLC

EXHIBIT A

HOUSEHOLD INCOME CERTIFICATION

SAN RAFAEL BELOW MARKET RATE RENTAL MONITORING PROGRAM

Project Name: Dominican Townhomes Date: 6/19/18

APARTMENT NUMBER # 14 NUMBER OF BEDROOMS 3

MONTHLY RENT \$ 1,165.4

OCCUPANT/HOUSEHOLD NAME: Juan Castellon

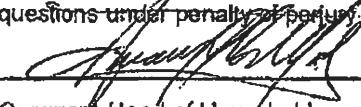
TOTAL GROSS ANNUAL INCOME OF ELIGIBLE HOUSEHOLD: 57,946

Total household income is the, gross, pre-tax income of all occupants of the household including any co-signors on the lease. Income includes all wages, salaries, governmental assistance, as reported as gross income for federal income tax; or verified by pay stubs, bank account records, governmental assistance records or other relevant documentation.

Attached hereto are the tax returns, pay stubs or other evidence of the income of the persons listed below:

Name of household member	Relationship to head of household	Age	Place of Employment/Source of income
Juan Castellon	Self	42	Dominican University
Teresa De Jesus Als	Wife	39	Woodlands Store
Ana Hernandez	Mother	62	None

I/We understand and have read and answered fully, frankly and personally each of the above questions under penalty of perjury, and do hereby swear they are true.



Occupant-Head of Household

Date: 6/21/2018

PROPERTY OWNER TO MAINTAIN THIS DOCUMENT FOR FIVE YEARS FOR INSPECTION PURSUANT TO AGREEMENT WITH THE CITY

1

EXHIBIT A

HOUSEHOLD INCOME CERTIFICATION

SAN RAFAEL BELOW MARKET RATE RENTAL MONITORING PROGRAM

Project Name: Dominican Townhomes Date: 6/20/18

APARTMENT NUMBER # 15 NUMBER OF BEDROOMS 3

MONTHLY RENT \$ 1,350

OCCUPANT/HOUSEHOLD NAME: Jannel Mariano

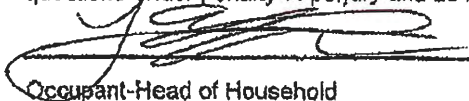
TOTAL GROSS ANNUAL INCOME OF ELIGIBLE HOUSEHOLD \$ 47,500

Total household income is the, gross, pre-tax income of all occupants of the household including any co-signors on the lease. Income includes all wages, salaries, governmental assistance, as reported as gross income for federal income tax; or verified by pay stubs, bank account records, governmental assistance records or other relevant documentation.

Attached hereto are the tax returns, pay stubs or other evidence of the income of the persons listed below:

Name of household member	Relationship to head of household	Age	Place of Employment/Source of income
Jannel Mariano	Self	24	Dominican University

We understand and have read and answered fully, frankly and personally each of the above questions under penalty of perjury and do hereby swear they are true.



Occupant-Head of Household

Date: 6/20/18

PROPERTY OWNER TO MAINTAIN THIS DOCUMENT FOR FIVE YEARS FOR INSPECTION PURSUANT TO AGREEMENT WITH THE CITY

MARIN COUNTY
RENTAL AFFORDABILITY FOR 2018

2018 INCOME SCHEDULE (published by HUD April 2018)

HH Size	Median Income	Very Low Income	Low Income	Low Income	Low Income	Low Income	Moderate Income
	100%	50%	60.00%	65.00%	70.00%	80.00%	90.00%
1	82,900	41,450	49,740	53,885	58,030	66,320	74,610
2	94,700	47,350	56,820	61,555	66,290	75,760	85,230
3	106,550	53,275	63,930	69,268	74,585	85,240	95,895
4	118,400	59,200	71,040	76,060	82,880	94,720	106,560
5	127,850	63,925	76,710	83,103	89,495	102,280	116,065
6	137,350	68,675	82,410	89,278	96,145	109,860	123,615

MAXIMUM RENT SCHEDULE - VERY LOW INCOME
Very Low Income rent @ 50.00% of median
Monthly rent, including utilities, may not exceed 1/12 of 30% of 50.00% of median income adjusted for household size.

HH Size	Unit size	Annual Income	Monthly Income	30% of Income	Monthly Utilities	RENT / MO
1	studio	41,450	3,454	1,036	41	\$995
2	1Br	47,350	3,940	1,184	49	\$1,135
3	2Br	53,275	4,440	1,332	66	\$1,266
4	3Br	59,200	4,933	1,480	85	\$1,395

#15 Jandriel
Mariano

MAXIMUM RENT SCHEDULE - LOW INCOME
Low Income rent @ 60.00% of median
Monthly rent, including utilities, may not exceed 1/12 of 30% of 60.00% of median income adjusted for household size.

HH Size	Unit size	Annual Income	Monthly Income	30% of Income	Monthly Utilities	RENT / MO
1	studio	49,740	4,145	1,244	41	\$1,203
2	1Br	56,820	4,735	1,421	49	\$1,372
3	2Br	63,930	5,328	1,598	66	\$1,632
4	3Br	71,040	5,920	1,776	85	\$1,691

#14 Juan
Castellon

MAXIMUM RENT SCHEDULE - LOW INCOME
Low Income rent @ 65.00% of median
Monthly rent, including utilities, may not exceed 1/12 of 30% of 65.00% of median income adjusted for household size.

HH Size	Unit size	Annual Income	Monthly Income	30% of Income	Monthly Utilities	RENT / MO
1	studio	53,885	4,490	1,347	41	\$1,306
2	1Br	61,555	5,130	1,539	49	\$1,490
3	2Br	69,268	5,771	1,731	66	\$1,665
4	3Br	76,980	6,413	1,924	85	\$1,639

MAXIMUM RENT SCHEDULE - LOW INCOME
Monthly rent, including utilities, may not exceed 1/12 of 30% of 70.00% of median income adjusted for household size.

HH Size	Unit size	Annual Income	Monthly Income	30% of Income	Monthly Utilities	RENT / MO
1	studio	58,030	4,836	1,451	41	\$1,410
2	1Br	66,290	5,524	1,657	49	\$1,608
3	2Br	74,585	6,215	1,865	66	\$1,799
4	3Br	82,880	6,907	2,072	85	\$1,987

MAXIMUM RENT SCHEDULE - LOW INCOME
Monthly rent, including utilities, may not exceed 1/12 of 30% of 80.00% of median income adjusted for household size.

HH Size	Unit size	Annual Income	Monthly Income	30% of Income	Monthly Utilities	RENT / MO
1	studio	66,320	5,527	1,658	41	\$1,617
2	1Br	75,760	6,313	1,894	49	\$1,846
3	2Br	85,240	7,103	2,131	66	\$2,065
4	3Br	94,720	7,893	2,368	85	\$2,283

MAXIMUM RENT SCHEDULE - MODERATE INCOME
Moderate Income rent @ 90.00% of median
Monthly rent, including utilities, may not exceed 1/12 of 30% of 90.00% of median income adjusted for household size.

HH Size	Unit size	Annual Income	Monthly Income	30% of Income	Monthly Utilities	RENT / MO
1	studio	74,610	6,218	1,865	41	\$1,824
2	1Br	85,230	7,103	2,131	49	\$2,082
3	2Br	95,895	7,991	2,397	66	\$2,331
4	3Br	106,560	8,880	2,664	85	\$2,579

The income schedule shown above is based on the 2018 Area Median Income for Marin County published by HUD

Utilities are based on the Section 8 allowances for electric heating and cooking & gas water heating published on 4/20/18

Y:\Rent and Income Schedules\2018 affordable rent schedule v1Low.mod



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Finance Department

Prepared by: Nadine Hade
Finance Director

City Manager Approval: _____

A handwritten signature in black ink, appearing to be the initials 'AS' or similar, written over a horizontal line.

TOPIC: QUARTERLY INVESTMENT REPORT

SUBJECT: ACCEPTANCE OF CITY OF SAN RAFAEL QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING DECEMBER 31, 2018

RECOMMENDATION: Accept investment report for the quarter ending December 31, 2018, as presented.

BACKGROUND: Pursuant to the State of California Government Code Section 53601, and the City's investment policy, last approved by the City Council on June 18, 2018, staff provides the City Council a quarterly report on the City's investment activities and liquidity. Included in the report are the cost of each investment, the interest rates (yield), maturity dates, and market value. Separate reports are prepared for the City and the Successor Agency to San Rafael Redevelopment Agency.

The City invests a portion of its pooled funds in the Local Agency Investment Fund (LAIF), a State-run investment pool. Beginning in March 2014, the City incorporated an investment strategy that added purchases of securities outside of LAIF with the assistance of its investment advisor, Insight Investment.

In addition to operational funds the City manages, the City is also directing the investment of funds held by a Trustee for the Essential Public Safety Facilities. As of December 31, 2018, the balance was \$41,379,292 and the portfolio had a yield of 2.46 percent.

ANALYSIS: As of December 31, 2018, the primary LAIF account had a balance of \$12,486,014. The other LAIF account holding housing funds for future administrative expenses contained \$148,276. Portfolio returns on LAIF deposits were 2.29% for the quarter. The remaining investment assets included the \$1,387,200 balance of Pt. San Pedro Assessment District bonds, and \$21,977,474 in government agency securities and corporate bonds (including US Bank NA Cincinnati, Pepsico Inc., Berkshire Hathaway Inc., Toyota Motor Credit Corp., and Caterpillar Financial Services). The overall total portfolio returns for the quarter ended December 31, 2018 were 1.99%.

The City's Westamerica account had a balance of \$13,930,547 at quarter end.

Exhibit A is composed of four parts: (1) Quarterly Investment Portfolio Report; (2) Historical Activity By Quarter summarizing the City's investments; (3) the three monthly investment reports from Insight Investment for the quarter; and (4) the two CAMP Lease Revenue Bonds Series 2018 Project Fund Account 7023-001 and Capitalized Interest Account 7023-002 for the month ending December 2018.

FISCAL IMPACT: No financial impact occurs by adopting the report. The City continues to meet the priority principles of investing - safety, liquidity and yield in respective order. The portfolio remains conservatively invested. Sufficient liquidity exists to meet daily operating and capital project requirements for the next six months. Operating funds, as defined for this report, exclude cash held with fiscal agents for the payment of bond principal and interest.

RECOMMENDATION: Accept investment report for the quarter ending December 31, 2018, as presented.

ATTACHMENTS:

1. Quarterly Investment Portfolio Report
2. Historical Activity by Quarter Report
3. Insight Investment Statements, October through December 2018
4. CAMP Lease Revenue Bonds Series 2018 Project Fund & Capitalize Interest Statements for the Month Ending December 31, 2018

I CERTIFY THAT ALL INVESTMENTS MADE ARE IN CONFORMANCE WITH THE CITY'S APPROVED INVESTMENT POLICY AND STATE INVESTMENT REGULATIONS. THE CITY HAS SUFFICIENT LIQUIDITY TO MEET ALL OF THE OBLIGATIONS REQUIRED DURING THE NEXT SIX-MONTH PERIOD.

NADINE HADE
FINANCE DIRECTOR

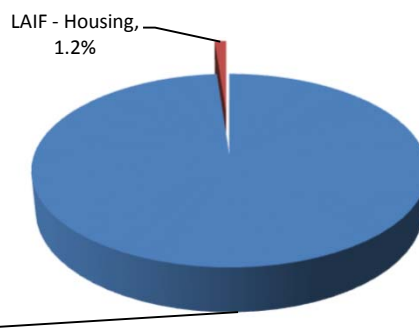
City of Rafael

Quarterly Investment Portfolio Report

December 31, 2018

Internally Managed Assets	%	Return
---------------------------	---	--------

LAIF	\$ 12,486,014	98.8%	2.29%
LAIF - Housing	\$ 148,276	1.2%	2.29%
Total Internally Managed	\$ 12,634,290	35.1%	

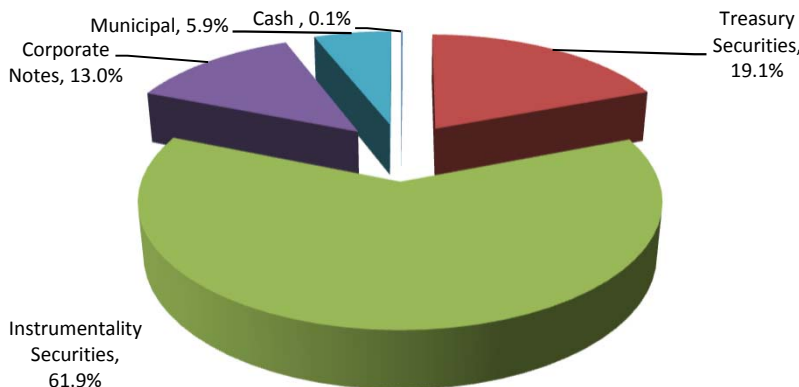


Weighted Average Yield **2.29%**

Effective Average Duration - Internal	1
Weighted Average Maturity - Internal	1

Externally Managed Assets	%	Return
---------------------------	---	--------

Cash	\$ 26,052	0.1%	0.00%
Treasury Securities	\$ 4,452,549	19.1%	1.61%
Instrumentality Securities	\$ 14,469,316	61.9%	1.50%
Corporate Notes	\$ 3,029,558	13.0%	2.21%
Municipal	\$ 1,387,200	5.9%	5.25%
Total Externally Managed	\$ 23,364,674	64.9%	

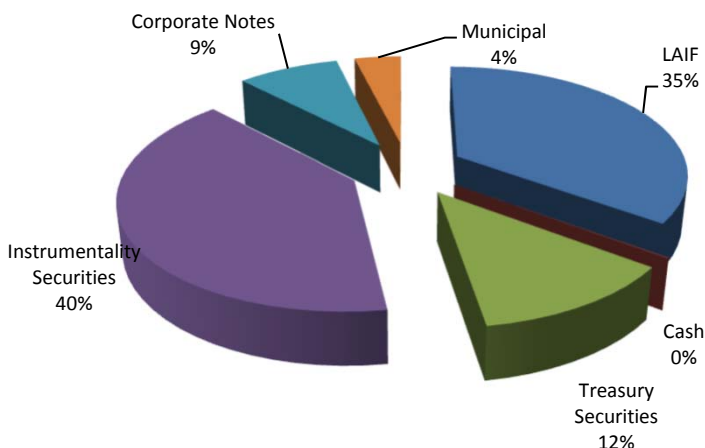


Weighted Average Yield **1.83%**

Effective Average Duration - External	1.34
Weighted Average Maturity - External	1.60

Total Portfolio Assets	%	Return
------------------------	---	--------

LAIF	\$ 12,634,290	35.1%	2.29%
Cash	\$ 26,052	0.1%	0.00%
Treasury Securities	\$ 4,452,549	12.4%	1.61%
Instrumentality Securities	\$ 14,469,316	40.2%	1.50%
Corporate Notes	\$ 3,029,558	8.4%	2.21%
Municipal	\$ 1,387,200	3.9%	5.25%
Total Portfolio Assets	\$ 35,998,964		



Weighted Average Yield **1.99%**

Effective Average Duration - Total	0.87
Weighted Average Maturity - Total	1.04

Based on Market Values

City of San Rafael Historical Activity-By Quarter

	December 31, 2018			September 30, 2018			June 30, 2018			March 31, 2018			December 31, 2017		
Internally Managed Assets	\$	%	Return	\$	%	Return	\$	%	Return	\$	%	Return	\$	%	Return
LAIF	\$ 12,486,014	98.8%	2.29%	\$ 4,437,136	96.8%	2.05%	\$ 19,345,352	99.2%	1.85%	\$ 19,257,368	99.2%	1.43%	\$ 24,197,411	99.4%	1.18%
LAIF - Housing	\$ 148,276	1.2%	2.29%	\$ 147,475	3.2%	2.05%	\$ 146,778	0.8%	1.85%	\$ 146,234	0.8%	1.43%	\$ 145,792	0.6%	1.18%
Total Internally Managed	\$ 12,634,290	35.1%		\$ 4,584,611	15.7%		\$ 19,492,130	44.2%		\$ 19,403,602	44.1%		\$ 24,343,203	49.8%	
Weighted Average Yield			2.29%			2.05%			1.85%			1.43%			1.18%
Externally Managed Assets															
Cash	\$ 26,052	0.1%	0.00%	\$ 129,216	0.5%	0.00%	\$ 170,357	11.7%	0.00%	\$ 115,317	0.5%	0.00%	\$ 95,875	0.4%	0.00%
Commercial Paper	\$ -	0.0%	0.00%	\$ -	0.0%	0.00%	\$ -	0.0%	0.00%	\$ -	0.0%	0.00%	\$ -	0.0%	0.00%
Treasury Securities	\$ 4,452,549	19.1%	1.61%	\$ 4,432,186	18.0%	1.61%	\$ 4,434,357	18.0%	1.61%	\$ 4,439,353	18.1%	1.61%	\$ 4,465,904	18.2%	1.33%
Instrumentality Securities	\$ 14,469,316	61.9%	1.50%	\$ 15,662,144	63.6%	1.48%	\$ 15,515,087	63.0%	1.41%	\$ 15,006,092	61.1%	1.38%	\$ 14,476,033	59.0%	1.28%
Corporate Notes	\$ 3,029,558	13.0%	2.21%	\$ 3,032,374	12.3%	1.88%	\$ 3,034,526	12.3%	1.35%	\$ 3,529,912	14.4%	1.32%	\$ 4,040,998	16.5%	1.34%
Municipal/Assessment District	\$ 1,387,200	5.9%	5.25%	\$ 1,387,200	5.6%	5.25%	\$ 1,455,700	5.9%	5.25%	\$ 1,455,700	5.9%	5.25%	\$ 1,455,700	5.9%	5.25%
Total Externally Managed	\$ 23,364,674	64.9%		\$ 24,643,120	84.3%		\$ 24,610,027	55.8%		\$ 24,546,375	55.9%		\$ 24,534,510	50.2%	
Weighted Average Yield			1.83%			1.76%			1.66%			1.64%			1.53%
			Years			Years			Years			Years			Years
Effective Average Duration - External			1.34			1.51			1.68			1.91			2.00
Weighted Average Maturity - External			1.60			1.74			1.96			2.20			2.31
Total Portfolio Assets															
LAIF	\$ 12,634,290	35.1%	2.29%	\$ 4,584,611	15.7%	2.05%	\$ 19,492,130	44.2%	1.85%	\$ 19,403,602	44.1%	1.43%	\$ 24,343,203	49.8%	1.18%
Cash	\$ 26,052	0.1%	0.00%	\$ 129,216	0.4%	0.00%	\$ 170,357	0.4%	0.00%	\$ 115,317	0.3%	0.00%	\$ 95,875	0.2%	0.00%
Treasury Securities	\$ 4,452,549	12.4%	1.61%	\$ 4,432,186	15.2%	1.61%	\$ 4,434,357	10.1%	0.00%	\$ 4,439,353	10.1%	1.61%	\$ 4,465,904	9.1%	1.33%
Instrumentality Securities	\$ 14,469,316	40.2%	1.50%	\$ 15,662,144	53.6%	1.48%	\$ 15,515,087	35.2%	1.61%	\$ 15,006,092	34.1%	1.38%	\$ 14,476,033	29.6%	1.28%
Corporate Notes	\$ 3,029,558	8.4%	2.21%	\$ 3,032,374	10.4%	1.88%	\$ 3,034,526	6.9%	1.41%	\$ 3,529,912	8.0%	1.32%	\$ 4,040,998	8.3%	1.34%
Municipal/Assessment District	\$ 1,387,200	3.9%	5.25%	\$ 1,387,200	4.7%	5.25%	\$ 1,455,700	3.3%	1.35%	\$ 1,455,700	3.3%	5.25%	\$ 1,455,700	3.0%	5.25%
Total Portfolio Assets	\$ 35,998,964			\$ 29,227,731			\$ 44,102,157			\$ 43,949,978			\$ 48,877,713		
Weighted Average Yield			1.99%			1.80%			1.74%			1.55%			1.36%
			Years			Years			Years			Years			Years
Effective Average Duration - Total			0.87			1.27			0.94			1.07			1.01
Weighted Average Maturity - Total			1.04			1.47			1.09			1.23			1.16

Performance Recap

- The weighted average quarterly portfolio yield increased from 1.80% to 1.99% during the past quarter. The yield has increased over the past year, from 1.36% in the quarter ended December 30, 2017 to 1.99% in the most recent quarter. This trend is reflective of the general increase in interest rates that occurred throughout the year.
- The effective average duration has decreased, from 1.27 to 0.87 years since last quarter due to an increase in cash. Additionally, the City is still shortening its investments in preparation of higher interest rates.
- The total portfolio assets increase by approximately \$5 million during the quarter. This is due to the collection of property tax received in December and moved to LAIF.

FOR PROFESSIONAL CLIENTS ONLY
NOT TO BE DISTRIBUTED TO RETAIL CLIENTS

THIS DOCUMENT SHOULD NOT BE REPRODUCED IN
ANY FORM WITHOUT PRIOR WRITTEN APPROVAL

SAN RAFAEL

October 2018

Part of  BNY MELLON

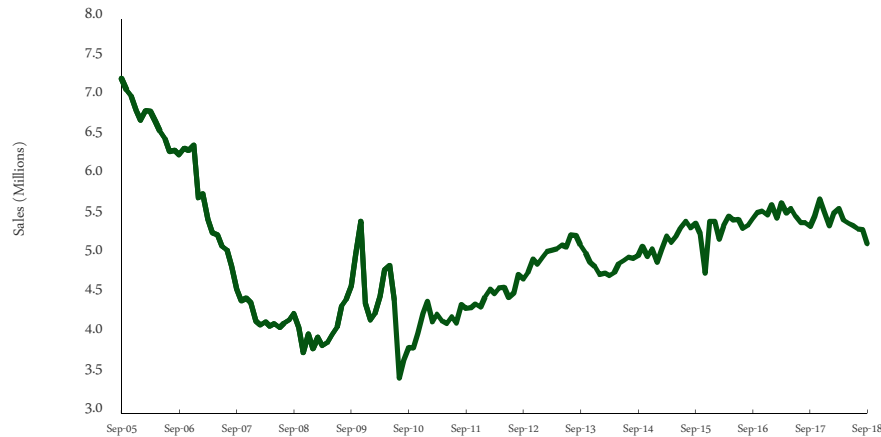


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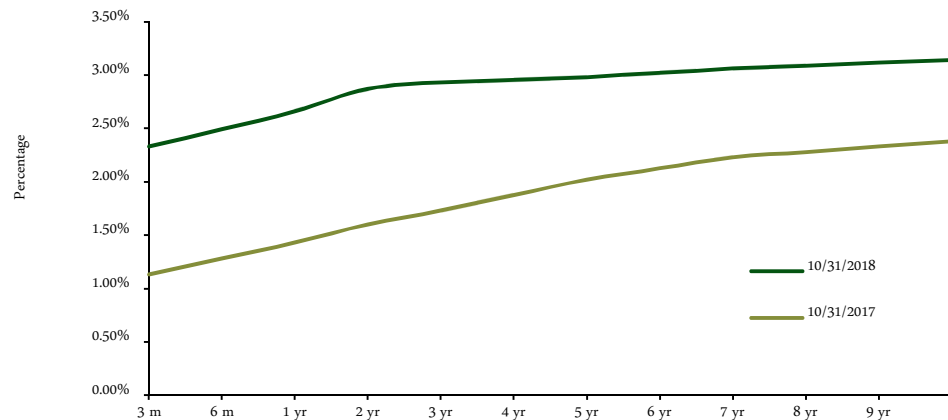
As of October 31, 2018

Chart 1: Existing Home Sales: 9/30/2005—9/30/2018



Source: Bloomberg Finance LP, October 31, 2018.

Chart 2: Treasury yield curve: 10/31/2017 and 10/31/2018



Source: Bloomberg Finance LP, October 31, 2018.

Economic Indicators and Monetary Policy

The Institute for Supply Management (ISM) Manufacturing Index was released on October 1 at 59.8 percent for September. Although lower than the prior reading of 61.3, it showed little impact from the trade wars or Hurricane Florence. New orders and production were both above 60, signaling strength in this sector.

The ISM Non-Manufacturing Index was released two days later at 61.6 for September, which is a high for this cycle and exceeds the peak of the prior expansion which was 61.3 in August 2005. The underlying component of business activity surged to 65.2 from a prior reading of 60.7 and new orders rose to 61.6 from 60.4. These factors point to strong activity in the third quarter and momentum going forward.

The payroll report released on October 5 showed employers added 134,000 jobs in September, lower than expectations for 185,000, due in part to Hurricane Florence. The prior month's job gains were revised upward by 85,000 to 286,000. The September unemployment rate decreased 0.2% from the prior month to 3.7%, the lowest since December 1969. Hurricane Florence may have also influenced wage pressures, particularly in the construction and utility sectors. Average hourly earnings rose 0.3% for an annual rate of 2.8%.

Housing data released on October 19 showed that sales of existing homes fell to an annual rate of 5.15 million units, the lowest level in almost three years. Housing activity has been hampered by rising interest rates and increasing home prices, which have been driven up in part by low supply levels. The September data marked the sixth consecutive monthly drop in sales of existing homes. (See Chart 1).

On October 26, the first estimate of third quarter Gross Domestic Product (GDP) was released. The report showed that GDP was 3.5% in the third quarter compared to 4.2% in the second quarter, and personal consumption was 4.0% versus 3.8% for the prior reading. The GDP numbers will be revised twice as more data becomes available.

Interest Rate Summary

At the end of October, the 3-month US Treasury bill yielded 2.33%, the 6-month US Treasury bill yielded 2.49%, the 2-year US Treasury note yielded 2.87%, the 5-year US Treasury note yielded 2.98% and the 10-year US Treasury note yielded 3.14%. (See Chart 2).

ACTIVITY AND PERFORMANCE SUMMARY

For the period October 1, 2018 - October 31, 2018

<u>Amortized Cost Basis Activity Summary</u>		
Opening balance		24,903,096.88
Income received	27,478.52	
Total receipts		27,478.52
Expenses paid	(145.35)	
Total disbursements		(145.35)
Interportfolio transfers	0.00	
Total Interportfolio transfers		0.00
Realized gain (loss)		(345.66)
Total amortization expense		(3,467.18)
Total OID/MKT accretion income		3,962.82
Return of capital		0.00
Closing balance		24,930,580.03
Ending fair value		24,673,564.64
Unrealized gain (loss)		(257,015.39)

<u>Detail of Amortized Cost Basis Return</u>				
	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Cash and Cash Equivalents	224.35	0.00	0.00	224.35
Corporate Bonds	4,861.95	389.23	(345.66)	4,905.52
Government Agencies	20,578.30	(389.54)	0.00	20,188.76
Government Bonds	5,605.36	495.95	0.00	6,101.31
Municipal/Provincial Bonds	6,271.30	0.00	0.00	6,271.30
Total	37,541.26	495.64	(345.66)	37,691.24

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	1.67	0.96	0.18
Overnight Repo	1.69	0.99	0.19
Merrill Lynch 3m US Treas Bill	1.74	1.00	0.19
Merrill Lynch 6m US Treas Bill	1.89	1.08	0.20
ML 1 Year US Treasury Note	2.16	1.22	0.22
ML 2 Year US Treasury Note	2.39	1.33	0.24
ML 5 Year US Treasury Note	2.63	1.42	0.25

* rates reflected are cumulative

<u>Summary of Amortized Cost Basis Return for the Period</u>	
	Total portfolio
Interest earned	37,541.26
Accretion (amortization)	495.64
Realized gain (loss) on sales	(345.66)
Total income on portfolio	37,691.24
Average daily amortized cost	24,915,761.70
Period return (%)	0.15
YTD return (%)	1.41
Weighted average final maturity in days	611

ACTIVITY AND PERFORMANCE SUMMARY

For the period October 1, 2018 - October 31, 2018

Fair Value Basis Activity Summary

Opening balance		24,643,120.32
Income received	27,478.52	
Total receipts		27,478.52
Expenses paid	(145.35)	
Total disbursements		(145.35)
Interportfolio transfers	0.00	
Total Interportfolio transfers		0.00
Unrealized gain (loss) on security movements		0.00
Return of capital		0.00
Change in fair value for the period		3,111.15
Ending fair value		24,673,564.64

Detail of Fair Value Basis Return

	Interest earned	Change in fair value	Total income
Cash and Cash Equivalents	224.35	0.00	224.35
Corporate Bonds	4,861.95	(2,654.30)	2,207.65
Government Agencies	20,578.30	3,861.30	24,439.60
Government Bonds	5,605.36	1,904.15	7,509.51
Municipal/Provincial Bonds	6,271.30	0.00	6,271.30
Total	37,541.26	3,111.15	40,652.41

Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	1.67	0.96	0.18
Overnight Repo	1.69	0.99	0.19
ICE ML 3m US Treas Bill	1.68	0.99	0.17
ICE ML 6m US Treas Bill	1.68	1.02	0.19
ICE ML 1 Year US Treasury Note	1.25	0.96	0.20
ICE ML US Treasury 1-3	0.25	0.73	0.15
ICE ML US Treasury 1-5	(0.36)	0.65	0.13

* rates reflected are cumulative

Summary of Fair Value Basis Return for the Period

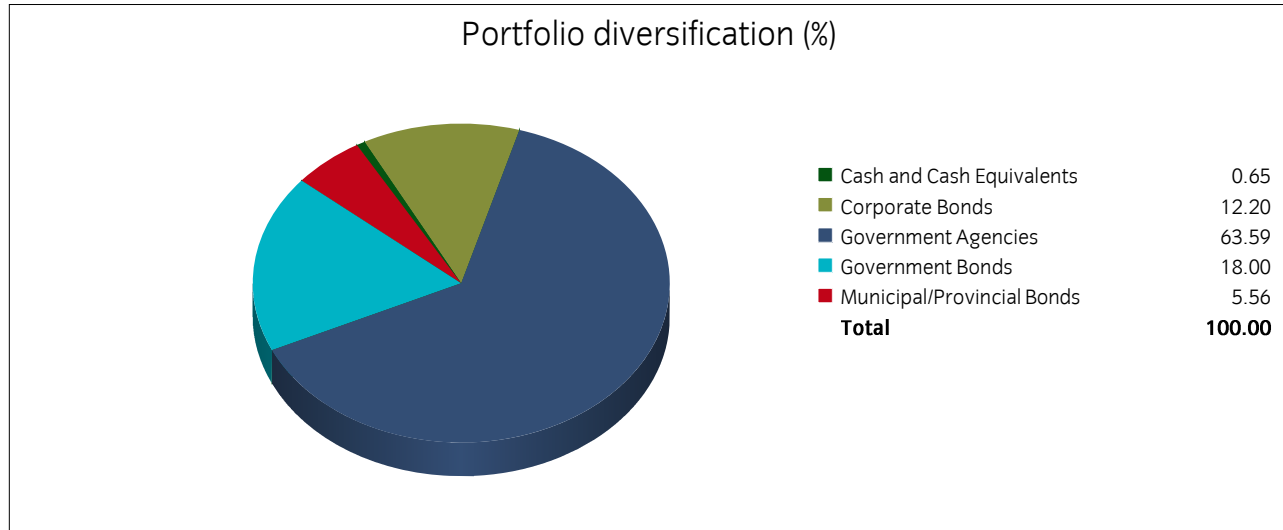
	Total portfolio
Interest earned	37,541.26
Change in fair value	3,111.15
Total income on portfolio	40,652.41
Average daily total value *	24,756,313.45
Period return (%)	0.16
YTD return (%)	1.14
Weighted average final maturity in days	611

* Total value equals market value and accrued interest

RECAP OF SECURITIES HELD

As of October 31, 2018

	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Cash and Cash Equivalents	163,219.39	163,219.39	163,219.39	0.00	1	0.65	0.00
Corporate Bonds	3,043,593.50	3,039,759.97	3,023,050.05	(16,709.92)	295	12.20	0.79
Government Agencies	15,868,943.14	15,844,442.22	15,666,005.55	(178,436.67)	342	63.59	0.92
Government Bonds	4,491,687.51	4,495,958.45	4,434,089.65	(61,868.80)	424	18.00	1.13
Municipal/Provincial Bonds	1,387,200.00	1,387,200.00	1,387,200.00	0.00	5,055	5.56	9.70
Total	24,954,643.54	24,930,580.03	24,673,564.64	(257,015.39)	611	100.00	1.42

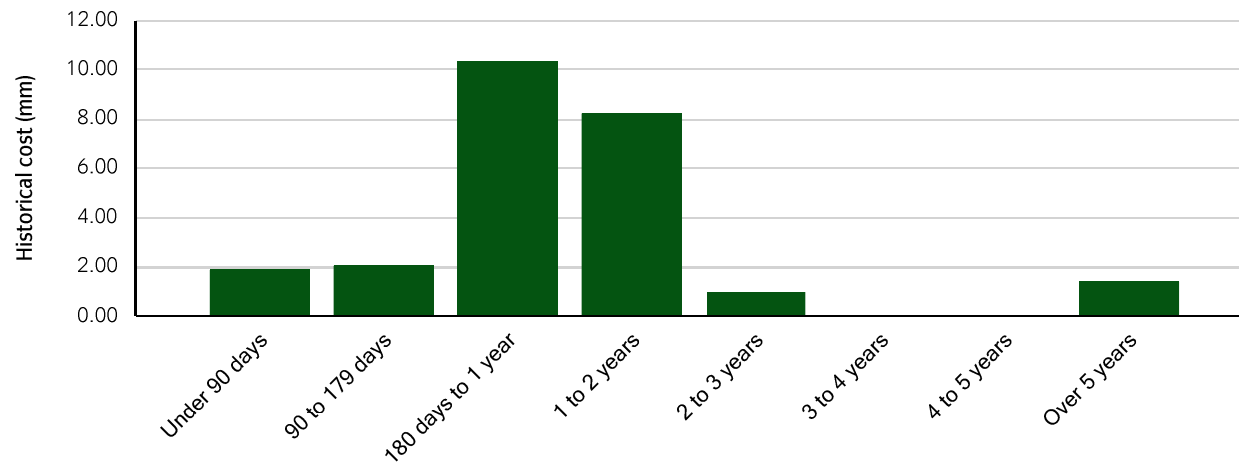


MATURITY DISTRIBUTION OF SECURITIES HELD

As of October 31, 2018

Maturity	Historic cost	Percent
Under 90 days	1,915,998.14	7.68
90 to 179 days	2,026,614.28	8.12
180 days to 1 year	10,378,861.33	41.59
1 to 2 years	8,242,559.79	33.03
2 to 3 years	1,003,410.00	4.02
3 to 4 years	0.00	0.00
4 to 5 years	0.00	0.00
Over 5 years	1,387,200.00	5.56
	24,954,643.54	100.00

Maturity distribution



SECURITIES HELD

As of October 31, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Cash and Cash Equivalents											
Cash and Cash Equivalents	0.000		163,219.39	163,219.39 0.00	163,219.39 0.00	163,219.39 0.00	0.00	0.00	0.00	0.00	0.65
Total Cash and Cash Equivalents			163,219.39	163,219.39 0.00	163,219.39 0.00	163,219.39 0.00	0.00	0.00	0.00	0.00	0.65
Corporate Bonds											
713448CK2 PEPSICO INC 2.25% 07JAN2019 (CALLABLE 07DEC18)	2.250	01/07/2019 12/07/2018	500,000.00	505,530.00 0.00	500,565.66 (253.29)	499,429.00 (289.50)	(1,136.66)	0.00	968.75	3,562.50	2.03
14912L6R7 CATERPILLAR FINL SERVICE 1.35% 18MAY2019	1.350	05/18/2019	500,000.00	498,245.00 0.00	499,628.35 56.31	495,680.00 (232.00)	(3,948.35)	0.00	581.25	3,056.25	2.00
69353REX2 PNC BANK NA 1.45% 29JUL2019 (CALLABLE 29JUN19)	1.450	07/29/2019 06/29/2019	500,000.00	494,490.00 0.00	495,728.56 476.37	494,456.50 (201.00)	(1,272.06)	0.00	624.31	1,852.78	1.98
084670BL1 BERKSHIRE HATHAWAY INC 2.1% 14AUG2019	2.100	08/14/2019	550,000.00	547,453.50 0.00	547,821.67 230.11	546,678.55 (514.80)	(1,143.12)	0.00	994.59	2,470.42	2.19
90331HNB5 US BANK NA CINCINNATI 2% 24JAN2020 (CALLABLE 24DEC19)	2.000	01/24/2020 12/24/2019	500,000.00	493,330.00 (2,333.33)	493,533.89 203.89	493,029.50 (300.50)	(504.39)	0.00	361.11	2,694.44	1.98
89236TCF0 TOYOTA MOTOR CREDIT CORP 2.15% 12MAR2020	2.150	03/12/2020	500,000.00	504,545.00 0.00	502,481.84 (151.33)	493,776.50 (1,421.50)	(8,705.34)	0.00	925.69	1,463.19	2.02
Total Corporate Bonds			3,050,000.00	3,043,593.50 (2,333.33)	3,039,759.97 562.06	3,023,050.05 (2,959.30)	(16,709.92)	0.00	4,455.70	15,099.58	12.20

SECURITIES HELD

As of October 31, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Agencies											
3133EGM69 FEDERAL FARM CREDIT BANK 1.1% 05DEC2018	1.100	12/05/2018	1,250,000.00	1,247,248.75 0.00	1,249,866.44 114.47	1,248,662.50 1,450.00	(1,203.94)	0.00	1,184.03	5,576.39	5.00
3135G0H63 FANNIE MAE 1.375% 28JAN2019	1.375	01/28/2019	1,000,000.00	1,012,490.00 0.00	1,001,233.58 (420.54)	997,461.00 524.00	(3,772.58)	0.00	1,184.02	3,552.08	4.06
3133782M2 FEDERAL HOME LOAN BANK 1.5% 08MAR2019	1.500	03/08/2019	1,000,000.00	1,014,124.28 0.00	1,001,941.90 (455.13)	996,770.00 460.00	(5,171.90)	0.00	1,291.66	2,208.33	4.06
3133X72S2 FEDERAL HOME LOAN BANK 5.375% 15MAY2019	5.375	05/15/2019	500,000.00	515,625.00 0.00	508,146.72 (1,253.35)	507,560.00 (1,300.00)	(586.72)	0.00	2,314.23	12,392.36	2.07
313379EE5 FEDERAL HOME LOAN BANK 1.625% 14JUN2019	1.625	06/14/2019	1,000,000.00	993,180.00 0.00	996,657.16 447.71	994,058.00 357.00	(2,599.16)	0.00	1,399.31	6,184.03	3.98
3135G0L76 FANNIE MAE 1.075% 11JUL2019 (CALLABLE 11JAN19)	1.075	07/11/2019 01/11/2019	600,000.00	599,100.00 0.00	599,776.11 26.75	593,262.00 216.00	(6,514.11)	0.00	555.41	1,970.83	2.40
3133EGSCO FEDERAL FARM CREDIT BANK 1% 26AUG2019	1.000	08/26/2019	1,000,000.00	1,000,610.00 0.00	1,000,166.57 (16.88)	986,620.00 690.00	(13,546.57)	0.00	861.12	1,805.56	4.01
313380FB8 FEDERAL HOME LOAN BANK 1.375% 13SEP2019	1.375	09/13/2019	1,000,000.00	1,011,510.00 0.00	1,003,379.58 (323.92)	988,500.00 150.00	(14,879.58)	0.00	1,184.02	1,833.33	4.05
3134G3M49 FREDDIE MAC 1.5% 26SEP2019 CALLABLE	1.500	09/26/2019	1,000,000.00	1,001,001.00 0.00	1,000,410.99 (37.82)	989,200.00 30.00	(11,210.99)	0.00	1,291.66	1,458.33	4.01
3137EADM8 FREDDIE MAC 1.25% 02OCT2019	1.250	10/02/2019	1,650,000.00	1,634,040.00 0.00	1,638,847.79 1,007.73	1,627,637.55 372.90	(11,210.24)	10,312.50	1,776.04	1,661.46	6.55

SECURITIES HELD

As of October 31, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Agencies											
3135G0R39 FANNIE MAE 1% 24OCT2019	1.000	10/24/2019	600,000.00	589,095.11 0.00	593,930.30 514.38	589,839.00 344.40	(4,091.30)	3,000.00	516.67	116.67	2.36
3130ABCH7 FEDERAL HOME LOAN BANK 1.5% 04NOV2019	1.500	11/04/2019	750,000.00	750,030.00 0.00	750,012.79 (1.05)	740,302.50 150.00	(9,710.29)	0.00	968.75	5,531.25	3.01
3133ECEY6 FEDERAL FARM CREDIT BANK 1.45% 11FEB2020	1.450	02/11/2020	1,000,000.00	1,003,130.00 0.00	1,001,235.39 (80.39)	983,460.00 670.00	(17,775.39)	0.00	1,248.61	3,222.22	4.02
3134G3K58 FREDDIE MAC 1.5% 19MAR2020 CALLABLE	1.500	03/19/2020	500,000.00	498,289.00 0.00	499,170.27 49.88	490,725.00 180.00	(8,445.27)	0.00	645.83	875.00	2.00
313383HU8 FEDERAL HOME LOAN BANK 1.75% 12JUN2020	1.750	06/12/2020	1,000,000.00	996,870.00 0.00	998,011.29 102.51	982,168.00 227.00	(15,843.29)	0.00	1,506.94	6,756.94	3.99
3133EHVX8 FEDERAL FARM CREDIT BANK 1.5% 24AUG2020	1.500	08/24/2020	1,000,000.00	999,190.00 0.00	999,501.66 22.86	975,280.00 (250.00)	(24,221.66)	0.00	1,291.67	2,791.67	4.00
3135G0RM7 FANNIE MAE 1.63% 30OCT2020 CALLABLE	1.630	10/30/2020	1,000,000.00	1,003,410.00 0.00	1,002,153.68 (86.75)	974,500.00 (410.00)	(27,653.68)	8,150.00	1,358.33	0.00	4.02
Total Government Agencies			15,850,000.00	15,868,943.14 0.00	15,844,442.22 (389.54)	15,666,005.55 3,861.30	(178,436.67)	21,462.50	20,578.30	57,936.45	63.59
Government Bonds											
912828WLO USA TREASURY 1.5% 31MAY2019	1.500	05/31/2019	500,000.00	501,230.47 0.00	500,319.68 (46.75)	496,972.50 273.50	(3,347.18)	0.00	635.25	3,135.25	2.01
912828WS5 USA TREASURY 1.625% 30JUN2019	1.625	06/30/2019	1,000,000.00	993,281.25 0.00	996,674.97 425.93	993,672.00 391.00	(3,002.97)	0.00	1,368.89	5,431.39	3.98

SECURITIES HELD

As of October 31, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Bonds											
912828TV2 USA TREASURY 1.25% 31OCT2019	1.250	10/31/2019	650,000.00	649,009.77 0.00	649,608.84 33.22	640,732.30 659.75	(8,876.54)	4,062.50	684.44	0.00	2.60
912828H52 USA TREASURY 1.25% 31JAN2020	1.250	01/31/2020	750,000.00	745,869.14 0.00	748,021.17 134.23	735,908.25 439.50	(12,112.92)	0.00	789.74	2,343.75	2.99
912828X96 USA TREASURY 1.5% 15MAY2020	1.500	05/15/2020	600,000.00	596,554.69 0.00	597,888.48 116.47	587,976.60 140.40	(9,911.88)	0.00	758.15	4,133.15	2.39
912828XM7 USA TREASURY 1.625% 31JUL2020	1.625	07/31/2020	1,000,000.00	1,005,742.19 0.00	1,003,445.31 (167.15)	978,828.00 0.00	(24,617.31)	0.00	1,368.89	4,062.50	4.03
Total Government Bonds			4,500,000.00	4,491,687.51 0.00	4,495,958.45 495.95	4,434,089.65 1,904.15	(61,868.80)	4,062.50	5,605.36	19,106.04	18.00
Municipal/Provincial Bonds											
888599LS4 PT. SAN ASSESS DISTRICT 5.25% 144A 02SEP2032 SANRAF\$01	5.250	09/02/2032	1,387,200.00	1,387,200.00 0.00	1,387,200.00 0.00	1,387,200.00 0.00	0.00	0.00	6,271.30	11,935.70	5.56
Total Municipal/Provincial Bonds			1,387,200.00	1,387,200.00 0.00	1,387,200.00 0.00	1,387,200.00 0.00	0.00	0.00	6,271.30	11,935.70	5.56
Grand total			24,950,419.39	24,954,643.54 (2,333.33)	24,930,580.03 668.47	24,673,564.64 2,806.15	(257,015.39)	25,525.00	36,910.66	104,077.77	100.00

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

As of October 31, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Federal Home Loan Banks												
3133782M2	FEDERAL HOME LOAN	1.500	03/08/2019		AA+	Aaa	1,000,000.00	1,014,124.28	4.06	996,770.00	4.04	0.35
3133X72S2	FEDERAL HOME LOAN	5.375	05/15/2019		AA+	Aaa	500,000.00	515,625.00	2.07	507,560.00	2.06	0.52
313379EE5	FEDERAL HOME LOAN	1.625	06/14/2019		AA+	Aaa	1,000,000.00	993,180.00	3.98	994,058.00	4.03	0.61
313380FB8	FEDERAL HOME LOAN	1.375	09/13/2019		AA+	Aaa	1,000,000.00	1,011,510.00	4.05	988,500.00	4.01	0.85
3130ABCH7	FEDERAL HOME LOAN	1.500	11/04/2019		AA+	Aaa	750,000.00	750,030.00	3.01	740,302.50	3.00	0.99
313383HU8	FEDERAL HOME LOAN	1.750	06/12/2020		AA+	Aaa	1,000,000.00	996,870.00	3.99	982,168.00	3.98	1.57
Issuer total							5,250,000.00	5,281,339.28	21.16	5,209,358.50	21.11	0.83
United States Treasury Note/Bond												
912828WL0	USA TREASURY 1.5%	1.500	05/31/2019		AA+	Aaa	500,000.00	501,230.47	2.01	496,972.50	2.01	0.57
912828W55	USA TREASURY 1.625%	1.625	06/30/2019		AA+	Aaa	1,000,000.00	993,281.25	3.98	993,672.00	4.03	0.65
912828TV2	USA TREASURY 1.25%	1.250	10/31/2019		AA+	Aaa	650,000.00	649,009.77	2.60	640,732.30	2.60	0.98
912828H52	USA TREASURY 1.25%	1.250	01/31/2020		AA+	Aaa	750,000.00	745,869.14	2.99	735,908.25	2.98	1.23
912828X96	USA TREASURY 1.5%	1.500	05/15/2020		AA+	Aaa	600,000.00	596,554.69	2.39	587,976.60	2.38	1.50
912828XM7	USA TREASURY 1.625%	1.625	07/31/2020		AA+	Aaa	1,000,000.00	1,005,742.19	4.03	978,828.00	3.97	1.70
Issuer total							4,500,000.00	4,491,687.51	18.00	4,434,089.65	17.97	1.13
Federal Farm Credit Banks												
3133EGM69	FEDERAL FARM CREDIT	1.100	12/05/2018		AA+	Aaa	1,250,000.00	1,247,248.75	5.00	1,248,662.50	5.06	0.10
3133EGSCO	FEDERAL FARM CREDIT	1.000	08/26/2019		AA+	Aaa	1,000,000.00	1,000,610.00	4.01	986,620.00	4.00	0.81
3133ECEY6	FEDERAL FARM CREDIT	1.450	02/11/2020		AA+	Aaa	1,000,000.00	1,003,130.00	4.02	983,460.00	3.99	1.25
3133EHVX8	FEDERAL FARM CREDIT	1.500	08/24/2020		AA+	Aaa	1,000,000.00	999,190.00	4.00	975,280.00	3.95	1.77
Issuer total							4,250,000.00	4,250,178.75	17.03	4,194,022.50	17.00	0.93
Federal National Mortgage Association												
3135G0H63	FANNIE MAE 1.375%	1.375	01/28/2019		AA+	Aaa	1,000,000.00	1,012,490.00	4.06	997,461.00	4.04	0.24

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of October 31, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Federal National Mortgage Association												
3135G0L76	FANNIE MAE 1.075%	1.075	07/11/2019	01/11/2019	AA+	Aaa	600,000.00	599,100.00	2.40	593,262.00	2.40	0.68
3135G0R39	FANNIE MAE 1%	1.000	10/24/2019		AA+	Aaa	600,000.00	589,095.11	2.36	589,839.00	2.39	0.96
3135G0RM7	FANNIE MAE 1.63%	1.630	10/30/2020		AA+	Aaa	1,000,000.00	1,003,410.00	4.02	974,500.00	3.95	1.95
Issuer total							3,200,000.00	3,204,095.11	12.84	3,155,062.00	12.79	0.99
Federal Home Loan Mortgage Corp												
3134G3M49	FREDDIE MAC 1.5%	1.500	09/26/2019		AA+	Aaa	1,000,000.00	1,001,001.00	4.01	989,200.00	4.01	0.89
3137EADM8	FREDDIE MAC 1.25%	1.250	10/02/2019		AA+	Aaa	1,650,000.00	1,634,040.00	6.55	1,627,637.55	6.60	0.90
3134G3K58	FREDDIE MAC 1.5%	1.500	03/19/2020		AA+	Aaa	500,000.00	498,289.00	2.00	490,725.00	1.99	1.35
Issuer total							3,150,000.00	3,133,330.00	12.56	3,107,562.55	12.59	0.97
Pt. San Assess District												
888599LS4	PT. SAN ASSESS	5.250	09/02/2032		NR	NR	1,387,200.00	1,387,200.00	5.56	1,387,200.00	5.62	9.70
Issuer total							1,387,200.00	1,387,200.00	5.56	1,387,200.00	5.62	9.70
Berkshire Hathaway Inc												
084670BL1	BERKSHIRE HATHAWAY	2.100	08/14/2019		AA	Aa2	550,000.00	547,453.50	2.19	546,678.55	2.22	0.77
Issuer total							550,000.00	547,453.50	2.19	546,678.55	2.22	0.77
PepsiCo Inc												
713448CK2	PEPSICO INC 2.25%	2.250	01/07/2019	12/07/2018	A+	A1	500,000.00	505,530.00	2.03	499,429.00	2.02	0.18
Issuer total							500,000.00	505,530.00	2.03	499,429.00	2.02	0.18
Caterpillar Financial Services Corp												
14912L6R7	CATERPILLAR FINL	1.350	05/18/2019		A	A3	500,000.00	498,245.00	2.00	495,680.00	2.01	0.53
Issuer total							500,000.00	498,245.00	2.00	495,680.00	2.01	0.53

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of October 31, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
PNC Bank NA												
69353REX2	PNC BANK NA 1.45%	1.450	07/29/2019	06/29/2019	A	A2	500,000.00	494,490.00	1.98	494,456.50	2.00	0.73
Issuer total							500,000.00	494,490.00	1.98	494,456.50	2.00	0.73
Toyota Motor Credit Corp												
89236TCF0	TOYOTA MOTOR CREDIT	2.150	03/12/2020		AA-	Aa3	500,000.00	504,545.00	2.02	493,776.50	2.00	1.33
Issuer total							500,000.00	504,545.00	2.02	493,776.50	2.00	1.33
US Bank NA/Cincinnati OH												
90331HNB5	US BANK NA CINCINNATI	2.000	01/24/2020	12/24/2019	AA-	A1	500,000.00	493,330.00	1.98	493,029.50	2.00	1.20
Issuer total							500,000.00	493,330.00	1.98	493,029.50	2.00	1.20
Cash and Cash Equivalents												
	INVESTED CASH	0.000					163,219.39	163,219.39	0.65	163,219.39	0.66	0.00
Issuer total							163,219.39	163,219.39	0.65	163,219.39	0.66	0.00
Grand total							24,950,419.39	24,954,643.54	100.00	24,673,564.64	100.00	1.42

SECURITIES PURCHASED

For the period October 1, 2018 - October 31, 2018

Cusip / Description / Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Unit cost	Principal cost	Accrued interest purchased
Corporate Bonds							
90331HNB5	10/17/2018	2.000	01/24/2020	500,000.00	98.67	(493,330.00)	(2,333.33)
US BANK NA CINCINNATI 2% 24JAN2020 (CALLABLE 24DEC19) U.S. BANCORP INVESTMENTS, INC.	10/18/2018		12/24/2019				
Total Corporate Bonds				500,000.00		(493,330.00)	(2,333.33)
Grand total				500,000.00		(493,330.00)	(2,333.33)

SECURITIES SOLD AND MATURED

For the period October 1, 2018 - October 31, 2018

Cusip/ Description/ Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost at sale or maturity /Accr (amort)	Price	Fair value at sale or maturity / Chg.in fair value	Realized gain (loss)	Accrued interest sold	Interest received	Interest earned
Corporate Bonds												
91159HHE3 US BANCORP 1.95% 15NOV2018 CALLABLE	10/15/2018	1.950		(500,000.00)	509,425.00	500,345.66 (172.83)	0.00	500,000.00 305.00	(345.66)	0.00	4,062.50	406.25
Total (Corporate Bonds)				(500,000.00)	509,425.00	500,345.66 (172.83)		500,000.00 305.00	(345.66)	0.00	4,062.50	406.25
Grand total				(500,000.00)	509,425.00	500,345.66 (172.83)		500,000.00 305.00	(345.66)	0.00	4,062.50	406.25

TRANSACTION REPORT

For the period October 1, 2018 - October 31, 2018

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
10/02/2018 10/02/2018	3137EADM8	Income	Government Agencies	FREDDIE MAC 1.25%	10/02/2019	1,650,000.00	0.00	0.00	10,312.50	10,312.50
10/15/2018 10/15/2018	91159HHE3	Income	Corporate Bonds	US BANCORP 1.95%	11/15/2018	500,000.00	0.00	0.00	4,062.50	4,062.50
10/15/2018 10/15/2018	91159HHE3	Capital Change	Corporate Bonds	US BANCORP 1.95%	11/15/2018	(500,000.00)	(345.66)	500,000.00	0.00	500,000.00
10/17/2018 10/18/2018	90331HNB5	Bought	Corporate Bonds	US BANK NA CINCINNATI 2%	01/24/2020	500,000.00	0.00	(493,330.00)	(2,333.33)	(495,663.33)
10/24/2018 10/24/2018	3135G0R39	Income	Government Agencies	FANNIE MAE 1% 24OCT2019	10/24/2019	600,000.00	0.00	0.00	3,000.00	3,000.00
10/30/2018 10/30/2018	3135G0RM7	Income	Government Agencies	FANNIE MAE 1.63% 30OCT2020	10/30/2020	1,000,000.00	0.00	0.00	8,150.00	8,150.00
10/31/2018 10/31/2018	912828TV2	Income	Government Bonds	USA TREASURY 1.25%	10/31/2019	650,000.00	0.00	0.00	4,062.50	4,062.50
10/31/2018		Income	Cash and Cash Equivalents	Cash		0.00	0.00	0.00	224.35	224.35

ADDITIONAL INFORMATION

As of October 31, 2018

Past performance is not a guide to future performance. The value of investments and any income from them will fluctuate and is not guaranteed (this may partly be due to exchange rate changes) and investors may not get back the amount invested. Transactions in foreign securities may be executed and settled in local markets. Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The information contained herein is for your reference only and is being provided in response to your specific request and has been obtained from sources believed to be reliable; however, no representation is made regarding its accuracy or completeness. This document must not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or otherwise not permitted. This document should not be duplicated, amended, or forwarded to a third party without consent from Insight. This is a marketing document intended for professional clients only and should not be made available to or relied upon by retail clients.

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Where indicated, performance numbers used in the analysis are gross returns. The performance reflects the reinvestment of all dividends and income. INA charges management fees on all portfolios managed and these fees will reduce the returns on the portfolios. For example, assume that \$30 million is invested in an account with INA, and this account achieves a 5.0% annual return compounded monthly, gross of fees, for a period of five years. At the end of five years that account would have grown to \$38,500,760 before the deduction of management fees. Assuming management fees of 0.25% per year are deducted monthly from the account, the value at the end of the five year period would be \$38,022,447. Actual fees for new accounts are dependent on size and subject to negotiation. INA's investment advisory fees are discussed in Part 2A of its Form ADV.

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For trading activity the Clearing broker will be reflected. In certain cases the Clearing broker will differ from the Executing broker.

In calculating ratings distributions and weighted average portfolio quality, Insight assigns U.S Treasury and U.S agency securities a quality rating based on the methodology used within the respective benchmark index. When Moodys, S&P and Fitch rate a security, Bank of America and Merrill Lynch indexes assign a simple weighted average statistic while Barclays indexes assign the median statistic. Insight assigns all other securities the lower of Moodys and S&P ratings.

Information about the indices shown here is provided to allow for comparison of the performance of the strategy to that of certain well-known and widely recognized indices. There is no representation that such index is an appropriate benchmark for such comparison. You cannot invest directly in an index and the indices represented do not take into account trading commissions and/or other brokerage or custodial costs. The volatility of the indices may be materially different from that of the strategy. In addition, the strategies holdings may differ substantially from the securities that comprise the indices shown.

The BofA Merrill Lynch 3 Mo US T-Bill index is an unmanaged market index of U.S. Treasury securities maturing in 90 days that assumes reinvestment of all income.

The BofA Merrill Lynch 6 Mo US T-Bill index measures the performance of Treasury bills with time to maturity of less than 6 months.

The BofA Merrill Lynch Current 1-Year US Treasury Index is a one-security index comprised of the most recently issued 1-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 1-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 3-Year US Treasury Index is a one-security index comprised of the most recently issued 3-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 3-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 5-Year US Treasury Index is a one-security index comprised of the most recently issued 5-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 5-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years.

The BofA Merrill Lynch 1-5 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years.

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ADDITIONAL INFORMATION

As of October 31, 2018

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SAN RAFAEL

November 2018

Part of  BNY MELLON



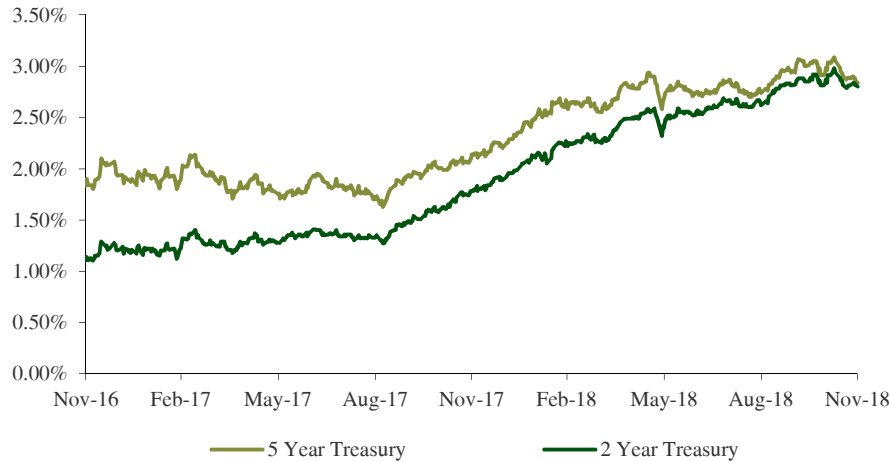
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FIXED INCOME MARKET REVIEW

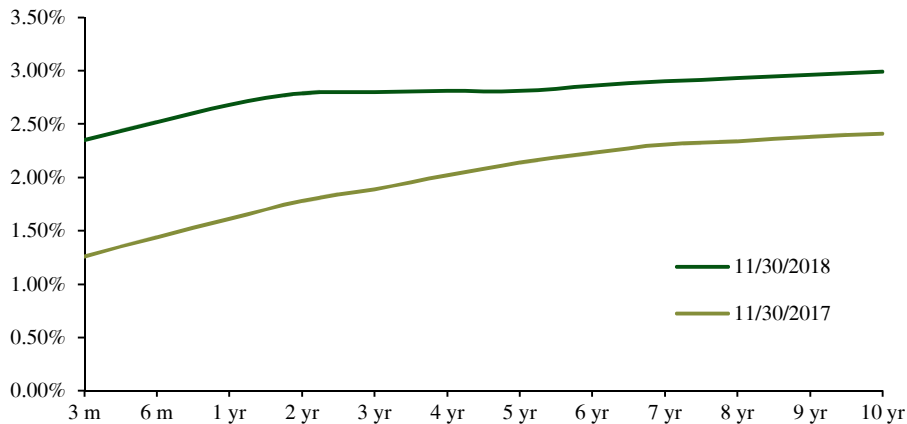
As of November 30, 2018

Chart 1: 2-year and 5-year Treasury note yields: 11/30/2016—11/30/2018



Source: Bloomberg Finance LP, November 30, 2018.

Chart 2: Treasury yield curve: 11/30/2017 and 11/30/2018



Source: Bloomberg Finance LP, November 30, 2018.

Economic Indicators and Monetary Policy

After reaching cyclical highs on November 8, 2-year and 5-year Treasury yields decreased and the yield curve flattened during the month. Mid-term election results and dovish comments from the Federal Reserve provided support for the downtrend in rates during November. (See Chart 1).

Federal Reserve Chairman Jerome Powell and Vice Chairman Richard Clarida made references during November to how rates are very close to a neutral level. The language is notable since both had signaled different stances in October. Chairman Powell stated in October that rates were “a long way” off neutral, whereas more recently he indicated that rates are now “just below neutral”. The newly appointed Vice Chairman of the Federal Reserve, Richard Clarida, stated that US interest rates are approaching Federal Reserve estimates of a neutral rate and that the Federal Open Market Committee (FOMC) should predicate additional hikes on economic data. The next meeting of the FOMC is on December 19 and a 25 basis point increase is widely expected.

The US election results were largely as expected, with the Democrats gaining control of the House of Representatives and Republicans solidifying their majority in the Senate. This divided outcome resulted in a flattening of the yield curve, as investors attempted to assess the impact of congressional gridlock on future fiscal measures and the prospect of reduced fiscal stimulus and lower Treasury issuance.

The payroll report released on November 2 showed that employers added 250,000 jobs in October, better than expectations for 200,000. The prior month’s job gains were revised downward by 16,000 to 118,000. The October unemployment rate was unchanged from the prior month at 3.7% and the underemployment rate decreased from 7.5% to 7.4%. Average hourly earnings rose in line with expectations to an annual rate of 3.1% from 2.8% in September.

Interest Rate Summary

At the end of November, the 3-month US Treasury bill yielded 2.35%, the 6-month US Treasury bill yielded 2.52%, the 2-year US Treasury note yielded 2.79%, the 5-year US Treasury note yielded 2.81% and the 10-year US Treasury note yielded 2.99%. (See Chart 2).

ACTIVITY AND PERFORMANCE SUMMARY

For the period November 1, 2018 - November 30, 2018

Amortized Cost Basis Activity Summary

Opening balance		24,930,580.03
Income received	30,979.55	
Total receipts		30,979.55
Expenses paid	(145.54)	
Total disbursements		(145.54)
Interportfolio transfers	0.00	
Total Interportfolio transfers		0.00
Realized gain (loss)		0.00
Total amortization expense		(3,293.41)
Total OID/MKT accretion income		4,172.95
Return of capital		0.00
Closing balance		24,962,293.58
Ending fair value		24,730,612.80
Unrealized gain (loss)		(231,680.78)

Detail of Amortized Cost Basis Return

	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Cash and Cash Equivalents	292.05	0.00	0.00	292.05
Corporate Bonds	4,635.98	795.07	0.00	5,431.05
Government Agencies	19,338.36	(395.50)	0.00	18,942.86
Government Bonds	5,441.59	479.97	0.00	5,921.56
Municipal/Provincial Bonds	5,866.70	0.00	0.00	5,866.70
Total	35,574.68	879.54	0.00	36,454.22

Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	1.75	1.00	0.18
Overnight Repo	1.79	1.03	0.18
Merrill Lynch 3m US Treas Bill	1.83	1.04	0.19
Merrill Lynch 6m US Treas Bill	1.98	1.12	0.20
ML 1 Year US Treasury Note	2.25	1.25	0.22
ML 2 Year US Treasury Note	2.46	1.35	0.23
ML 5 Year US Treasury Note	2.71	1.42	0.24

* rates reflected are cumulative

Summary of Amortized Cost Basis Return for the Period

	Total portfolio
Interest earned	35,574.68
Accretion (amortization)	879.54
Realized gain (loss) on sales	0.00
Total income on portfolio	36,454.22
Average daily amortized cost	24,947,205.61
Period return (%)	0.15
YTD return (%)	1.55
Weighted average final maturity in days	580

ACTIVITY AND PERFORMANCE SUMMARY

For the period November 1, 2018 - November 30, 2018

Fair Value Basis Activity Summary

Opening balance		24,673,564.64
Income received	30,979.55	
Total receipts		30,979.55
Expenses paid	(145.54)	
Total disbursements		(145.54)
Interportfolio transfers	0.00	
Total Interportfolio transfers		0.00
Unrealized gain (loss) on security movements		0.00
Return of capital		0.00
Change in fair value for the period		26,214.15
Ending fair value		24,730,612.80

Detail of Fair Value Basis Return

	Interest earned	Change in fair value	Total income
Cash and Cash Equivalents	292.05	0.00	292.05
Corporate Bonds	4,635.98	2,855.70	7,491.68
Government Agencies	19,338.36	17,577.45	36,915.81
Government Bonds	5,441.59	5,781.00	11,222.59
Municipal/Provincial Bonds	5,866.70	0.00	5,866.70
Total	35,574.68	26,214.15	61,788.83

Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	1.75	1.00	0.18
Overnight Repo	1.79	1.03	0.18
ICE ML 3m US Treas Bill	1.80	1.04	0.21
ICE ML 6m US Treas Bill	1.80	1.05	0.20
ICE ML 1 Year US Treasury Note	1.53	0.96	0.23
ICE ML US Treasury 1-3	0.80	0.71	0.35
ICE ML US Treasury 1-5	0.40	0.65	0.48

* rates reflected are cumulative

Summary of Fair Value Basis Return for the Period

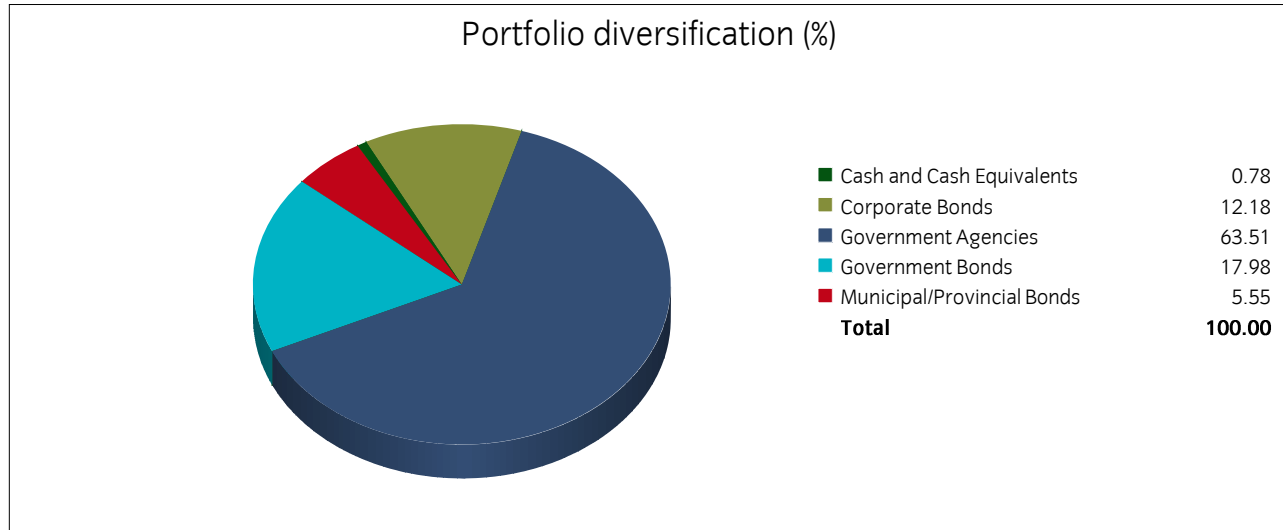
	Total portfolio
Interest earned	35,574.68
Change in fair value	26,214.15
Total income on portfolio	61,788.83
Average daily total value *	24,807,301.89
Period return (%)	0.25
YTD return (%)	1.40
Weighted average final maturity in days	580

* Total value equals market value and accrued interest

RECAP OF SECURITIES HELD

As of November 30, 2018

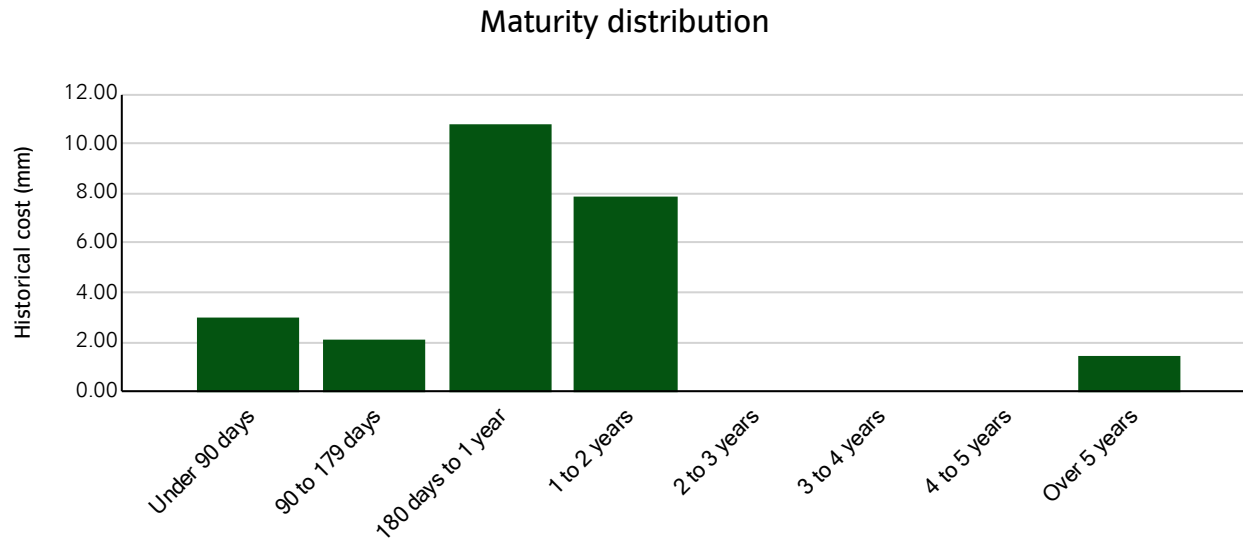
	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Cash and Cash Equivalents	194,053.40	194,053.40	194,053.40	0.00	1	0.78	0.00
Corporate Bonds	3,043,593.50	3,040,555.04	3,025,905.75	(14,649.29)	265	12.18	0.71
Government Agencies	15,868,943.14	15,844,046.72	15,683,583.00	(160,463.72)	312	63.51	0.84
Government Bonds	4,491,687.51	4,496,438.42	4,439,870.65	(56,567.77)	394	17.98	1.05
Municipal/Provincial Bonds	1,387,200.00	1,387,200.00	1,387,200.00	0.00	5,025	5.55	9.62
Total	24,985,477.55	24,962,293.58	24,730,612.80	(231,680.78)	580	100.00	1.34



MATURITY DISTRIBUTION OF SECURITIES HELD

As of November 30, 2018

Maturity	Historic cost	Percent
Under 90 days	2,959,322.15	11.84
90 to 179 days	2,027,994.28	8.12
180 days to 1 year	10,764,031.10	43.08
1 to 2 years	7,846,930.02	31.41
2 to 3 years	0.00	0.00
3 to 4 years	0.00	0.00
4 to 5 years	0.00	0.00
Over 5 years	1,387,200.00	5.55
	24,985,477.55	100.00



SECURITIES HELD

As of November 30, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Cash and Cash Equivalents											
Cash and Cash Equivalents	0.000		194,053.40	194,053.40 0.00	194,053.40 0.00	194,053.40 0.00	0.00	0.00	0.00	0.00	0.78
Total Cash and Cash Equivalents			194,053.40	194,053.40 0.00	194,053.40 0.00	194,053.40 0.00	0.00	0.00	0.00	0.00	0.78
Corporate Bonds											
713448CK2 PEPSICO INC 2.25% 07JAN2019 CALLABLE	2.250	01/07/2019 12/07/2018	500,000.00	505,530.00 0.00	500,312.38 (253.28)	499,801.50 372.50	(510.88)	0.00	906.25	4,468.75	2.02
14912L6R7 CATERPILLAR FINL SERVICE 1.35% 18MAY2019	1.350	05/18/2019	500,000.00	498,245.00 0.00	499,684.66 56.31	496,251.50 571.50	(3,433.16)	3,375.00	543.75	225.00	1.99
69353REX2 PNC BANK NA 1.45% 29JUL2019 (CALLABLE 29JUN19)	1.450	07/29/2019 06/29/2019	500,000.00	494,490.00 0.00	496,204.93 476.37	494,784.50 328.00	(1,420.43)	0.00	584.03	2,436.81	1.98
084670BL1 BERKSHIRE HATHAWAY INC 2.1% 14AUG2019	2.100	08/14/2019	550,000.00	547,453.50 0.00	548,051.77 230.10	547,087.75 409.20	(964.02)	0.00	930.41	3,400.83	2.19
90331HNB5 US BANK NA CINCINNATI 2% 24JAN2020 (CALLABLE 24DEC19)	2.000	01/24/2020 12/24/2019	500,000.00	493,330.00 0.00	493,970.79 436.90	493,959.50 930.00	(11.29)	0.00	805.56	3,500.00	1.97
89236TCF0 TOYOTA MOTOR CREDIT CORP 2.15% 12MAR2020	2.150	03/12/2020	500,000.00	504,545.00 0.00	502,330.51 (151.33)	494,021.00 244.50	(8,309.51)	0.00	865.98	2,329.17	2.02
Total Corporate Bonds			3,050,000.00	3,043,593.50 0.00	3,040,555.04 795.07	3,025,905.75 2,855.70	(14,649.29)	3,375.00	4,635.98	16,360.56	12.18

SECURITIES HELD

As of November 30, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Agencies											
3133EGM69 FEDERAL FARM CREDIT BANK 1.1% 05DEC2018	1.100	12/05/2018	1,250,000.00	1,247,248.75 0.00	1,249,980.92 114.48	1,249,912.50 1,250.00	(68.42)	0.00	1,107.64	6,684.03	4.99
3135G0H63 FANNIE MAE 1.375% 28JAN2019	1.375	01/28/2019	1,000,000.00	1,012,490.00 0.00	1,000,813.04 (420.54)	998,340.00 879.00	(2,473.04)	0.00	1,107.64	4,659.72	4.05
3133782M2 FEDERAL HOME LOAN BANK 1.5% 08MAR2019	1.500	03/08/2019	1,000,000.00	1,014,124.28 0.00	1,001,486.77 (455.13)	997,560.00 790.00	(3,926.77)	0.00	1,208.34	3,416.67	4.06
3133X72S2 FEDERAL HOME LOAN BANK 5.375% 15MAY2019	5.375	05/15/2019	500,000.00	515,625.00 0.00	506,893.38 (1,253.34)	506,150.00 (1,410.00)	(743.38)	13,437.50	2,164.93	1,119.79	2.06
313379EE5 FEDERAL HOME LOAN BANK 1.625% 14JUN2019	1.625	06/14/2019	1,000,000.00	993,180.00 0.00	997,104.86 447.70	994,954.00 896.00	(2,150.86)	0.00	1,309.03	7,493.06	3.98
3135G0L76 FANNIE MAE 1.075% 11JUL2019 (CALLABLE 11JAN19)	1.075	07/11/2019 01/11/2019	600,000.00	599,100.00 0.00	599,802.87 26.76	594,216.00 954.00	(5,586.87)	0.00	519.59	2,490.42	2.40
3133EGSCO FEDERAL FARM CREDIT BANK 1% 26AUG2019	1.000	08/26/2019	1,000,000.00	1,000,610.00 0.00	1,000,149.69 (16.88)	987,940.00 1,320.00	(12,209.69)	0.00	805.55	2,611.11	4.00
313380FB8 FEDERAL HOME LOAN BANK 1.375% 13SEP2019	1.375	09/13/2019	1,000,000.00	1,011,510.00 0.00	1,003,055.66 (323.92)	989,460.00 960.00	(13,595.66)	0.00	1,107.64	2,940.97	4.05
3134G3M49 FREDDIE MAC 1.5% 26SEP2019 CALLABLE	1.500	09/26/2019	1,000,000.00	1,001,001.00 0.00	1,000,373.17 (37.82)	990,140.00 940.00	(10,233.17)	0.00	1,208.34	2,666.67	4.01
3137EADM8 FREDDIE MAC 1.25% 02OCT2019	1.250	10/02/2019	1,650,000.00	1,634,040.00 0.00	1,639,855.52 1,007.73	1,629,543.30 1,905.75	(10,312.22)	0.00	1,661.46	3,322.92	6.54

SECURITIES HELD

As of November 30, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Agencies											
3135G0R39 FANNIE MAE 1% 24OCT2019	1.000	10/24/2019	600,000.00	589,095.11 0.00	594,444.68 514.38	590,752.20 913.20	(3,692.48)	0.00	483.33	600.00	2.36
3130ABCH7 FEDERAL HOME LOAN BANK 1.5% 04NOV2019	1.500	11/04/2019	750,000.00	750,030.00 0.00	750,011.73 (1.06)	741,345.00 1,042.50	(8,666.73)	5,625.00	906.25	812.50	3.00
3133ECEY6 FEDERAL FARM CREDIT BANK 1.45% 11FEB2020	1.450	02/11/2020	1,000,000.00	1,003,130.00 0.00	1,001,154.99 (80.40)	984,330.00 870.00	(16,824.99)	0.00	1,168.06	4,390.28	4.01
3134G3K58 FREDDIE MAC 1.5% 19MAR2020 CALLABLE	1.500	03/19/2020	500,000.00	498,289.00 0.00	499,220.16 49.89	491,520.00 795.00	(7,700.16)	0.00	604.17	1,479.17	1.99
313383HU8 FEDERAL HOME LOAN BANK 1.75% 12JUN2020	1.750	06/12/2020	1,000,000.00	996,870.00 0.00	998,113.80 102.51	983,570.00 1,402.00	(14,543.80)	0.00	1,409.73	8,166.67	3.99
3133EHVX8 FEDERAL FARM CREDIT BANK 1.5% 24AUG2020	1.500	08/24/2020	1,000,000.00	999,190.00 0.00	999,524.52 22.86	977,560.00 2,280.00	(21,964.52)	0.00	1,208.33	4,000.00	4.00
3135G0RM7 FANNIE MAE 1.63% 30OCT2020 CALLABLE	1.630	10/30/2020	1,000,000.00	1,003,410.00 0.00	1,002,060.96 (92.72)	976,290.00 1,790.00	(25,770.96)	0.00	1,358.33	1,358.33	4.02
Total Government Agencies			15,850,000.00	15,868,943.14 0.00	15,844,046.72 (395.50)	15,683,583.00 17,577.45	(160,463.72)	19,062.50	19,338.36	58,212.31	63.51
Government Bonds											
912828WL0 USA TREASURY 1.5% 31MAY2019	1.500	05/31/2019	500,000.00	501,230.47 0.00	500,274.44 (45.24)	497,402.50 430.00	(2,871.94)	3,750.00	614.75	0.00	2.01
912828WS5 USA TREASURY 1.625% 30JUN2019	1.625	06/30/2019	1,000,000.00	993,281.25 0.00	997,087.17 412.20	994,414.00 742.00	(2,673.17)	0.00	1,324.72	6,756.11	3.98

SECURITIES HELD

As of November 30, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Bonds											
912828TV2 USA TREASURY 1.25% 31OCT2019	1.250	10/31/2019	650,000.00	649,009.77 0.00	649,640.99 32.15	641,494.10 761.80	(8,146.89)	0.00	673.34	673.34	2.60
912828H52 USA TREASURY 1.25% 31JAN2020	1.250	01/31/2020	750,000.00	745,869.14 0.00	748,151.07 129.90	737,021.25 1,113.00	(11,129.82)	0.00	764.27	3,108.02	2.99
912828X96 USA TREASURY 1.5% 15MAY2020	1.500	05/15/2020	600,000.00	596,554.69 0.00	598,001.19 112.71	588,913.80 937.20	(9,087.39)	4,500.00	739.78	372.93	2.39
912828XM7 USA TREASURY 1.625% 31JUL2020	1.625	07/31/2020	1,000,000.00	1,005,742.19 0.00	1,003,283.56 (161.75)	980,625.00 1,797.00	(22,658.56)	0.00	1,324.73	5,387.23	4.03
Total Government Bonds			4,500,000.00	4,491,687.51 0.00	4,496,438.42 479.97	4,439,870.65 5,781.00	(56,567.77)	8,250.00	5,441.59	16,297.63	17.98
Municipal/Provincial Bonds											
888599LS4 PT. SAN ASSESS DISTRICT 5.25% 144A 02SEP2032 SANRAF\$01	5.250	09/02/2032	1,387,200.00	1,387,200.00 0.00	1,387,200.00 0.00	1,387,200.00 0.00	0.00	0.00	5,866.70	17,802.40	5.55
Total Municipal/Provincial Bonds			1,387,200.00	1,387,200.00 0.00	1,387,200.00 0.00	1,387,200.00 0.00	0.00	0.00	5,866.70	17,802.40	5.55
Grand total			24,981,253.40	24,985,477.55 0.00	24,962,293.58 879.54	24,730,612.80 26,214.15	(231,680.78)	30,687.50	35,282.63	108,672.90	100.00

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of November 30, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Federal Home Loan Banks												
3133782M2	FEDERAL HOME LOAN	1.500	03/08/2019		AA+	Aaa	1,000,000.00	1,014,124.28	4.06	997,560.00	4.03	0.27
3133X72S2	FEDERAL HOME LOAN	5.375	05/15/2019		AA+	Aaa	500,000.00	515,625.00	2.06	506,150.00	2.05	0.45
313379EE5	FEDERAL HOME LOAN	1.625	06/14/2019		AA+	Aaa	1,000,000.00	993,180.00	3.98	994,954.00	4.02	0.53
313380FB8	FEDERAL HOME LOAN	1.375	09/13/2019		AA+	Aaa	1,000,000.00	1,011,510.00	4.05	989,460.00	4.00	0.77
3130ABCH7	FEDERAL HOME LOAN	1.500	11/04/2019		AA+	Aaa	750,000.00	750,030.00	3.00	741,345.00	3.00	0.91
313383HU8	FEDERAL HOME LOAN	1.750	06/12/2020		AA+	Aaa	1,000,000.00	996,870.00	3.99	983,570.00	3.98	1.48
Issuer total							5,250,000.00	5,281,339.28	21.14	5,213,039.00	21.08	0.75
United States Treasury Note/Bond												
912828WL0	USA TREASURY 1.5%	1.500	05/31/2019		AA+	Aaa	500,000.00	501,230.47	2.01	497,402.50	2.01	0.49
912828W55	USA TREASURY 1.625%	1.625	06/30/2019		AA+	Aaa	1,000,000.00	993,281.25	3.98	994,414.00	4.02	0.57
912828TV2	USA TREASURY 1.25%	1.250	10/31/2019		AA+	Aaa	650,000.00	649,009.77	2.60	641,494.10	2.59	0.90
912828H52	USA TREASURY 1.25%	1.250	01/31/2020		AA+	Aaa	750,000.00	745,869.14	2.99	737,021.25	2.98	1.14
912828X96	USA TREASURY 1.5%	1.500	05/15/2020		AA+	Aaa	600,000.00	596,554.69	2.39	588,913.80	2.38	1.42
912828XM7	USA TREASURY 1.625%	1.625	07/31/2020		AA+	Aaa	1,000,000.00	1,005,742.19	4.03	980,625.00	3.97	1.62
Issuer total							4,500,000.00	4,491,687.51	17.98	4,439,870.65	17.95	1.05
Federal Farm Credit Banks												
3133EGM69	FEDERAL FARM CREDIT	1.100	12/05/2018		AA+	Aaa	1,250,000.00	1,247,248.75	4.99	1,249,912.50	5.05	0.01
3133EGSCO	FEDERAL FARM CREDIT	1.000	08/26/2019		AA+	Aaa	1,000,000.00	1,000,610.00	4.00	987,940.00	3.99	0.72
3133ECEY6	FEDERAL FARM CREDIT	1.450	02/11/2020		AA+	Aaa	1,000,000.00	1,003,130.00	4.01	984,330.00	3.98	1.17
3133EHVX8	FEDERAL FARM CREDIT	1.500	08/24/2020		AA+	Aaa	1,000,000.00	999,190.00	4.00	977,560.00	3.95	1.69
Issuer total							4,250,000.00	4,250,178.75	17.01	4,199,742.50	16.98	0.85
Federal National Mortgage Association												
3135G0H63	FANNIE MAE 1.375%	1.375	01/28/2019		AA+	Aaa	1,000,000.00	1,012,490.00	4.05	998,340.00	4.04	0.16

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of November 30, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Federal National Mortgage Association												
3135G0L76	FANNIE MAE 1.075%	1.075	07/11/2019	01/11/2019	AA+	Aaa	600,000.00	599,100.00	2.40	594,216.00	2.40	0.60
3135G0R39	FANNIE MAE 1%	1.000	10/24/2019		AA+	Aaa	600,000.00	589,095.11	2.36	590,752.20	2.39	0.88
3135G0RM7	FANNIE MAE 1.63%	1.630	10/30/2020		AA+	Aaa	1,000,000.00	1,003,410.00	4.02	976,290.00	3.95	1.87
Issuer total							3,200,000.00	3,204,095.11	12.82	3,159,598.20	12.78	0.91
Federal Home Loan Mortgage Corp												
3134G3M49	FREDDIE MAC 1.5%	1.500	09/26/2019		AA+	Aaa	1,000,000.00	1,001,001.00	4.01	990,140.00	4.00	0.81
3137EADM8	FREDDIE MAC 1.25%	1.250	10/02/2019		AA+	Aaa	1,650,000.00	1,634,040.00	6.54	1,629,543.30	6.59	0.82
3134G3K58	FREDDIE MAC 1.5%	1.500	03/19/2020		AA+	Aaa	500,000.00	498,289.00	1.99	491,520.00	1.99	1.27
Issuer total							3,150,000.00	3,133,330.00	12.54	3,111,203.30	12.58	0.89
Pt. San Assess District												
888599LS4	PT. SAN ASSESS	5.250	09/02/2032		NR	NR	1,387,200.00	1,387,200.00	5.55	1,387,200.00	5.61	9.62
Issuer total							1,387,200.00	1,387,200.00	5.55	1,387,200.00	5.61	9.62
Berkshire Hathaway Inc												
084670BL1	BERKSHIRE HATHAWAY	2.100	08/14/2019		AA	Aa2	550,000.00	547,453.50	2.19	547,087.75	2.21	0.69
Issuer total							550,000.00	547,453.50	2.19	547,087.75	2.21	0.69
PepsiCo Inc												
713448CK2	PEPSICO INC 2.25%	2.250	01/07/2019	12/07/2018	A+	A1	500,000.00	505,530.00	2.02	499,801.50	2.02	0.10
Issuer total							500,000.00	505,530.00	2.02	499,801.50	2.02	0.10
Caterpillar Financial Services Corp												
14912L6R7	CATERPILLAR FINL	1.350	05/18/2019		A	A3	500,000.00	498,245.00	1.99	496,251.50	2.01	0.46
Issuer total							500,000.00	498,245.00	1.99	496,251.50	2.01	0.46

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of November 30, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
PNC Bank NA												
69353REX2	PNC BANK NA 1.45%	1.450	07/29/2019	06/29/2019	A	A2	500,000.00	494,490.00	1.98	494,784.50	2.00	0.65
Issuer total							500,000.00	494,490.00	1.98	494,784.50	2.00	0.65
Toyota Motor Credit Corp												
89236TCF0	TOYOTA MOTOR CREDIT	2.150	03/12/2020		AA-	Aa3	500,000.00	504,545.00	2.02	494,021.00	2.00	1.25
Issuer total							500,000.00	504,545.00	2.02	494,021.00	2.00	1.25
US Bank NA/Cincinnati OH												
90331HNB5	US BANK NA CINCINNATI	2.000	01/24/2020	12/24/2019	AA-	A1	500,000.00	493,330.00	1.97	493,959.50	2.00	1.11
Issuer total							500,000.00	493,330.00	1.97	493,959.50	2.00	1.11
Cash and Cash Equivalents												
	INVESTED CASH	0.000					194,053.40	194,053.40	0.78	194,053.40	0.78	0.00
Issuer total							194,053.40	194,053.40	0.78	194,053.40	0.78	0.00
Grand total							24,981,253.40	24,985,477.55	100.00	24,730,612.80	100.00	1.34

TRANSACTION REPORT

For the period November 1, 2018 - November 30, 2018

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
11/04/2018 11/04/2018	3130ABCH7	Income	Government Agencies	FEDERAL HOME LOAN BANK	11/04/2019	750,000.00	0.00	0.00	5,625.00	5,625.00
11/15/2018 11/15/2018	3133X72S2	Income	Government Agencies	FEDERAL HOME LOAN BANK	05/15/2019	500,000.00	0.00	0.00	13,437.50	13,437.50
11/15/2018 11/15/2018	912828X96	Income	Government Bonds	USA TREASURY 1.5%	05/15/2020	600,000.00	0.00	0.00	4,500.00	4,500.00
11/18/2018 11/18/2018	14912L6R7	Income	Corporate Bonds	CATERPILLAR FINL SERVICE	05/18/2019	500,000.00	0.00	0.00	3,375.00	3,375.00
11/30/2018 11/30/2018	912828WL0	Income	Government Bonds	USA TREASURY 1.5%	05/31/2019	500,000.00	0.00	0.00	3,750.00	3,750.00
11/30/2018		Income	Cash and Cash Equivalent	Cash		0.00	0.00	0.00	292.05	292.05

ADDITIONAL INFORMATION

As of November 30, 2018

Past performance is not a guide to future performance. The value of investments and any income from them will fluctuate and is not guaranteed (this may partly be due to exchange rate changes) and investors may not get back the amount invested. Transactions in foreign securities may be executed and settled in local markets. Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The information contained herein is for your reference only and is being provided in response to your specific request and has been obtained from sources believed to be reliable; however, no representation is made regarding its accuracy or completeness. This document must not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or otherwise not permitted. This document should not be duplicated, amended, or forwarded to a third party without consent from Insight. This is a marketing document intended for professional clients only and should not be made available to or relied upon by retail clients.

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Where indicated, performance numbers used in the analysis are gross returns. The performance reflects the reinvestment of all dividends and income. INA charges management fees on all portfolios managed and these fees will reduce the returns on the portfolios. For example, assume that \$30 million is invested in an account with INA, and this account achieves a 5.0% annual return compounded monthly, gross of fees, for a period of five years. At the end of five years that account would have grown to \$38,500,760 before the deduction of management fees. Assuming management fees of 0.25% per year are deducted monthly from the account, the value at the end of the five year period would be \$38,022,447. Actual fees for new accounts are dependent on size and subject to negotiation. INA's investment advisory fees are discussed in Part 2A of its Form ADV.

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For trading activity the Clearing broker will be reflected. In certain cases the Clearing broker will differ from the Executing broker.

In calculating ratings distributions and weighted average portfolio quality, Insight assigns U.S Treasury and U.S agency securities a quality rating based on the methodology used within the respective benchmark index. When Moodys, S&P and Fitch rate a security, Bank of America and Merrill Lynch indexes assign a simple weighted average statistic while Barclays indexes assign the median statistic. Insight assigns all other securities the lower of Moodys and S&P ratings.

Information about the indices shown here is provided to allow for comparison of the performance of the strategy to that of certain well-known and widely recognized indices. There is no representation that such index is an appropriate benchmark for such comparison. You cannot invest directly in an index and the indices represented do not take into account trading commissions and/or other brokerage or custodial costs. The volatility of the indices may be materially different from that of the strategy. In addition, the strategies holdings may differ substantially from the securities that comprise the indices shown.

The BofA Merrill Lynch 3 Mo US T-Bill index is an unmanaged market index of U.S. Treasury securities maturing in 90 days that assumes reinvestment of all income.

The BofA Merrill Lynch 6 Mo US T-Bill index measures the performance of Treasury bills with time to maturity of less than 6 months.

The BofA Merrill Lynch Current 1-Year US Treasury Index is a one-security index comprised of the most recently issued 1-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 1-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 3-Year US Treasury Index is a one-security index comprised of the most recently issued 3-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 3-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 5-Year US Treasury Index is a one-security index comprised of the most recently issued 5-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 5-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years.

The BofA Merrill Lynch 1-5 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years.

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ADDITIONAL INFORMATION

As of November 30, 2018

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SAN RAFAEL

December 2018

Part of  BNY MELLON

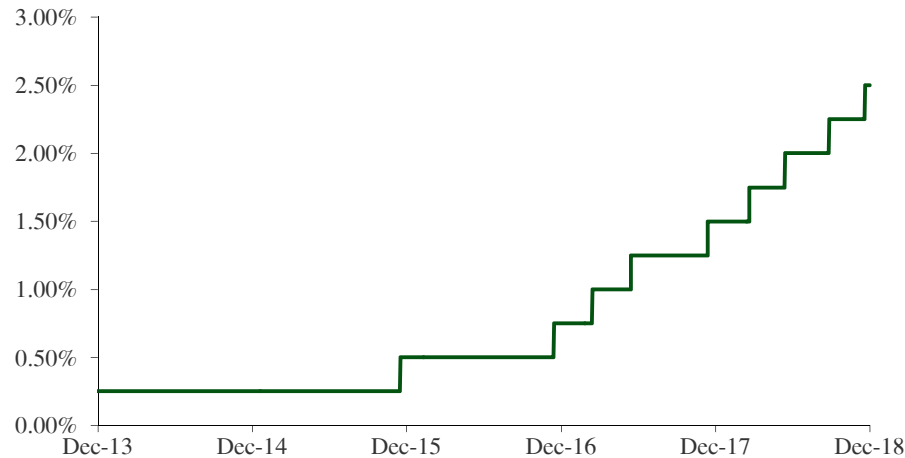


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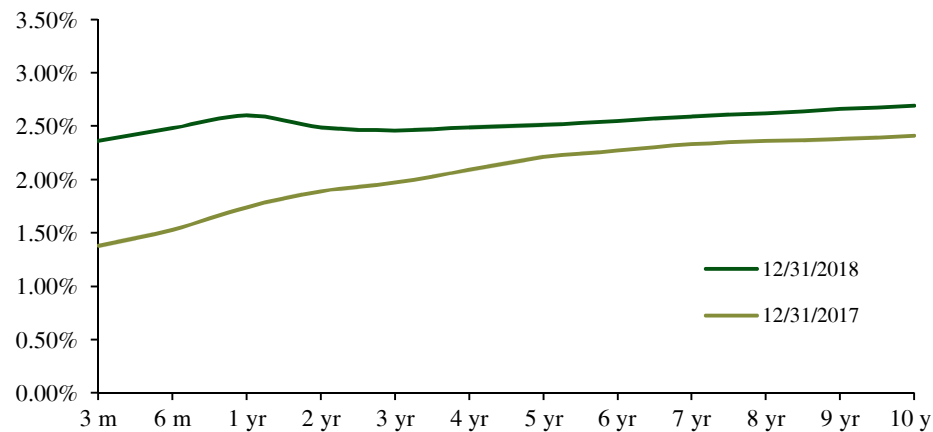
As of December 31, 2018

Chart 1: Fed funds target rate: 12/31/2013—12/31/2018



Source: Bloomberg Finance LP, December 31, 2018.

Chart 2: Treasury yield curve: 12/31/2017 and 12/31/2018



Source: Bloomberg Finance LP, December 31, 2018.

Economic Indicators and Monetary Policy

After reaching cyclical highs on November 8, 2-year US Treasury yields continued to decrease during December and the yield curve flattened further. The 2-year US Treasury note reached a peak yield of 2.97% in November and closed 2018 at a yield of 2.49%. Despite the recent downtrend in rates, the yield on the 2-year US Treasury note increased 60 basis points during 2018, from a yield of 1.89% on December 31, 2017. Lower rates over the past months were supported by continuing trade tensions and political discord, tightening financial conditions, volatile equity markets and softening in some economic releases.

On December 19 the Federal Open Market Committee (FOMC) increased the federal funds target rate 25 basis points to a range of 2.25% to 2.50% in a unanimous vote. (See Chart 1). The economic assessment presented by the FOMC was largely unchanged from the prior meeting and described a strong economy and near target level inflation conditions. The statement noted that the FOMC will monitor the risks to the current outlook posed by global economic and financial developments. Rate guidance indicated that two increases were likely in 2019.

On December 7 the payroll report was released, showing that 155,000 jobs were added in November, below expectations of 198,000, and the prior month job gains were revised downward to 237,000 from 250,000. The unemployment rate was unchanged at 3.7% and the underemployment rate increased to 7.6% from 7.4%. Wage growth was firm at 3.1% which is the fastest pace since spring 2009.

On December 11 the Producer Price Index (PPI) was released. The report showed year-over-year price increases of 2.5% at the headline level which includes food and energy and 2.7% when these volatile components are excluded. The next day the Consumer Price Index (CPI) report was published and it showed 2.2% year-over-year price increases for both the headline and core levels.

Interest Rate Summary

At the end of December, the 3-month US Treasury bill yielded 2.36%, the 6-month US Treasury bill yielded 2.48%, the 2-year US Treasury note yielded 2.49%, the 5-year US Treasury note yielded 2.51% and the 10-year US Treasury note yielded 2.69%. (See Chart 2).

ACTIVITY AND PERFORMANCE SUMMARY

For the period December 1, 2018 - December 31, 2018

Amortized Cost Basis Activity Summary

Opening balance		24,962,293.58
Income received	32,144.78	
Total receipts		32,144.78
Expenses paid	(145.90)	
Total disbursements		(145.90)
Interportfolio transfers	(1,450,000.00)	
Total Interportfolio transfers		(1,450,000.00)
Realized gain (loss)		0.00
Total amortization expense		(3,294.33)
Total OID/MKT accretion income		4,100.46
Return of capital		0.00
Closing balance		23,545,098.59
Ending fair value		23,364,674.43
Unrealized gain (loss)		(180,424.16)

Detail of Amortized Cost Basis Return

	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Cash and Cash Equivalents	269.78	0.00	0.00	269.78
Corporate Bonds	4,955.69	795.08	0.00	5,750.77
Government Agencies	19,585.26	(484.93)	0.00	19,100.33
Government Bonds	5,632.76	495.98	0.00	6,128.74
Municipal/Provincial Bonds	6,271.30	0.00	0.00	6,271.30
Total	36,714.79	806.13	0.00	37,520.92

Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	1.83	1.04	0.19
Overnight Repo	1.90	1.09	0.22
Merrill Lynch 3m US Treas Bill	1.92	1.08	0.20
Merrill Lynch 6m US Treas Bill	2.07	1.16	0.21
ML 1 Year US Treasury Note	2.33	1.29	0.22
ML 2 Year US Treasury Note	2.53	1.37	0.22
ML 5 Year US Treasury Note	2.75	1.42	0.23

* rates reflected are cumulative

Summary of Amortized Cost Basis Return for the Period

	Total portfolio
Interest earned	36,714.79
Accretion (amortization)	806.13
Realized gain (loss) on sales	0.00
Total income on portfolio	37,520.92
Average daily amortized cost	23,763,406.68
Period return (%)	0.16
YTD return (%)	1.71
Weighted average final maturity in days	584

ACTIVITY AND PERFORMANCE SUMMARY

For the period December 1, 2018 - December 31, 2018

Fair Value Basis Activity Summary

Opening balance		24,730,612.80
Income received	32,144.78	
Total receipts		32,144.78
Expenses paid	(145.90)	
Total disbursements		(145.90)
Interportfolio transfers	(1,450,000.00)	
Total Interportfolio transfers		(1,450,000.00)
Unrealized gain (loss) on security movements		0.00
Return of capital		0.00
Change in fair value for the period		52,062.75
Ending fair value		23,364,674.43

Detail of Fair Value Basis Return

	Interest earned	Change in fair value	Total income
Cash and Cash Equivalents	269.78	0.00	269.78
Corporate Bonds	4,955.69	3,651.85	8,607.54
Government Agencies	19,585.26	35,732.55	55,317.81
Government Bonds	5,632.76	12,678.35	18,311.11
Municipal/Provincial Bonds	6,271.30	0.00	6,271.30
Total	36,714.79	52,062.75	88,777.54

Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	1.83	1.04	0.19
Overnight Repo	1.90	1.09	0.22
ICE ML 3m US Treas Bill	1.87	1.06	0.18
ICE ML 6m US Treas Bill	1.92	1.11	0.22
ICE ML 1 Year US Treasury Note	1.86	1.20	0.36
ICE ML US Treasury 1-3	1.58	1.49	0.79
ICE ML US Treasury 1-5	1.52	1.77	1.11

* rates reflected are cumulative

Summary of Fair Value Basis Return for the Period

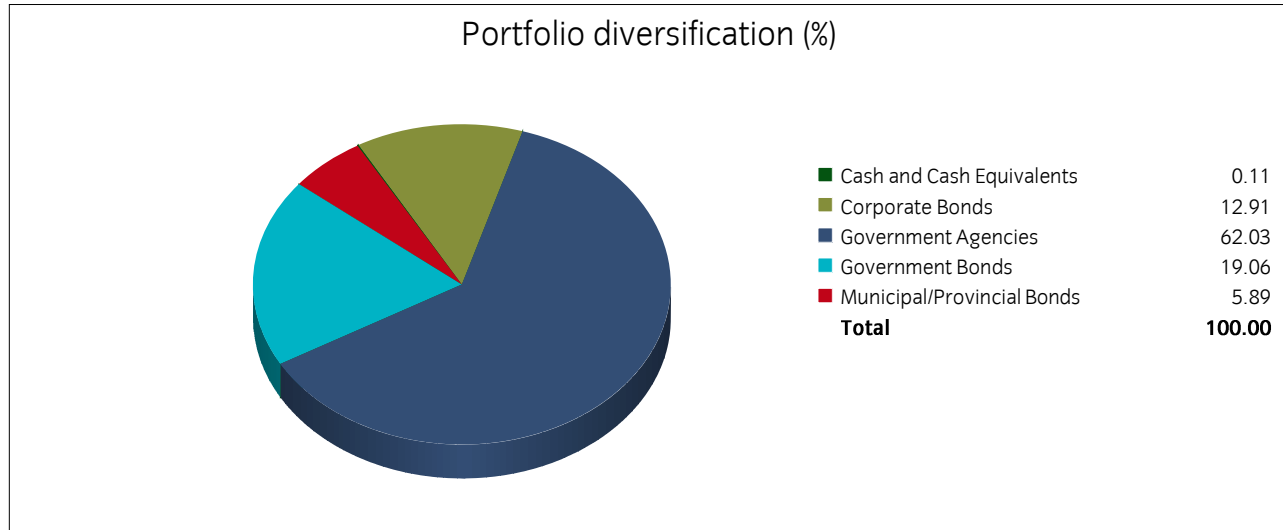
	Total portfolio
Interest earned	36,714.79
Change in fair value	52,062.75
Total income on portfolio	88,777.54
Average daily total value *	23,664,885.95
Period return (%)	0.38
YTD return (%)	1.78
Weighted average final maturity in days	584

* Total value equals market value and accrued interest

RECAP OF SECURITIES HELD

As of December 31, 2018

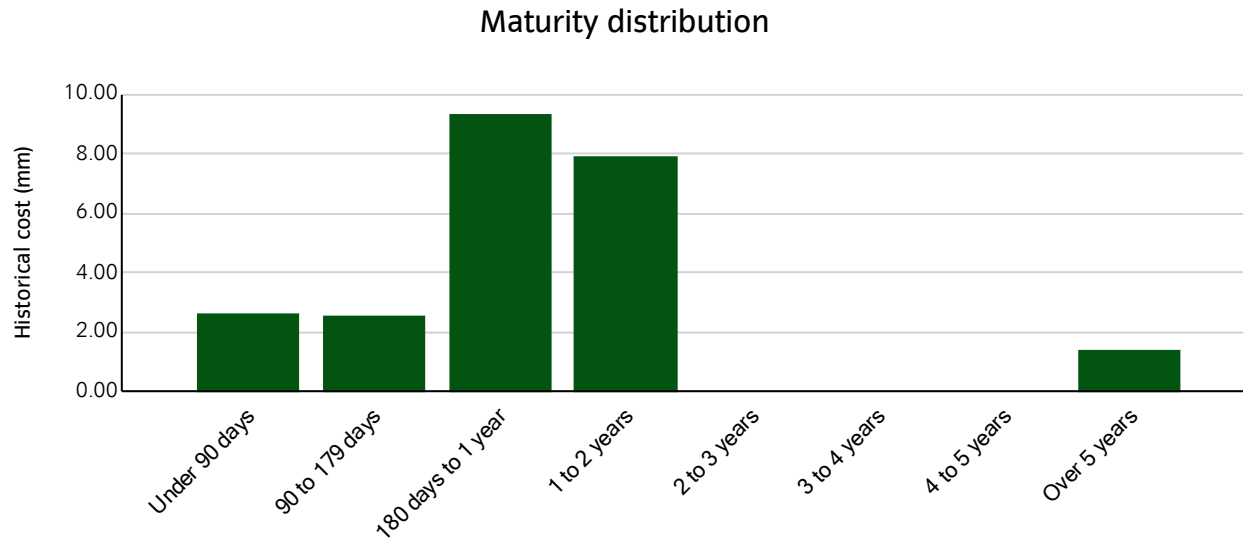
	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Cash and Cash Equivalents	26,052.28	26,052.28	26,052.28	0.00	1	0.11	0.00
Corporate Bonds	3,043,593.50	3,041,350.12	3,029,557.60	(11,792.52)	234	12.91	0.62
Government Agencies	14,621,694.39	14,593,561.79	14,469,315.55	(124,246.24)	307	62.03	0.82
Government Bonds	4,491,687.51	4,496,934.40	4,452,549.00	(44,385.40)	363	19.06	0.97
Municipal/Provincial Bonds	1,387,200.00	1,387,200.00	1,387,200.00	0.00	4,994	5.89	9.53
Total	23,570,227.68	23,545,098.59	23,364,674.43	(180,424.16)	584	100.00	1.34



MATURITY DISTRIBUTION OF SECURITIES HELD

As of December 31, 2018

Maturity	Historic cost	Percent
Under 90 days	2,558,196.56	10.85
90 to 179 days	2,508,280.47	10.64
180 days to 1 year	9,269,620.63	39.33
1 to 2 years	7,846,930.02	33.29
2 to 3 years	0.00	0.00
3 to 4 years	0.00	0.00
4 to 5 years	0.00	0.00
Over 5 years	1,387,200.00	5.89
	23,570,227.68	100.00



SECURITIES HELD

As of December 31, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Cash and Cash Equivalents											
Cash and Cash Equivalents	0.000		26,052.28	26,052.28 0.00	26,052.28 0.00	26,052.28 0.00	0.00	0.00	0.00	0.00	0.11
Total Cash and Cash Equivalents			26,052.28	26,052.28 0.00	26,052.28 0.00	26,052.28 0.00	0.00	0.00	0.00	0.00	0.11
Corporate Bonds											
713448CK2 PEPSICO INC 2.25% 07JAN2019 CALLABLE	2.250	01/07/2019	500,000.00	505,530.00 0.00	500,059.10 (253.28)	499,939.00 137.50	(120.10)	0.00	968.75	5,437.50	2.14
14912L6R7 CATERPILLAR FINL SERVICE 1.35% 18MAY2019	1.350	05/18/2019	500,000.00	498,245.00 0.00	499,740.97 56.31	497,032.00 780.50	(2,708.97)	0.00	581.25	806.25	2.11
69353REX2 PNC BANK NA 1.45% 29JUL2019 (CALLABLE 29JUN19)	1.450	07/29/2019 06/29/2019	500,000.00	494,490.00 0.00	496,681.30 476.37	495,702.00 917.50	(979.30)	0.00	624.30	3,061.11	2.10
084670BL1 BERKSHIRE HATHAWAY INC 2.1% 14AUG2019	2.100	08/14/2019	550,000.00	547,453.50 0.00	548,281.88 230.11	547,344.60 256.85	(937.28)	0.00	994.59	4,395.42	2.32
90331HNB5 US BANK NA CINCINNATI 2% 24JAN2020 (CALLABLE 24DEC19)	2.000	01/24/2020 12/24/2019	500,000.00	493,330.00 0.00	494,407.69 436.90	495,331.00 1,371.50	923.31	0.00	861.11	4,361.11	2.09
89236TCF0 TOYOTA MOTOR CREDIT CORP 2.15% 12MAR2020	2.150	03/12/2020	500,000.00	504,545.00 0.00	502,179.18 (151.33)	494,209.00 188.00	(7,970.18)	0.00	925.69	3,254.86	2.14
Total Corporate Bonds			3,050,000.00	3,043,593.50 0.00	3,041,350.12 795.08	3,029,557.60 3,651.85	(11,792.52)	0.00	4,955.69	21,316.25	12.91

SECURITIES HELD

As of December 31, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Agencies											
3135G0H63 FANNIE MAE 1.375% 28JAN2019	1.375	01/28/2019	1,000,000.00	1,012,490.00 0.00	1,000,392.50 (420.54)	999,214.00 874.00	(1,178.50)	0.00	1,184.03	5,843.75	4.30
3133782M2 FEDERAL HOME LOAN BANK 1.5% 08MAR2019	1.500	03/08/2019	1,000,000.00	1,014,124.28 0.00	1,001,031.63 (455.14)	998,243.00 683.00	(2,788.63)	0.00	1,291.66	4,708.33	4.30
3133X72S2 FEDERAL HOME LOAN BANK 5.375% 15MAY2019	5.375	05/15/2019	500,000.00	515,625.00 0.00	505,640.04 (1,253.34)	504,940.00 (1,210.00)	(700.04)	0.00	2,314.24	3,434.03	2.19
313379EE5 FEDERAL HOME LOAN BANK 1.625% 14JUN2019	1.625	06/14/2019	1,000,000.00	993,180.00 0.00	997,552.56 447.70	995,665.00 711.00	(1,887.56)	8,125.00	1,399.30	767.36	4.21
3135G0L76 FANNIE MAE 1.075% 11JUL2019 (CALLABLE 11APR19)	1.075	07/11/2019 01/11/2019	600,000.00	599,100.00 0.00	599,829.63 26.76	595,272.00 1,056.00	(4,557.63)	0.00	555.41	3,045.83	2.54
3133EGSCO FEDERAL FARM CREDIT BANK 1% 26AUG2019	1.000	08/26/2019	1,000,000.00	1,000,610.00 0.00	1,000,132.80 (16.89)	989,680.00 1,740.00	(10,452.80)	0.00	861.11	3,472.22	4.25
313380FB8 FEDERAL HOME LOAN BANK 1.375% 13SEP2019	1.375	09/13/2019	1,000,000.00	1,011,510.00 0.00	1,002,731.74 (323.92)	991,010.00 1,550.00	(11,721.74)	0.00	1,184.03	4,125.00	4.29
3134G3M49 FREDDIE MAC 1.5% 26SEP2019 CALLABLE	1.500	09/26/2019	1,000,000.00	1,001,001.00 0.00	1,000,335.35 (37.82)	991,850.00 1,710.00	(8,485.35)	0.00	1,291.66	3,958.33	4.25
3137EADM8 FREDDIE MAC 1.25% 02OCT2019	1.250	10/02/2019	1,650,000.00	1,634,040.00 0.00	1,640,863.26 1,007.74	1,632,950.55 3,407.25	(7,912.71)	0.00	1,776.04	5,098.96	6.93
3135G0R39 FANNIE MAE 1% 24OCT2019	1.000	10/24/2019	600,000.00	589,095.11 0.00	594,959.06 514.38	592,047.00 1,294.80	(2,912.06)	0.00	516.67	1,116.67	2.50

SECURITIES HELD

As of December 31, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Agencies											
3130ABCH7 FEDERAL HOME LOAN BANK 1.5% 04NOV2019	1.500	11/04/2019	750,000.00	750,030.00 0.00	750,010.68 (1.05)	742,830.00 1,485.00	(7,180.68)	0.00	968.75	1,781.25	3.18
3133ECEY6 FEDERAL FARM CREDIT BANK 1.45% 11FEB2020	1.450	02/11/2020	1,000,000.00	1,003,130.00 0.00	1,001,074.60 (80.39)	988,340.00 4,010.00	(12,734.60)	0.00	1,248.61	5,638.89	4.26
3134G3K58 FREDDIE MAC 1.5% 19MAR2020 CALLABLE	1.500	03/19/2020	500,000.00	498,289.00 0.00	499,270.04 49.88	493,270.00 1,750.00	(6,000.04)	0.00	645.83	2,125.00	2.11
313383HU8 FEDERAL HOME LOAN BANK 1.75% 12JUN2020	1.750	06/12/2020	1,000,000.00	996,870.00 0.00	998,216.31 102.51	988,464.00 4,894.00	(9,752.31)	8,750.00	1,506.94	923.61	4.23
3133EHVX8 FEDERAL FARM CREDIT BANK 1.5% 24AUG2020	1.500	08/24/2020	1,000,000.00	999,190.00 0.00	999,547.38 22.86	982,530.00 4,970.00	(17,017.38)	0.00	1,291.67	5,291.67	4.24
3135GORM7 FANNIE MAE 1.63% 30OCT2020 CALLABLE	1.630	10/30/2020	1,000,000.00	1,003,410.00 0.00	1,001,974.21 (86.75)	983,010.00 6,720.00	(18,964.21)	0.00	1,358.34	2,716.67	4.26
Total Government Agencies			14,600,000.00	14,621,694.39 0.00	14,593,561.79 (504.01)	14,469,315.55 35,645.05	(124,246.24)	16,875.00	19,394.29	54,047.57	62.03
Government Bonds											
912828WLO USA TREASURY 1.5% 31MAY2019	1.500	05/31/2019	500,000.00	501,230.47 0.00	500,227.70 (46.74)	497,969.00 566.50	(2,258.70)	0.00	638.74	638.74	2.13
912828WS5 USA TREASURY 1.625% 30JUN2019	1.625	06/30/2019	1,000,000.00	993,281.25 0.00	997,513.10 425.93	995,469.00 1,055.00	(2,044.10)	8,125.00	1,368.89	0.00	4.21
912828TV2 USA TREASURY 1.25% 31OCT2019	1.250	10/31/2019	650,000.00	649,009.77 0.00	649,674.21 33.22	642,662.15 1,168.05	(7,012.06)	0.00	695.79	1,369.13	2.75

SECURITIES HELD

As of December 31, 2018

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Bonds											
912828H52 USA TREASURY 1.25% 31JAN2020	1.250	01/31/2020	750,000.00	745,869.14 0.00	748,285.30 134.23	739,160.25 2,139.00	(9,125.05)	0.00	789.74	3,897.76	3.16
912828X96 USA TREASURY 1.5% 15MAY2020	1.500	05/15/2020	600,000.00	596,554.69 0.00	598,117.67 116.48	591,468.60 2,554.80	(6,649.07)	0.00	770.72	1,143.65	2.53
912828XM7 USA TREASURY 1.625% 31JUL2020	1.625	07/31/2020	1,000,000.00	1,005,742.19 0.00	1,003,116.42 (167.14)	985,820.00 5,195.00	(17,296.42)	0.00	1,368.88	6,756.11	4.27
Total Government Bonds			4,500,000.00	4,491,687.51 0.00	4,496,934.40 495.98	4,452,549.00 12,678.35	(44,385.40)	8,125.00	5,632.76	13,805.39	19.06
Municipal/Provincial Bonds											
888599LS4 PT. SAN ASSESS DISTRICT 5.25% 144A 02SEP2032 SANRAF\$01	5.250	09/02/2032	1,387,200.00	1,387,200.00 0.00	1,387,200.00 0.00	1,387,200.00 0.00	0.00	0.00	6,271.30	24,073.70	5.89
Total Municipal/Provincial Bonds			1,387,200.00	1,387,200.00 0.00	1,387,200.00 0.00	1,387,200.00 0.00	0.00	0.00	6,271.30	24,073.70	5.89
Grand total			23,563,252.28	23,570,227.68 0.00	23,545,098.59 787.05	23,364,674.43 51,975.25	(180,424.16)	25,000.00	36,254.04	113,242.91	100.00

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of December 31, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Federal Home Loan Banks												
3133782M2	FEDERAL HOME LOAN	1.500	03/08/2019		AA+	Aaa	1,000,000.00	1,014,124.28	4.30	998,243.00	4.27	0.18
3133X72S2	FEDERAL HOME LOAN	5.375	05/15/2019		AA+	Aaa	500,000.00	515,625.00	2.19	504,940.00	2.16	0.37
313379EE5	FEDERAL HOME LOAN	1.625	06/14/2019		AA+	Aaa	1,000,000.00	993,180.00	4.21	995,665.00	4.26	0.45
313380FB8	FEDERAL HOME LOAN	1.375	09/13/2019		AA+	Aaa	1,000,000.00	1,011,510.00	4.29	991,010.00	4.24	0.69
3130ABCH7	FEDERAL HOME LOAN	1.500	11/04/2019		AA+	Aaa	750,000.00	750,030.00	3.18	742,830.00	3.18	0.83
313383HU8	FEDERAL HOME LOAN	1.750	06/12/2020		AA+	Aaa	1,000,000.00	996,870.00	4.23	988,464.00	4.23	1.42
Issuer total							5,250,000.00	5,281,339.28	22.41	5,221,152.00	22.35	0.67
United States Treasury Note/Bond												
912828WL0	USA TREASURY 1.5%	1.500	05/31/2019		AA+	Aaa	500,000.00	501,230.47	2.13	497,969.00	2.13	0.41
912828WS5	USA TREASURY 1.625%	1.625	06/30/2019		AA+	Aaa	1,000,000.00	993,281.25	4.21	995,469.00	4.26	0.49
912828TV2	USA TREASURY 1.25%	1.250	10/31/2019		AA+	Aaa	650,000.00	649,009.77	2.75	642,662.15	2.75	0.82
912828H52	USA TREASURY 1.25%	1.250	01/31/2020		AA+	Aaa	750,000.00	745,869.14	3.16	739,160.25	3.16	1.06
912828X96	USA TREASURY 1.5%	1.500	05/15/2020		AA+	Aaa	600,000.00	596,554.69	2.53	591,468.60	2.53	1.34
912828XM7	USA TREASURY 1.625%	1.625	07/31/2020		AA+	Aaa	1,000,000.00	1,005,742.19	4.27	985,820.00	4.22	1.54
Issuer total							4,500,000.00	4,491,687.51	19.06	4,452,549.00	19.06	0.97
Federal National Mortgage Association												
3135G0H63	FANNIE MAE 1.375%	1.375	01/28/2019		AA+	Aaa	1,000,000.00	1,012,490.00	4.30	999,214.00	4.28	0.08
3135G0L76	FANNIE MAE 1.075%	1.075	07/11/2019	01/11/2019	AA+	Aaa	600,000.00	599,100.00	2.54	595,272.00	2.55	0.52
3135G0R39	FANNIE MAE 1%	1.000	10/24/2019		AA+	Aaa	600,000.00	589,095.11	2.50	592,047.00	2.53	0.80
3135G0RM7	FANNIE MAE 1.63%	1.630	10/30/2020		AA+	Aaa	1,000,000.00	1,003,410.00	4.26	983,010.00	4.21	1.78
Issuer total							3,200,000.00	3,204,095.11	13.59	3,169,543.00	13.57	0.83
Federal Home Loan Mortgage Corp												
3134G3M49	FREDDIE MAC 1.5%	1.500	09/26/2019		AA+	Aaa	1,000,000.00	1,001,001.00	4.25	991,850.00	4.25	0.72

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of December 31, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
Federal Home Loan Mortgage Corp												
3137EADM8	FREDDIE MAC 1.25%	1.250	10/02/2019		AA+	Aaa	1,650,000.00	1,634,040.00	6.93	1,632,950.55	6.99	0.74
3134G3K58	FREDDIE MAC 1.5%	1.500	03/19/2020		AA+	Aaa	500,000.00	498,289.00	2.11	493,270.00	2.11	1.19
Issuer total							3,150,000.00	3,133,330.00	13.29	3,118,070.55	13.35	0.81
Federal Farm Credit Banks												
3133EGSCO	FEDERAL FARM CREDIT	1.000	08/26/2019		AA+	Aaa	1,000,000.00	1,000,610.00	4.25	989,680.00	4.24	0.64
3133ECEY6	FEDERAL FARM CREDIT	1.450	02/11/2020		AA+	Aaa	1,000,000.00	1,003,130.00	4.26	988,340.00	4.23	1.09
3133EHVX8	FEDERAL FARM CREDIT	1.500	08/24/2020		AA+	Aaa	1,000,000.00	999,190.00	4.24	982,530.00	4.21	1.60
Issuer total							3,000,000.00	3,002,930.00	12.74	2,960,550.00	12.67	1.11
Pt. San Assess District												
888599LS4	PT. SAN ASSESS	5.250	09/02/2032		NR	NR	1,387,200.00	1,387,200.00	5.89	1,387,200.00	5.94	9.53
Issuer total							1,387,200.00	1,387,200.00	5.89	1,387,200.00	5.94	9.53
Berkshire Hathaway Inc												
084670BL1	BERKSHIRE HATHAWAY	2.100	08/14/2019		AA	Aa2	550,000.00	547,453.50	2.32	547,344.60	2.34	0.60
Issuer total							550,000.00	547,453.50	2.32	547,344.60	2.34	0.60
PepsiCo Inc												
713448CK2	PEPSICO INC 2.25%	2.250	01/07/2019		A+	A1	500,000.00	505,530.00	2.14	499,939.00	2.14	0.02
Issuer total							500,000.00	505,530.00	2.14	499,939.00	2.14	0.02
Caterpillar Financial Services Corp												
14912L6R7	CATERPILLAR FINL	1.350	05/18/2019		A	A3	500,000.00	498,245.00	2.11	497,032.00	2.13	0.37
Issuer total							500,000.00	498,245.00	2.11	497,032.00	2.13	0.37

GASB 40 - DEPOSIT AND INVESTMENT RISK DISCLOSURE

SAN RAFAEL

As of December 31, 2018

Cusip	Description	Coupon	Maturity date	Call date	S&P rating	Moody rating	Par value or shares	Historical cost	% Portfolio hist cost	Market value	% Portfolio mkt value	Effective dur (yrs)
PNC Bank NA												
69353REX2	PNC BANK NA 1.45%	1.450	07/29/2019	06/29/2019	A	A2	500,000.00	494,490.00	2.10	495,702.00	2.12	0.56
Issuer total							500,000.00	494,490.00	2.10	495,702.00	2.12	0.56
US Bank NA/Cincinnati OH												
90331HNB5	US BANK NA CINCINNATI	2.000	01/24/2020	12/24/2019	AA-	A1	500,000.00	493,330.00	2.09	495,331.00	2.12	1.02
Issuer total							500,000.00	493,330.00	2.09	495,331.00	2.12	1.02
Toyota Motor Credit Corp												
89236TCF0	TOYOTA MOTOR CREDIT	2.150	03/12/2020		AA-	Aa3	500,000.00	504,545.00	2.14	494,209.00	2.12	1.16
Issuer total							500,000.00	504,545.00	2.14	494,209.00	2.12	1.16
Cash and Cash Equivalents												
	INVESTED CASH	0.000					26,052.28	26,052.28	0.11	26,052.28	0.11	0.00
Issuer total							26,052.28	26,052.28	0.11	26,052.28	0.11	0.00
Grand total							23,563,252.28	23,570,227.68	100.00	23,364,674.43	100.00	1.34

SECURITIES SOLD AND MATURED

For the period December 1, 2018 - December 31, 2018

Cusip/ Description/ Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost at sale or maturity /Accr (amort)	Price	Fair value at sale or maturity / Chg.in fair value	Realized gain (loss)	Accrued interest sold	Interest received	Interest earned
Government Agencies												
3133EGM69	12/05/2018	1.100		(1,250,000.00)	1,247,248.75	1,250,000.00	0.00	1,250,000.00	0.00	0.00	6,875.00	190.97
FFCB TRANCHE 00669 1.1 12-05-2018	12/05/2018					19.08		87.50				
Total (Government Agencies)				(1,250,000.00)	1,247,248.75	1,250,000.00 19.08		1,250,000.00 87.50	0.00	0.00	6,875.00	190.97
Grand total				(1,250,000.00)	1,247,248.75	1,250,000.00 19.08		1,250,000.00 87.50	0.00	0.00	6,875.00	190.97

TRANSACTION REPORT

For the period December 1, 2018 - December 31, 2018

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
12/05/2018 12/05/2018	3133EGM69	Income	Government Agencies	FFCB TRANCHE 00669 1.1	12/05/2018	1,250,000.00	0.00	0.00	6,875.00	6,875.00
12/05/2018 12/05/2018	3133EGM69	Capital Change	Government Agencies	FFCB TRANCHE 00669 1.1	12/05/2018	(1,250,000.00)	0.00	1,250,000.00	0.00	1,250,000.00
12/12/2018 12/12/2018	313383HU8	Income	Government Agencies	FEDERAL HOME LOAN BANK	06/12/2020	1,000,000.00	0.00	0.00	8,750.00	8,750.00
12/14/2018 12/14/2018	313379EE5	Income	Government Agencies	FEDERAL HOME LOAN BANK	06/14/2019	1,000,000.00	0.00	0.00	8,125.00	8,125.00
12/31/2018 12/31/2018	912828W55	Income	Government Bonds	USA TREASURY 1.625%	06/30/2019	1,000,000.00	0.00	0.00	8,125.00	8,125.00
12/31/2018		Income	Cash and Cash Equivalents	Cash		0.00	0.00	0.00	269.78	269.78

ADDITIONAL INFORMATION

As of December 31, 2018

Past performance is not a guide to future performance. The value of investments and any income from them will fluctuate and is not guaranteed (this may partly be due to exchange rate changes) and investors may not get back the amount invested. Transactions in foreign securities may be executed and settled in local markets. Performance comparisons will be affected by changes in interest rates. Investment returns fluctuate due to changes in market conditions. Investment involves risk, including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. The information contained herein is for your reference only and is being provided in response to your specific request and has been obtained from sources believed to be reliable; however, no representation is made regarding its accuracy or completeness. This document must not be used for the purpose of an offer or solicitation in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or otherwise not permitted. This document should not be duplicated, amended, or forwarded to a third party without consent from Insight. This is a marketing document intended for professional clients only and should not be made available to or relied upon by retail clients.

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Where indicated, performance numbers used in the analysis are gross returns. The performance reflects the reinvestment of all dividends and income. INA charges management fees on all portfolios managed and these fees will reduce the returns on the portfolios. For example, assume that \$30 million is invested in an account with INA, and this account achieves a 5.0% annual return compounded monthly, gross of fees, for a period of five years. At the end of five years that account would have grown to \$38,500,760 before the deduction of management fees. Assuming management fees of 0.25% per year are deducted monthly from the account, the value at the end of the five year period would be \$38,022,447. Actual fees for new accounts are dependent on size and subject to negotiation. INA's investment advisory fees are discussed in Part 2A of its Form ADV.

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For trading activity the Clearing broker will be reflected. In certain cases the Clearing broker will differ from the Executing broker.

In calculating ratings distributions and weighted average portfolio quality, Insight assigns U.S Treasury and U.S agency securities a quality rating based on the methodology used within the respective benchmark index. When Moodys, S&P and Fitch rate a security, Bank of America and Merrill Lynch indexes assign a simple weighted average statistic while Barclays indexes assign the median statistic. Insight assigns all other securities the lower of Moodys and S&P ratings.

Information about the indices shown here is provided to allow for comparison of the performance of the strategy to that of certain well-known and widely recognized indices. There is no representation that such index is an appropriate benchmark for such comparison. You cannot invest directly in an index and the indices represented do not take into account trading commissions and/or other brokerage or custodial costs. The volatility of the indices may be materially different from that of the strategy. In addition, the strategies holdings may differ substantially from the securities that comprise the indices shown.

The BofA Merrill Lynch 3 Mo US T-Bill index is an unmanaged market index of U.S. Treasury securities maturing in 90 days that assumes reinvestment of all income.

The BofA Merrill Lynch 6 Mo US T-Bill index measures the performance of Treasury bills with time to maturity of less than 6 months.

The BofA Merrill Lynch Current 1-Year US Treasury Index is a one-security index comprised of the most recently issued 1-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 1-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 3-Year US Treasury Index is a one-security index comprised of the most recently issued 3-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 3-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 5-Year US Treasury Index is a one-security index comprised of the most recently issued 5-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 5-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years.

The BofA Merrill Lynch 1-5 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years.

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ADDITIONAL INFORMATION

As of December 31, 2018

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Account Statement - Transaction Summary

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Project Fund - 7023-001

CAMP Pool	
Opening Market Value	6,720,419.66
Purchases	3,394,805.88
Redemptions	(70,876.70)
Unsettled Trades	0.00
Change in Value	0.00

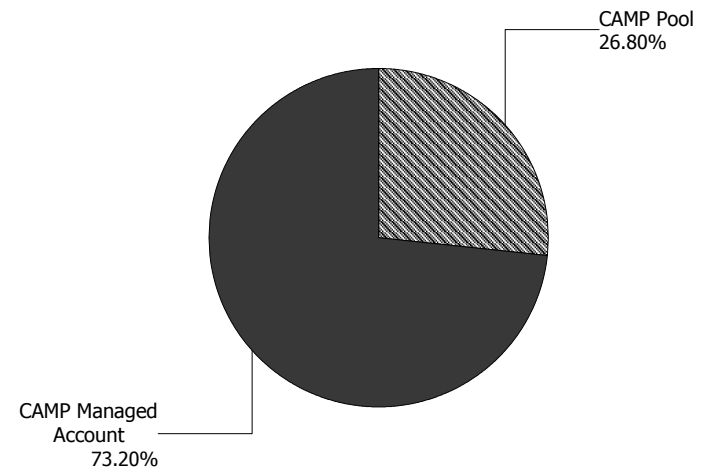
Closing Market Value	\$10,044,348.84
Cash Dividends and Income	17,399.36

CAMP Managed Account	
Opening Market Value	30,744,585.45
Purchases	0.00
Redemptions	(3,340,000.00)
Unsettled Trades	0.00
Change in Value	34,813.73

Closing Market Value	\$27,439,399.18
Cash Dividends and Income	43,371.02

Asset Summary		
	December 31, 2018	November 30, 2018
CAMP Pool	10,044,348.84	6,720,419.66
CAMP Managed Account	27,439,399.18	30,744,585.45
Total	\$37,483,748.02	\$37,465,005.11

Asset Allocation





Managed Account Summary Statement

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Project Fund - 7023-001 - (12517708)

Transaction Summary - Money Market		Transaction Summary - Managed Account		Account Total	
Opening Market Value	\$6,720,419.66	Opening Market Value	\$30,744,585.45	Opening Market Value	\$37,465,005.11
Purchases	3,394,805.88	Maturities/Calls	(3,340,000.00)		
Redemptions	(70,876.70)	Principal Dispositions	0.00		
		Principal Acquisitions	0.00		
		Unsettled Trades	0.00		
		Change in Current Value	34,813.73		
Closing Market Value	\$10,044,348.84	Closing Market Value	\$27,439,399.18	Closing Market Value	\$37,483,748.02
Dividend	17,399.36				

Earnings Reconciliation (Cash Basis) - Managed Account	
Interest/Dividends/Coupons Received	37,406.52
Less Purchased Interest Related to Interest/Coupons	0.00
Plus Net Realized Gains/Losses	5,964.50
Total Cash Basis Earnings	\$43,371.02

Cash Balance	
Closing Cash Balance	\$0.00

Earnings Reconciliation (Accrual Basis)	Managed Account	Total
Ending Amortized Value of Securities	27,507,682.61	37,552,031.45
Ending Accrued Interest	176,916.69	176,916.69
Plus Proceeds from Sales	0.00	70,876.70
Plus Proceeds of Maturities/Calls/Principal Payments	3,364,519.02	3,364,519.02
Plus Coupons/Dividends Received	12,887.50	12,887.50
Less Cost of New Purchases	0.00	(3,394,805.88)
Less Beginning Amortized Value of Securities	(30,832,933.43)	(37,553,353.09)
Less Beginning Accrued Interest	(166,029.21)	(166,029.21)
Dividends	0.00	17,399.36
Total Accrual Basis Earnings	\$63,043.18	\$80,442.54

Cash Transactions Summary- Managed Account	
Maturities/Calls	3,364,519.02
Sale Proceeds	0.00
Coupon/Interest/Dividend Income	12,887.50
Principal Payments	0.00
Security Purchases	0.00
Net Cash Contribution	(3,377,406.52)
Reconciling Transactions	0.00



Portfolio Summary and Statistics

For the Month Ending **December 31, 2018**

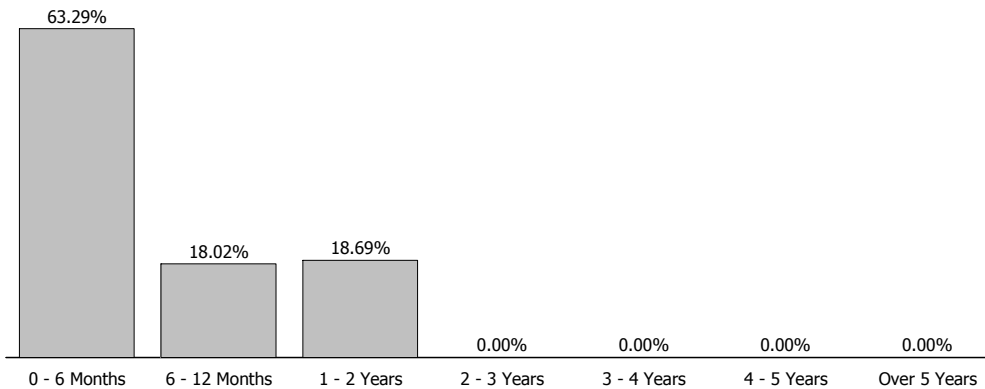
City of San Rafael - Lease Revenue Bonds Series 2018 Project Fund - 7023-001 - (12517708)

Account Summary

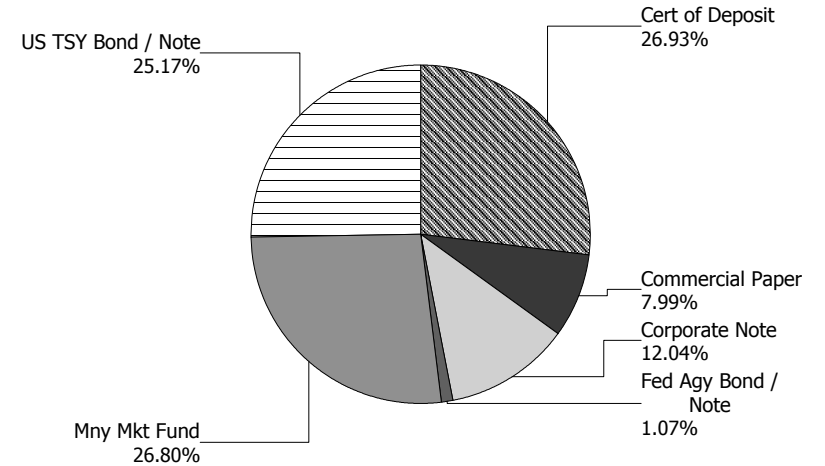
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	9,495,000.00	9,434,378.35	25.17
Federal Agency Bond / Note	400,000.00	399,445.20	1.07
Corporate Note	4,535,000.00	4,514,289.06	12.04
Commercial Paper	3,020,000.00	2,995,846.61	7.99
Certificate of Deposit	10,160,000.00	10,095,439.96	26.93
Managed Account Sub-Total	27,610,000.00	27,439,399.18	73.20%
Accrued Interest		176,916.69	
Total Portfolio	27,610,000.00	27,616,315.87	
CAMP Pool	10,044,348.84	10,044,348.84	26.80
Total Investments	37,654,348.84	37,660,664.71	100.00%

Unsettled Trades **0.00** **0.00**

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	2.55%
Yield to Maturity at Market	2.71%
Duration to Worst	0.58
Weighted Average Days to Maturity	215



Managed Account Issuer Summary

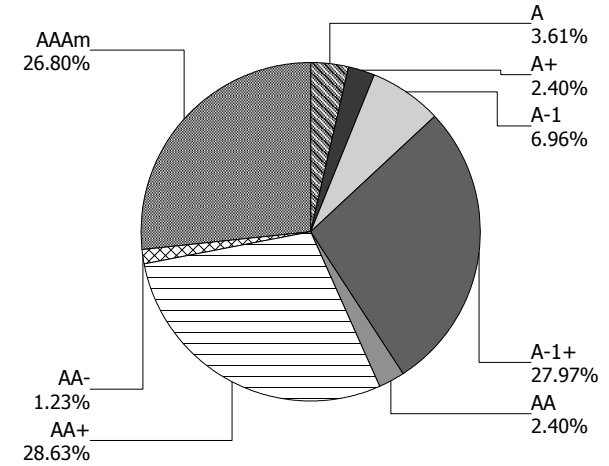
For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Project Fund - 7023-001 - (12517708)

Issuer Summary

Issuer	Market Value of Holdings	Percent
AMERICAN HONDA FINANCE	450,304.40	1.20
ANZ BANKING GROUP LTD	1,999,626.76	5.33
APPLE INC	901,388.67	2.40
CAMP Pool	10,044,348.84	26.79
CANADIAN IMPERIAL BANK OF COMMERCE	2,229,572.65	5.95
CATERPILLAR INC	451,725.82	1.21
CHEVRON CORPORATION	900,863.60	2.40
CISCO SYSTEMS INC	462,062.97	1.23
DEXIA GROUP	1,379,134.37	3.68
FREDDIE MAC	399,445.20	1.07
HONEYWELL INTERNATIONAL	449,259.27	1.20
NATIONAL RURAL UTILITIES CO FINANCE CORP	450,695.25	1.20
NORDEA BANK AB	2,259,469.01	6.03
PEPSICO INC	447,989.08	1.20
RABOBANK NEDERLAND	377,623.69	1.01
ROYAL BANK OF CANADA	999,476.17	2.67
TORONTO-DOMINION BANK	2,229,671.68	5.95
TOYOTA MOTOR CORP	1,616,712.24	4.31
UNITED STATES TREASURY	9,434,378.35	25.17
Total	\$37,483,748.02	100.00%

Credit Quality (S&P Ratings)





Managed Account Detail of Securities Held

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Project Fund - 7023-001 - (12517708)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 03/31/2017 1.250% 03/31/2019	912828W97	3,225,000.00	AA+	Aaa	07/30/18	07/31/18	3,202,828.13	2.29	10,299.62	3,216,862.23	3,215,792.63
US TREASURY NOTES DTD 05/15/2009 3.125% 05/15/2019	912828KQ2	1,830,000.00	AA+	Aaa	08/07/18	08/08/18	1,840,365.23	2.37	7,424.90	1,835,025.34	1,834,075.41
US TREASURY NOTES DTD 10/31/2014 1.500% 10/31/2019	912828F62	650,000.00	AA+	Aaa	07/25/18	07/26/18	641,773.44	2.52	1,669.89	644,584.80	643,931.60
US TREASURY NOTES DTD 12/31/2012 1.125% 12/31/2019	912828UF5	760,000.00	AA+	Aaa	07/25/18	07/26/18	744,710.94	2.57	23.62	749,276.88	748,807.48
US TREASURY N/B NOTES DTD 01/31/2018 2.000% 01/31/2020	9128283S7	820,000.00	AA+	Aaa	07/25/18	07/26/18	813,017.19	2.58	6,863.04	814,986.70	814,651.14
US TREASURY NOTES DTD 05/31/2013 1.375% 05/31/2020	912828VF4	1,150,000.00	AA+	Aaa	07/25/18	07/26/18	1,123,810.55	2.65	1,390.11	1,129,878.51	1,131,447.05
US TREASURY NOTES DTD 06/30/2015 1.625% 06/30/2020	912828XH8	1,060,000.00	AA+	Aaa	07/25/18	07/26/18	1,039,835.16	2.64	47.58	1,044,268.60	1,045,673.04
Security Type Sub-Total		9,495,000.00					9,406,340.64	2.45	27,718.76	9,434,883.06	9,434,378.35
Federal Agency Bond / Note											
FHLMC NOTES DTD 04/19/2018 2.500% 04/23/2020	3137EAEM7	400,000.00	AA+	Aaa	07/25/18	07/26/18	398,772.40	2.68	1,888.89	399,077.43	399,445.20
Security Type Sub-Total		400,000.00					398,772.40	2.68	1,888.89	399,077.43	399,445.20
Corporate Note											
HONEYWELL INTERNATIONAL CORP NOTES DTD 10/31/2016 1.400% 10/30/2019	438516BJ4	215,000.00	A	A2	07/25/18	07/27/18	211,504.10	2.72	510.03	212,683.01	212,287.35
HONEYWELL INTERNATIONAL CORP NOTES DTD 10/31/2016 1.400% 10/30/2019	438516BJ4	240,000.00	A	A2	07/25/18	07/27/18	236,092.80	2.72	569.33	237,410.40	236,971.92
CATERPILLAR FINL SERVICE CORPORATE BOND DTD 11/29/2017 2.000% 11/29/2019	1491302F5	455,000.00	A	A3	07/25/18	07/27/18	450,809.45	2.70	808.89	452,138.09	451,725.82



Managed Account Detail of Securities Held

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Project Fund - 7023-001 - (12517708)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
PEPSICO, INC NOTES DTD 01/14/2010 4.500% 01/15/2020	713448BN7	440,000.00	A+	A1	07/25/18	07/27/18	451,444.40	2.68	9,130.00	448,153.33	447,989.08
CISCO SYSTEMS INC CORP NOTE DTD 11/17/2009 4.450% 01/15/2020	17275RAH5	455,000.00	AA-	A1	07/27/18	07/31/18	465,728.90	2.78	9,336.35	462,701.88	462,062.97
NATIONAL RURAL UTIL COOP CORP NOTES DTD 01/27/2015 2.000% 01/27/2020	637432NC5	455,000.00	A	A1	07/25/18	07/27/18	449,289.75	2.86	3,892.78	450,895.16	450,695.25
CHEVRON CORP (CALLABLE) NOTES DTD 03/03/2015 1.961% 03/03/2020	166764AR1	910,000.00	AA	Aa2	07/25/18	07/27/18	897,924.30	2.81	5,849.23	901,113.42	900,863.60
AMERICAN HONDA FINANCE CORP NOTES DTD 03/13/2015 2.150% 03/13/2020	02665WAU5	455,000.00	A+	A2	07/25/18	07/27/18	449,248.80	2.95	2,934.75	450,741.87	450,304.40
APPLE INC CORP NOTE DTD 05/13/2015 2.000% 05/06/2020	037833BD1	910,000.00	AA+	Aa1	07/25/18	07/27/18	898,224.60	2.75	2,426.67	901,026.90	901,388.67
Security Type Sub-Total		4,535,000.00					4,510,267.10	2.78	35,458.03	4,516,864.06	4,514,289.06
Commercial Paper											
DEXIA CREDIT LOCAL SA NY COMM PAPER DTD 07/25/2018 0.000% 04/15/2019	25214PK44	1,390,000.00	A-1+	P-1	07/25/18	07/26/18	1,364,105.46	2.60	0.00	1,379,760.33	1,379,134.37
TOYOTA MOTOR CREDIT CORP COMM PAPER DTD 07/19/2018 0.000% 04/15/2019	89233HRF3	1,630,000.00	A-1+	P-1	07/25/18	07/26/18	1,599,515.38	2.61	0.00	1,617,945.24	1,616,712.24
Security Type Sub-Total		3,020,000.00					2,963,620.84	2.60	0.00	2,997,705.57	2,995,846.61
Certificate of Deposit											
AUST & NZ BANKING GRP NY CERT DEPOS DTD 07/06/2018 2.350% 01/10/2019	05252WPJ6	2,000,000.00	A-1+	P-1	08/01/18	08/02/18	1,999,963.34	2.34	23,369.44	1,999,997.96	1,999,626.76
NORDEA BK AB (PUBL)/NY CERT DEPOS DTD 07/27/2018 2.400% 01/28/2019	65590AA30	2,260,000.00	A-1+	P-1	07/27/18	07/27/18	2,260,000.00	2.40	23,805.33	2,260,000.00	2,259,469.01
ROYAL BANK OF CANADA CERT DEPOS DTD 07/30/2018 2.420% 01/30/2019	78012UFP5	1,000,000.00	A-1+	P-1	08/03/18	08/06/18	999,945.86	2.42	10,419.44	999,991.13	999,476.17



Managed Account Detail of Securities Held

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Project Fund - 7023-001 - (12517708)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
COOPERATIEVE RABOBANK U.A. CERT DEPOS DTD 10/03/2017 1.780% 04/03/2019	21684B3H5	380,000.00	A-1	P-1	07/30/18	07/31/18	377,763.00	2.63	1,653.42	379,163.40	377,623.69
CANADIAN IMP BK COMM NY CERT DEPOS DTD 07/26/2018 2.640% 07/24/2019	13606BZU3	2,260,000.00	A-1	P-1	07/25/18	07/26/18	2,260,000.00	2.64	26,351.60	2,260,000.00	2,229,572.65
TORONTO DOMINION BANK NY CERT DEPOS DTD 07/26/2018 2.630% 07/25/2019	89113X7H1	2,260,000.00	A-1+	P-1	07/25/18	07/26/18	2,260,000.00	2.63	26,251.78	2,260,000.00	2,229,671.68
Security Type Sub-Total		10,160,000.00					10,157,672.20	2.50	111,851.01	10,159,152.49	10,095,439.96
Managed Account Sub-Total		27,610,000.00					27,436,673.18	2.55	176,916.69	27,507,682.61	27,439,399.18
Money Market Mutual Fund											
CAMP Pool		10,044,348.84	AAA	NR			10,044,348.84		0.00	10,044,348.84	10,044,348.84
Money Market Sub-Total		10,044,348.84					10,044,348.84		0.00	10,044,348.84	10,044,348.84
Securities Sub-Total		\$37,654,348.84					\$37,481,022.02	2.55%	\$176,916.69	\$37,552,031.45	\$37,483,748.02
Accrued Interest											\$176,916.69
Total Investments											\$37,660,664.71



Managed Account Fair Market Value & Analytics

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Project Fund - 7023-001 - (12517708)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 03/31/2017 1.250% 03/31/2019	912828W97	3,225,000.00	CITIGRP		99.71	3,215,792.63	12,964.50	(1,069.60)	0.25	0.25	2.40
US TREASURY NOTES DTD 05/15/2009 3.125% 05/15/2019	912828KQ2	1,830,000.00	NOMURA		100.22	1,834,075.41	(6,289.82)	(949.93)	0.37	0.37	2.51
US TREASURY NOTES DTD 10/31/2014 1.500% 10/31/2019	912828F62	650,000.00	NOMURA		99.07	643,931.60	2,158.16	(653.20)	0.82	0.82	2.64
US TREASURY NOTES DTD 12/31/2012 1.125% 12/31/2019	912828UF5	760,000.00	JEFFERIE		98.53	748,807.48	4,096.54	(469.40)	0.98	0.98	2.63
US TREASURY N/B NOTES DTD 01/31/2018 2.000% 01/31/2020	9128283S7	820,000.00	GOLDMAN		99.35	814,651.14	1,633.95	(335.56)	1.06	1.06	2.61
US TREASURY NOTES DTD 05/31/2013 1.375% 05/31/2020	912828VF4	1,150,000.00	GOLDMAN		98.39	1,131,447.05	7,636.50	1,568.54	1.39	1.39	2.54
US TREASURY NOTES DTD 06/30/2015 1.625% 06/30/2020	912828XH8	1,060,000.00	JPM_CHAS		98.65	1,045,673.04	5,837.88	1,404.44	1.47	1.47	2.55
Security Type Sub-Total		9,495,000.00				9,434,378.35	28,037.71	(504.71)	0.71	0.71	2.51
Federal Agency Bond / Note											
FHLMC NOTES DTD 04/19/2018 2.500% 04/23/2020	3137EAEM7	400,000.00	TD		99.86	399,445.20	672.80	367.77	1.28	1.28	2.61
Security Type Sub-Total		400,000.00				399,445.20	672.80	367.77	1.28	1.28	2.61
Corporate Note											
HONEYWELL INTERNATIONAL CORP NOTES DTD 10/31/2016 1.400% 10/30/2019	438516BJ4	215,000.00	BNP_PARI		98.74	212,287.35	783.25	(395.66)	0.82	0.82	2.94
HONEYWELL INTERNATIONAL CORP NOTES DTD 10/31/2016 1.400% 10/30/2019	438516BJ4	240,000.00	MKTX		98.74	236,971.92	879.12	(438.48)	0.82	0.82	2.94
CATERPILLAR FINL SERVICE CORPORATE BOND DTD 11/29/2017 2.000% 11/29/2019	14913Q2F5	455,000.00	CSFB		99.28	451,725.82	916.37	(412.27)	0.89	0.89	2.80



Managed Account Fair Market Value & Analytics

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Project Fund - 7023-001 - (12517708)

Security Type/Description				Next Call	Market	Market	Unreal G/L	Unreal G/L	Effective	Duration	YTM
Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Date	Price	Value	On Cost	Amort Cost	Duration	to Worst	at Mkt
Corporate Note											
PEPSICO, INC NOTES DTD 01/14/2010 4.500% 01/15/2020	713448BN7	440,000.00	BONY		101.82	447,989.08	(3,455.32)	(164.25)	0.99	0.99	2.71
CISCO SYSTEMS INC CORP NOTE DTD 11/17/2009 4.450% 01/15/2020	17275RAH5	455,000.00	MKTX		101.55	462,062.97	(3,665.93)	(638.91)	0.99	0.99	2.92
NATIONAL RURAL UTIL COOP CORP NOTES DTD 01/27/2015 2.000% 01/27/2020	637432NC5	455,000.00	GOLDMAN		99.05	450,695.25	1,405.50	(199.91)	1.04	1.04	2.90
CHEVRON CORP (CALLABLE) NOTES DTD 03/03/2015 1.961% 03/03/2020	166764AR1	910,000.00	MORGAN_S	02/03/20	99.00	900,863.60	2,939.30	(249.82)	1.12	1.14	2.84
AMERICAN HONDA FINANCE CORP NOTES DTD 03/13/2015 2.150% 03/13/2020	02665WAU5	455,000.00	MORGAN_S		98.97	450,304.40	1,055.60	(437.47)	1.17	1.17	3.03
APPLE INC CORP NOTE DTD 05/13/2015 2.000% 05/06/2020	037833BD1	910,000.00	MORGAN_S		99.05	901,388.67	3,164.07	361.77	1.31	1.31	2.72
Security Type Sub-Total		4,535,000.00				4,514,289.06	4,021.96	(2,575.00)	1.08	1.08	2.84
Commercial Paper											
DEXIA CREDIT LOCAL SA NY COMM PAPER DTD 07/25/2018 0.000% 04/15/2019	25214PK44	1,390,000.00	DEXIA		99.22	1,379,134.37	15,028.91	(625.96)	0.28	0.28	2.70
TOYOTA MOTOR CREDIT CORP COMM PAPER DTD 07/19/2018 0.000% 04/15/2019	89233HRF3	1,630,000.00	TOYOTA		99.18	1,616,712.24	17,196.86	(1,233.00)	0.28	0.28	2.82
Security Type Sub-Total		3,020,000.00				2,995,846.61	32,225.77	(1,858.96)	0.28	0.28	2.76
Certificate of Deposit											
AUST & NZ BANKING GRP NY CERT DEPOS DTD 07/06/2018 2.350% 01/10/2019	05252WPJ6	2,000,000.00	JPM_CHAS		99.98	1,999,626.76	(336.58)	(371.20)	0.03	0.03	2.63
NORDEA BK AB (PUBL)/NY CERT DEPOS DTD 07/27/2018 2.400% 01/28/2019	65590AA30	2,260,000.00	MERRILL		99.98	2,259,469.01	(530.99)	(530.99)	0.07	0.07	2.67
ROYAL BANK OF CANADA CERT DEPOS DTD 07/30/2018 2.420% 01/30/2019	78012UFP5	1,000,000.00	RBC		99.95	999,476.17	(469.69)	(514.96)	0.08	0.08	2.68
COOPERATIEVE RABOBANK U.A. CERT DEPOS DTD 10/03/2017 1.780% 04/03/2019	21684B3H5	380,000.00	MERRILL		99.37	377,623.69	(139.31)	(1,539.71)	0.25	0.25	2.86



Managed Account Fair Market Value & Analytics

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Project Fund - 7023-001 - (12517708)

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
Certificate of Deposit												
CANADIAN IMP BK COMM NY CERT DEPOS DTD 07/26/2018 2.640% 07/24/2019		13606BZU3	2,260,000.00	CIBC		98.65	2,229,572.65	(30,427.35)	(30,427.35)	0.55	0.55	3.00
TORONTO DOMINION BANK NY CERT DEPOS DTD 07/26/2018 2.630% 07/25/2019		89113X7H1	2,260,000.00	TD		98.66	2,229,671.68	(30,328.32)	(30,328.32)	0.56	0.56	3.00
Security Type Sub-Total			10,160,000.00				10,095,439.96	(62,232.24)	(63,712.53)	0.28	0.28	2.82
Managed Account Sub-Total			27,610,000.00				27,439,399.18	2,726.00	(68,283.43)	0.58	0.58	2.71
Money Market Mutual Fund												
CAMP Pool			10,044,348.84			1.00	10,044,348.84	0.00	0.00	0.00	0.00	
Money Market Sub-Total			10,044,348.84				10,044,348.84	0.00	0.00	0.00	0.00	
Securities Sub-Total			\$37,654,348.84				\$37,483,748.02	\$2,726.00	(\$68,283.43)	0.58	0.58	2.71%
Accrued Interest							\$176,916.69					
Total Investments							\$37,660,664.71					



Managed Account Security Transactions & Interest

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Project Fund - 7023-001 - (12517708)

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
12/31/18	12/31/18	US TREASURY NOTES DTD 12/31/2012 1.125% 12/31/2019	912828UF5	760,000.00	0.00	4,275.00	4,275.00			
12/31/18	12/31/18	US TREASURY NOTES DTD 06/30/2015 1.625% 06/30/2020	912828XH8	1,060,000.00	0.00	8,612.50	8,612.50			
Transaction Type Sub-Total				1,820,000.00	0.00	12,887.50	12,887.50			
MATURITY										
12/03/18	12/03/18	BNP PARIBAS NY BRANCH CERT DEPOS DTD 08/01/2018 2.330% 12/03/2018	05582W6S8	1,390,000.00	1,390,000.00	11,155.52	1,401,155.52	0.00	0.00	
12/24/18	12/24/18	TOYOTA MOTOR CREDIT CORP COMM PAPER DTD 07/25/2018 0.000% 12/24/2018	89233HMO4	600,000.00	600,000.00	0.00	600,000.00	5,964.50	0.00	
12/28/18	12/28/18	CREDIT AGRICOLE CIB NY CERT DEPOS DTD 07/30/2018 2.360% 12/28/2018	22534H6H9	1,350,000.00	1,350,000.00	13,363.50	1,363,363.50	0.00	0.00	
Transaction Type Sub-Total				3,340,000.00	3,340,000.00	24,519.02	3,364,519.02	5,964.50	0.00	
Managed Account Sub-Total					3,340,000.00	37,406.52	3,377,406.52	5,964.50	0.00	
Total Security Transactions					\$3,340,000.00	\$37,406.52	\$3,377,406.52	\$5,964.50	\$0.00	



Account Statement

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Project Fund - 7023-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					6,720,419.66
12/03/18	12/03/18	Purchase - Principal 05582W6S8	1.00	1,401,155.52	8,121,575.18
12/04/18	12/04/18	Transfer to 7023-002	1.00	(18,200.76)	8,103,374.42
12/04/18	12/04/18	Transfer to 7023-002	1.00	(50,150.00)	8,053,224.42
12/24/18	12/24/18	Purchase - Principal 89233HMQ4	1.00	600,000.00	8,653,224.42
12/26/18	12/26/18	IP Fees November 2018	1.00	(2,408.88)	8,650,815.54
12/26/18	12/26/18	U.S. Bank Fees October 2018	1.00	(117.06)	8,650,698.48
12/28/18	12/28/18	Purchase - Principal 22534H6H9	1.00	1,363,363.50	10,014,061.98
12/31/18	12/31/18	Purchase - Interest 912828UF5	1.00	4,275.00	10,018,336.98
12/31/18	12/31/18	Purchase - Interest 912828XH8	1.00	8,612.50	10,026,949.48
12/31/18	01/02/19	Accrual Income Div Reinvestment - Distributions	1.00	17,399.36	10,044,348.84



Account Statement

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Project Fund - 7023-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
Closing Balance					10,044,348.84
		Month of December	Fiscal YTD July-December		
Opening Balance		6,720,419.66	45,526,850.13	Closing Balance	10,044,348.84
Purchases		3,394,805.88	3,675,113.71	Average Monthly Balance	8,300,686.56
Redemptions (Excl. Checks)		(70,876.70)	(39,157,615.00)	Monthly Distribution Yield	2.46%
Check Disbursements		0.00	0.00		
Closing Balance		10,044,348.84	10,044,348.84		
Cash Dividends and Income		17,399.36	188,834.03		



Account Statement - Transaction Summary

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Capitalized Intere - 7023-002

CAMP Pool	
Opening Market Value	489,256.33
Purchases	69,503.83
Redemptions	(292.23)
Unsettled Trades	0.00
Change in Value	0.00

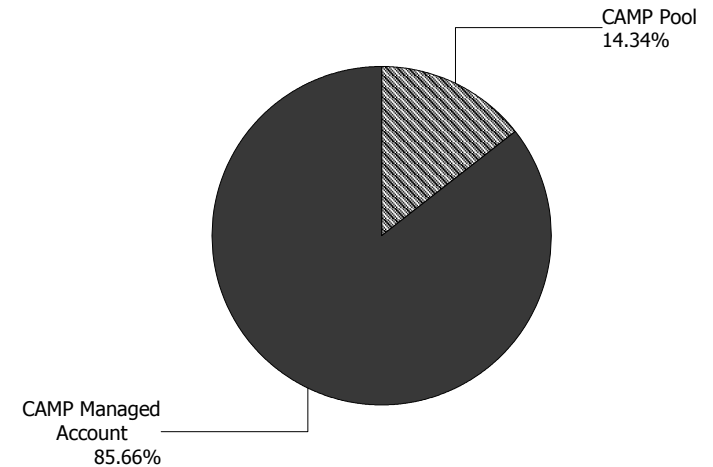
Closing Market Value	\$558,467.93
Cash Dividends and Income	1,153.07

CAMP Managed Account	
Opening Market Value	3,329,051.64
Purchases	0.00
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	8,024.81

Closing Market Value	\$3,337,076.45
Cash Dividends and Income	0.00

Asset Summary		
	December 31, 2018	November 30, 2018
CAMP Pool	558,467.93	489,256.33
CAMP Managed Account	3,337,076.45	3,329,051.64
Total	\$3,895,544.38	\$3,818,307.97

Asset Allocation	
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Managed Account Summary Statement

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Capitalized Intere - 7023-002 - (12517707)

Transaction Summary - Money Market		Transaction Summary - Managed Account		Account Total	
Opening Market Value	\$489,256.33	Opening Market Value	\$3,329,051.64	Opening Market Value	\$3,818,307.97
Purchases	69,503.83	Maturities/Calls	0.00		
Redemptions	(292.23)	Principal Dispositions	0.00		
		Principal Acquisitions	0.00		
		Unsettled Trades	0.00		
		Change in Current Value	8,024.81		
Closing Market Value	\$558,467.93	Closing Market Value	\$3,337,076.45	Closing Market Value	\$3,895,544.38
Dividend	1,153.07				

Earnings Reconciliation (Cash Basis) - Managed Account		Cash Balance	
Interest/Dividends/Coupons Received	0.00	Closing Cash Balance	\$0.00
Less Purchased Interest Related to Interest/Coupons	0.00		
Plus Net Realized Gains/Losses	0.00		
Total Cash Basis Earnings	\$0.00		

Earnings Reconciliation (Accrual Basis)		Managed Account		Total		Cash Transactions Summary- Managed Account	
Ending Amortized Value of Securities	3,337,492.36	3,337,492.36	3,895,960.29	Maturities/Calls	0.00		
Ending Accrued Interest	5,624.79	5,624.79	5,624.79	Sale Proceeds	0.00		
Plus Proceeds from Sales	0.00	0.00	292.23	Coupon/Interest/Dividend Income	0.00		
Plus Proceeds of Maturities/Calls/Principal Payments	0.00	0.00	0.00	Principal Payments	0.00		
Plus Coupons/Dividends Received	0.00	0.00	0.00	Security Purchases	0.00		
Less Cost of New Purchases	0.00	0.00	(69,503.83)	Net Cash Contribution	0.00		
Less Beginning Amortized Value of Securities	(3,335,768.47)	(3,335,768.47)	(3,825,024.80)	Reconciling Transactions	0.00		
Less Beginning Accrued Interest	(335.12)	(335.12)	(335.12)				
Dividends	0.00	0.00	1,153.07				
Total Accrual Basis Earnings	\$7,013.56	\$7,013.56	\$8,166.63				



Portfolio Summary and Statistics

For the Month Ending **December 31, 2018**

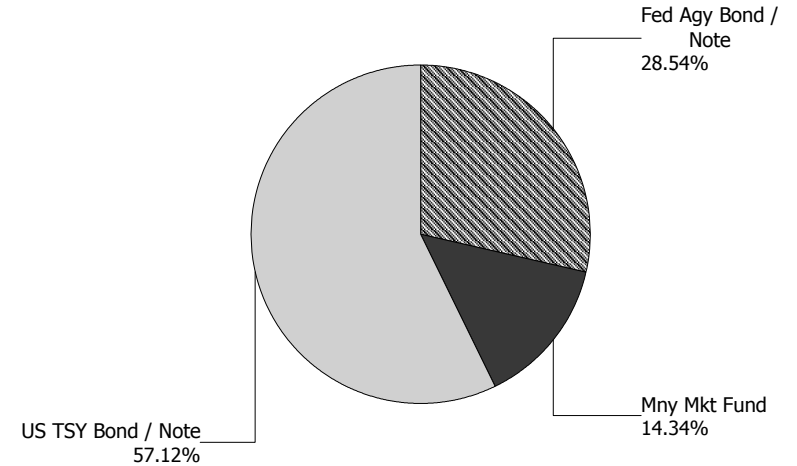
City of San Rafael - Lease Revenue Bonds Series 2018 Capitalized Intere - 7023-002 - (12517707)

Account Summary

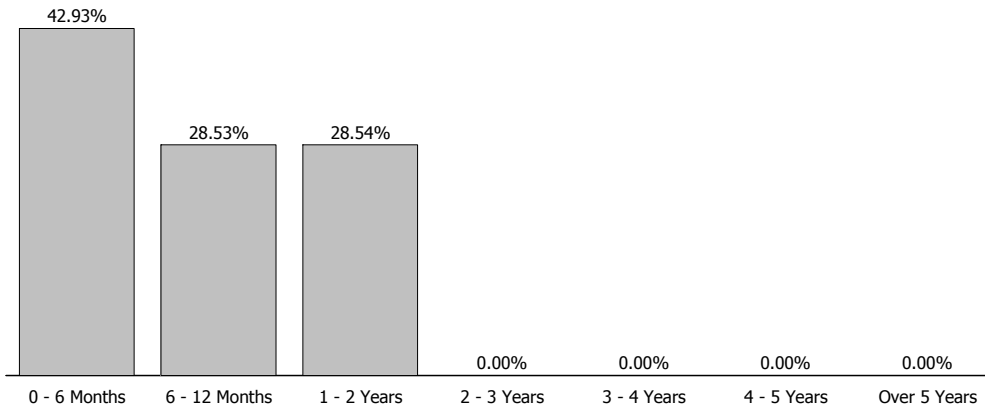
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	2,240,000.00	2,225,474.72	57.12
Federal Agency Bond / Note	1,110,000.00	1,111,601.73	28.54
Managed Account Sub-Total	3,350,000.00	3,337,076.45	85.66%
Accrued Interest		5,624.79	
Total Portfolio	3,350,000.00	3,342,701.24	
CAMP Pool	558,467.93	558,467.93	14.34
Total Investments	3,908,467.93	3,901,169.17	100.00%

Unsettled Trades 0.00 0.00

Sector Allocation



Maturity Distribution



Characteristics

Yield to Maturity at Cost	2.49%
Yield to Maturity at Market	2.55%
Duration to Worst	0.89
Weighted Average Days to Maturity	333



Managed Account Issuer Summary

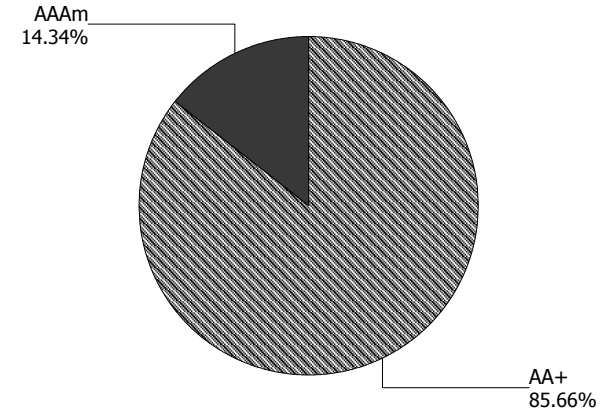
For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Capitalized Intere - 7023-002 - (12517707)

Issuer Summary

Issuer	Market Value of Holdings	Percent
CAMP Pool	558,467.93	14.34
FEDERAL HOME LOAN BANKS	1,111,601.73	28.54
UNITED STATES TREASURY	2,225,474.72	57.12
Total	\$3,895,544.38	100.00%

Credit Quality (S&P Ratings)





Managed Account Detail of Securities Held

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Capitalized Intere - 7023-002 - (12517707)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 05/31/2017 1.250% 05/31/2019	912828XS4	1,120,000.00	AA+	Aaa	07/11/18	07/12/18	1,109,456.25	2.33	1,230.77	1,115,073.28	1,114,268.96
US TREASURY NOTES DTD 11/30/2017 1.750% 11/30/2019	9128283H1	1,120,000.00	AA+	Aaa	07/11/18	07/12/18	1,108,493.75	2.51	1,723.08	1,112,390.22	1,111,205.76
Security Type Sub-Total		2,240,000.00					2,217,950.00	2.42	2,953.85	2,227,463.50	2,225,474.72
Federal Agency Bond / Note											
FEDERAL HOME LOAN BANKS NOTES DTD 05/21/2018 2.625% 05/28/2020	3130AECJ7	1,110,000.00	AA+	Aaa	07/11/18	07/12/18	1,110,028.86	2.62	2,670.94	1,110,028.86	1,111,601.73
Security Type Sub-Total		1,110,000.00					1,110,028.86	2.62	2,670.94	1,110,028.86	1,111,601.73
Managed Account Sub-Total		3,350,000.00					3,327,978.86	2.49	5,624.79	3,337,492.36	3,337,076.45
Money Market Mutual Fund											
CAMP Pool		558,467.93	AAAm	NR			558,467.93		0.00	558,467.93	558,467.93
Money Market Sub-Total		558,467.93					558,467.93		0.00	558,467.93	558,467.93
Securities Sub-Total		\$3,908,467.93					\$3,886,446.79	2.49%	\$5,624.79	\$3,895,960.29	\$3,895,544.38
Accrued Interest											\$5,624.79
Total Investments											\$3,901,169.17



Managed Account Fair Market Value & Analytics

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Capitalized Intere - 7023-002 - (12517707)

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 05/31/2017 1.250% 05/31/2019	912828XS4	1,120,000.00	JPM_CHAS		99.49	1,114,268.96	4,812.71	(804.32)	0.41	0.41	2.49
US TREASURY NOTES DTD 11/30/2017 1.750% 11/30/2019	9128283H1	1,120,000.00	JPM_CHAS		99.21	1,111,205.76	2,712.01	(1,184.46)	0.90	0.90	2.62
Security Type Sub-Total		2,240,000.00				2,225,474.72	7,524.72	(1,988.78)	0.65	0.65	2.56
Federal Agency Bond / Note											
FEDERAL HOME LOAN BANKS NOTES DTD 05/21/2018 2.625% 05/28/2020	3130AECJ7	1,110,000.00	BARCLAYS		100.14	1,111,601.73	1,572.87	1,572.87	1.37	1.37	2.52
Security Type Sub-Total		1,110,000.00				1,111,601.73	1,572.87	1,572.87	1.37	1.37	2.52
Managed Account Sub-Total		3,350,000.00				3,337,076.45	9,097.59	(415.91)	0.89	0.89	2.55
Money Market Mutual Fund											
CAMP Pool		558,467.93			1.00	558,467.93	0.00	0.00	0.00	0.00	
Money Market Sub-Total		558,467.93				558,467.93	0.00	0.00	0.00	0.00	
Securities Sub-Total		\$3,908,467.93				\$3,895,544.38	\$9,097.59	(\$415.91)	0.89	0.89	2.55%
Accrued Interest						\$5,624.79					
Total Investments						\$3,901,169.17					



Account Statement

For the Month Ending **December 31, 2018**

City of San Rafael - Lease Revenue Bonds Series 2018 Capitalized Intere - 7023-002

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					489,256.33
12/04/18	12/04/18	Transfer from 7023-001	1.00	18,200.76	507,457.09
12/04/18	12/04/18	Transfer from 7023-001	1.00	50,150.00	557,607.09
12/26/18	12/26/18	IP Fees November 2018	1.00	(261.33)	557,345.76
12/26/18	12/26/18	U.S. Bank Fees October 2018	1.00	(30.90)	557,314.86
12/31/18	01/02/19	Accrual Income Div Reinvestment - Distributions	1.00	1,153.07	558,467.93
Closing Balance					558,467.93

	Month of December	Fiscal YTD July-December		
Opening Balance	489,256.33	4,597,184.43	Closing Balance	558,467.93
Purchases	69,503.83	355,115.61	Average Monthly Balance	550,973.14
Redemptions (Excl. Checks)	(292.23)	(4,393,832.11)	Monthly Distribution Yield	2.46%
Check Disbursements	0.00	0.00		
Closing Balance	558,467.93	558,467.93		
Cash Dividends and Income	1,153.07	16,022.34		



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No.: 4.g

Meeting Date: January 22, 2019

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: Bill Guerin
Director of Public Works**

City Manager Approval:

File No.: 01.14.16

TOPIC: FY 2018-19 FLEET VEHICLE PURCHASES: TWO FIRE ENGINES

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE ONE TYPE 1 AND ONE TYPE 6 ENGINE, INCLUDING BUILD-UP AND OUTFITTING, FOR THE FIRE DEPARTMENT FOR A NOT TO EXCEED AMOUNT OF \$900,000.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to purchase one Type 1 and one Type 6 engine, including build-up and outfitting, for the Fire Department, for a not-to-exceed amount of \$900,000.

BACKGROUND: The City of San Rafael's vehicle fleet consists of 185 vehicles. This includes passenger cars and trucks, as well as the City's specialty vehicles supporting the Fire Department, Police Department, Public Works, and others. In addition to the street-legal vehicles maintained in the City fleet, the Public Works Vehicle Maintenance and Replacement Program maintains 66 heavy equipment vehicles, including a backhoe, paint striper, tractors, and street sweepers. Most City vehicles are utilized by public safety (Police and Fire), followed by Public Works.

The Department of Public Works annually proposes a list of vehicles that are recommended for replacement during that fiscal year. The City's Fleet Management Policy and Procedures (Attachment 5) outlines the role of the Fleet Manager and various policies around replacement and repairs (including a commitment to purchase "green" (e.g. hybrid or electric vehicles) whenever possible). In addition, the Policy and Procedures document suggests a useable life for fleet vehicles by type. Although the usable life schedule outlined in the Fleet Policy and Procedures serves as a guide for estimating when replacement should occur, vehicles are not necessarily replaced in the number of years dictated by this schedule. The decision to replace a vehicle or other piece of equipment is based on its safety, mechanical condition, repair history and cost, the department's operational needs, and available finances. This results in some vehicle replacements made well after a vehicle's original anticipated replacement date, and at times vehicles may also be recommended for replacement before their scheduled replacement date.

The annual budget for vehicle replacement is set in the Vehicle Replacement Fund (Fund no. 600). On average, \$1.2 million in revenue from the City's General Fund are deposited into the

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

Vehicle Equipment Replacement Fund annually for the purpose of the purchase of new vehicles and equipment. Since Fiscal Year 2015-16, the following fleet purchases have been approved by the City Council:

Council Meeting Date	Vehicles/Equipment Purchased
<u>March 7, 2016</u>	2 Fire pumper Engines
<u>October 3, 2016</u>	6 Police Patrol Units 7 Public Works vehicles and equipment 1 Parking Services van
<u>June 5, 2017</u>	3 Fire Command Vehicles 3 Public Works Equipment Vehicles (Backhoe, Sweeper, Vacuum Truck) 1 Parking Enforcement vehicle
<u>October 2, 2017</u>	2 Fire Ambulances
<u>December 18, 2017</u>	3 Public Works Commercial Work Trucks 1 Public Works Utility Truck 1 Police Department Utility Truck 1 Parking Services Utility Truck 1 Fire Department Ambulance
<u>September 17, 2018</u>	3 Police Patrol Units 1 Police Investigation Vehicle 1 Fire Utility Truck
<i>January 22, 2019 (proposed)</i>	<i>2 Fire pumper engines (One Type 1 Engine, One Type 6 Engine)</i>

ANALYSIS: At this time the Public Works and Fire Department are recommending going forward with the purchase of two fire engines: one Type 1 engine (replacing type 1 engine #97-03) and one Type 6 engine (replacing type 1 engine #104-02), both of which have passed their 15-year life as recommended on the replacement schedule in the Fleet Management Policy and Procedures. The current San Rafael Fire engine fleet consists of 6 front line engines and 3 reserve engines.

Front line engines

- Station 51: #108-13 KME Fire Engine (2013)
- Station 52: #111-13 KME Fire Engine (2013)
- Station 54: #104-02 KME Fire Engine (2002) - to be replaced
- Station 55: #97-03 KME Fire Engine (2003) - to be replaced
- Station 56: #35-17 Pierce Engine (2017)
- Station 57: #23-17 Pierce Engine (2017)

Reserve engines:

- Station 51: #OES358 HME Type 1 Engine (2003)
- Station 52: #26-02 KME Fire Engine (2002)
- Station 54: #114-15 Pierce Ladder Truck (2015)
- Station 57: #56-03 KME Fire Engine (2003)
- Station 57: #113-01 KME/Smeal Ladder Truck (2001)

Summary of Proposed Vehicle/Equipment Purchases

Dept	Vehicle to be replaced	Last year replaced	Replace with (Make/Model)	Price	Build up + outfitting	Purchase Strategy
Fire	Type 1 Engine (#97-03)	2003	Pierce Type 1 Engine	\$633,973	\$76,027	HGAC
Fire	Type 1 Engine (#104-02)	2001	Dodge Type 6 Engine	\$138,512	\$51,488	State Contract
Total				\$772,485	\$127,515	
				Grand Total	\$900,000	

With the due purchase of a Fire apparatus, the Fire Department takes the opportunity to re-evaluate the deployment and engine types utilized in the current fleet and whether the current fleet is meeting the department's and community's fire prevention and safety needs. In this case, with two Type 1 engines due for replacement, the Fire Department has determined that one of the replacements should be with a full Type 1 engine, but one of the Type 1 engines should be replaced with a more compact and nimbly designed, as well as less expensive, Type 6 engine.

A Type 6 engine is a commercial chassis four-wheel drive pick-up truck outfitted as a firefighting apparatus, with a 300-gallon water tank, fire pump, and necessary equipment. Type 6 engines are designed for quick attack wildland fires, and can be utilized for emergency response on narrow, steep roads in hard to reach areas such as Southern Heights, Upper Fremont, and Sunny Oaks. These vehicles have been very effective in recent fires throughout California that require quick and responsive access. There are also significant cost savings associated with the purchase of a Type 6 engine in place of a Type 1 engine.

A Type 1 engine is a traditional full-size firefighting apparatus engine. Pierce Manufacturing has been the Marin County standard for fire engines since the 1990's and the Department has opted for Pierce engines in the last few rounds of engine purchases, including most recently in 2016, when the Department purchased two Pierce Manufacturing Type 1 engines. Consistency in the fleet is important to build familiarity with the equipment, and Pierce equipment is preferred for its quality, durability and reliability.

The Type 1 Engine will be purchased through a cooperative purchasing agreement through the Houston-Galveston Area Council (HGAC). The lead contracting agency who executed the competitive bidding process relating to this cooperative purchasing agreement is the Public Procurement Authority. The Golden State Fire Apparatus is the vendor that the engine will be purchased directly from. The Type 6 engine will be purchased through the State Contract, negotiated and administered by the State of California General Services Agency. The State Contract is a cooperative purchasing program that local governments (and other government agencies) are able to "piggyback" on with their own purchases. The prices for vehicles and equipment in the statewide contract are awarded to the dealership which bids the lowest price for that make/model. The City's Purchasing Policy allows for the utilization of cooperative purchasing programs:

Cooperative purchasing programs. Purchases of supplies, material, equipment or services and sales of surplus property made under a cooperative purchasing program, such as by utilizing purchasing agreements maintained by the United States government or any agency or division thereof, the State of California,

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 4

County of Marin, or other public agencies, are exempt from the competitive bidding requirements of this chapter. To the extent possible, cooperative purchases joined will be competitively awarded, and documentation as to the advantage of the cooperative purchase will be retained.

(SRMC 2.55.100(e)). After this purchase, the fire department fire apparatus and engine fleet will be in good condition, with four Type 1 engines in reserve with at least 10 years of life left.

FISCAL IMPACT: There are sufficient funds available in the Vehicle Replacement Fund (fund no. 600) for the purchases totaling \$900,000. The following tables summarize the costs associated with each engine:

Type 1 Engine (1)		
Pierce Enforcer Type 1 Engine	Golden State Fire Apparatus	\$633,973
Equipment and Outfitting	Various	\$64,988
Contingency		\$11,039
TOTAL		\$710,000

Type 6 Engine (1)		
Dodge 5500 XLT Cab and Chassis	Dodge	\$72,125
Build up and pump apparatus	Cascade Fire Equipment	\$66,386
Equipment and Outfitting	Various	\$41,405
Contingency		\$10,083
TOTAL		\$190,000

All City departments pay into the Vehicle Replacement Fund each year as an internal service charge. The amount they pay is based on the number and dollar value of vehicles/equipment the Department utilizes and is amortized over the anticipated useful life.

Per the City's Purchasing Policy, all retired City vehicles will be competitively bid and sold at auction or to other agencies. Any income received from the sale of the vehicles will be deposited back into the Vehicle Replacement Fund towards for future vehicle purchases.

OPTIONS:

1. Approve the resolution authorizing the City Manager to purchase one Type 1 engine and one Type 6 engine for a not-to-exceed amount of \$900,000.
2. Direct the Department of Public Works to modify the proposed purchases.
3. Direct the Department of Public Works to withhold the proposed purchases. This option may have additional costs associated with vehicle/equipment rentals if the current vehicles or equipment experience mechanical failure.

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to purchase one Type 1 and one Type 6 engine, including build-up and outfitting, for the Fire Department, for a not-to-exceed amount of \$900,000.

ATTACHMENTS:

1. Resolution
2. HGAC quote – Pierce Enforcer Type 1 Engine
3. State contract quote – Type 6 Engine

4. Cascade Fire Equipment Company Quote – Type 6 Engine Build up and pump body
5. City Fleet Management Policy and Procedures

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO PURCHASE ONE TYPE 1 AND ONE TYPE 6 ENGINE, INCLUDING BUILD-UP AND OUTFITTING, FOR THE FIRE DEPARTMENT FOR A NOT-TO-EXCEED AMOUNT OF \$900,000.

WHEREAS, San Rafael’s various departments operate a fleet of 185 vehicles; and

WHEREAS, the management and replacement of the City’s fleet of vehicles and equipment is governed by the guidelines set forth in San Rafael’s Fleet Management Policies and Procedures document issued September 6, 2012; and

WHEREAS, two existing Type 1 fire engines have reached the end of their useful life and their term set forth on the replacement schedule in the City’s Fleet Management Policies and Procedures, and several are notably costing the City more to repair and maintain than to replace; and

WHEREAS, the said engines serve vital fire prevention functions to City services; and

WHEREAS, the Fire Department and the Department of Public Works is recommending the purchase of two fire engines, one Type 1 Engine and one Type 6 Engine, for the Fire Department; and

WHEREAS, the City Vehicle Maintenance program also purchases, installs, and maintains equipment on City fleet vehicles; and

WHEREAS, there is sufficient fund balance in the City’s Vehicle Replacement Fund (#600); and;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Rafael authorizes the City Manager to execute the purchase of two fire engines for the Fire Departments, as described in the Staff Report submitted to the City Council and incorporated herein, in accordance with the guidelines set forth in San Rafael’s Fleet Management Policies and Procedures, issued on September 6, 2012. Funds shall be appropriated to the Vehicle Replacement budget accordingly in order to support these purchases totaling \$900,000.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Tuesday, the 22nd day of January 2019 by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk



**GOLDEN
STATE**
FIRE APPARATUS

PROPOSAL PREPARED FOR

San Rafael Fire Department
Pierce Manufacturing, Inc.
Enforcer 1500 GPM Pumper
December 17, 2018

SALES CONSULTANT

Daron Wright
Golden State Fire Apparatus, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
209.993.6972 Cell
daron@goldenstatefire.com

PARTS, SERVICE & SUPPORT

Golden State Emergency Vehicle Service, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
parts@goldenstatefire.com

PROPOSAL PREPARED FOR:

San Rafael Fire Department
1039 C Street
San Rafael, CA 94901

Submitted Date:	December 17, 2018
Proposal Number:	81217-18
Expiration Date:	January 31, 2019
Sales Consultant:	Daron Wright

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the SAN RAFAEL FIRE DEPARTMENT, hereinafter called "Customer" and an officer of Golden State Fire Apparatus, Inc., hereinafter called "GSFA", the following fire apparatus and equipment, hereinafter called "Product":

#	Description	Unit Price
A	One (1) Pierce Manufacturing, Enforcer 1500 GPM Pumper	603,066.65
B	Discount For 100% Pre-Payment at Time of Order	(21,449.78)
SUBTOTAL		581,616.87
9.00% State Sales Tax		52,345.52
California Tire Fee		10.50
GRAND TOTAL		633,972.89



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
- 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 **285 to 315 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 **SAN RAFAEL, CALIFORNIA**. Proof of insurance must be demonstrated by the Customer to GSFA prior to transferring of the Product(s).

ACCEPTING THIS PROPOSAL

In the event Customer wishes to purchase the Product described in this Proposal and the attached specifications, then, prior to the expiration date listed on page 2 of this Proposal, Customer shall sign and return this Proposal. Thereafter, GSFA and Customer will endeavor to enter into a purchase agreement incorporating this Proposal and including additional terms (a "Purchase Agreement"). If Customer returns a signed copy of this Proposal alone, GSFA will send Customer its form of Purchase Agreement for Customer's review and signature. **If Customer desires to use its standard form of purchase order as the Purchase Agreement, then Customer should return a signed copy of this Proposal along with a copy of such purchase order. All purchase orders shall be made out to GSFA.** GSFA will review such purchase order and contact the Customer regarding any required revisions. Only upon a full execution of a Purchase Agreement shall GSFA and Customer be obligated to purchase and sell the Product set forth in this Proposal.

TERMS AND CONDITIONS

The following Terms and Conditions are hereby made part of this Proposal:

1. Payment Terms, 100% Pre-Payment at Time of Order – Customer shall pay the amount listed on page one of this Proposal, which includes: (i) the total price for the Product (the "Purchase Price"), (ii) the estimated state sales tax on the Product, and (iii) the California tire fee (together with the Purchase Price and estimated state sales tax, the "Grand Total") within fifteen (15) calendar days from the date on which the Purchase Agreement is fully executed. The proposed delivery timeframe for the Product, which is outlined on page one of this Proposal, shall not begin until full payment of the Grand Total is received. In the event Customer does not pay GSFA the Grand Total in the timeframe set forth in this Section 1, GSFA may, in its sole discretion, cancel the Purchase Agreement entered into between the parties.

2. Multiple Unit Purchase – If the Purchase Price includes pricing for multiple units, the price stated on this Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Purchase Agreement.

3. Stock / Demo Units – If applicable, any stock/demo units, including those identified by this Proposal, are available for sale on an as-is, first-come and first served-basis. Regardless of this Proposal, the first Customer to enter into a Purchase Agreement identifying any such stock/demo units shall obtain said units.

4. Order Changes – The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price prior to final delivery to Customer location.

5. Force Majeure – GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

6. Cancellation/Termination – In the event Customer and GSFA enter into a Purchase Agreement and Customer thereafter cancels or terminates the Purchase Agreement, GSFA will charge a cancellation fee as follows: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of the pre-construction phase of the order process; and (c) 50% of the Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or the manufacturer of the Product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of GSFA.

7. State Sales Tax – Customer shall be responsible for the cost of state sales tax associated with, or attributable to the Product. The taxes owed by Customer for the Product is subject to adjustment for the applicable state sales tax rate in effect when the Product is delivered to the Customer. Therefore, the sales tax will be increased or decreased at the time of delivery if a change in the sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the applicable change in sales tax.

8. Proposal Expiration – After the Expiration Date shown on page one of this Proposal, Customer shall require GSFA's written consent to accept this Proposal.

9. Governing Law – This Proposal is to be governed by and under the laws of the state of California.

Thank you for providing Golden State Fire Apparatus, Inc. with the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options, please contact me.

Sincerely,



Daron Wright
Golden State Fire Apparatus, Inc.

I, _____ authorized representative of **SAN RAFAEL FIRE DEPARTMENT** agrees to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: _____

TITLE: _____ DATE: _____



Proposal Details Report

12/17/2018

Customer: San Rafael FD
Representative Wright, Daron
Requirements Manager:
Description: 1500 GPM Pumper (Ref. Previo
Chassis: Enforcer Chassis
Body: Pumper, Short, Galvanneal, 2nd Gen

Bid Number: 377
Job Number:
Organization: Golden State Fire Apparatus, Inc

OptionCode	Type	Option	ProposalText
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0766611		Boiler Plates, Pumper	
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Golden State Fire Apparatus, Inc. is pleased to submit a proposal to San Rafael Fire Department for a **Pierce® triple combination pumper** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications.

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

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

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

In accordance with the current edition of NFPA 1901 standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment. Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment.

GENERAL DESIGN AND CONSTRUCTION

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

QUALITY AND WORKMANSHIP

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs and American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal. In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to insure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce.

To demonstrate the quality of our products and services, a list of at least 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.

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 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 of the fire department.

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

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

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

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

LIABILITY

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

INSURANCE PROVIDED BY BIDDER

COMMERCIAL GENERAL LIABILITY INSURANCE

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

Each Occurrence \$1,000,000

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

Personal and Advertising Injury \$1,000,000

General Aggregate \$2,000,000

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

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

UMBRELLA/EXCESS LIABILITY INSURANCE

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

Aggregate: \$3,000,000

Each Occurrence: \$3,000,000

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

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

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

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

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

INSURANCE PROVIDED BY MANUFACTURER

PRODUCT LIABILITY INSURANCE

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

Each Occurrence \$1,000,000

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

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

UMBRELLA/EXCESS LIABILITY INSURANCE

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

Each Occurrence: \$25,000,000

Aggregate: \$25,000,000

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

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

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

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

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

0661794	Single Source Compliance	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.
0584456	Manufacture Location, Appleton, Wisconsin	Your apparatus will be manufactured in Appleton, Wisconsin.
0584452	RFP Location: Appleton, Wisconsin	
0588609	Vehicle Destination, US	
0520877	Comparison Report Required	COMPARISON REPORT A report will be provided to allow the Sales Representative to compare the options to a previous job. The report will be provided for job 30272 (01-02).
0610784	Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	NFPA 2016 STANDARDS This unit will comply with the NFPA standards effective January 1, 2016, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions. Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus. All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack. A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating. The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications. An official of the company will designate, in writing, who is qualified to witness and certify test results.
0533347	Pumper/Pumper with Aerial Device Fire Apparatus	
0588611	Vehicle Certification, Pumper	

Agency, Apparatus Certification, Pumper/Tanker, U.L.

NFPA COMPLIANCY

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

VEHICLE INSPECTION PROGRAM CERTIFICATION

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

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

PUMP TEST

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

GENERATOR TEST

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

BREATHING AIR TEST

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

0000000

STF GSFA, Final Insp, ATW Factory, Major Airport, 3 Days and 2 nights

FINAL INSPECTION FACTORY TRIP

A final inspection trip to the manufacturing facility will be provided for two (2) Customer representative(s). The intent of this trip is to ensure that the apparatus is built to specification and to detect any deficiencies that require correction. The final inspection trip will have a duration of three (3) days and two (2) nights and be scheduled at times mutually agreed upon between Golden State Fire Apparatus Ltd (GSFA), and the Customer. Costs for airfare, lodging, meals and ground transportation while at the manufacturers location will be the responsibility of GSFA. Air travel will be from one of the following airports: Sacramento, San Francisco or San Jose. Costs such as Customer ground transportation in California, Customer airport parking, Customer luggage fees and Customer incidentals while traveling to the factory will be the responsibility of the Customer. Flight reservations are non-refundable and in the event of a cancellation after booking, the Customer will be responsible for all costs associated with this cancellation, which may include not only the original ticket cost but also any change or cancellation fees imposed by the airline and/ or travel agency. Flight reservations are also non-transferable.

0620362

Consortium, HGAC

0537375

Unit of Measure, US Gallons

0030006

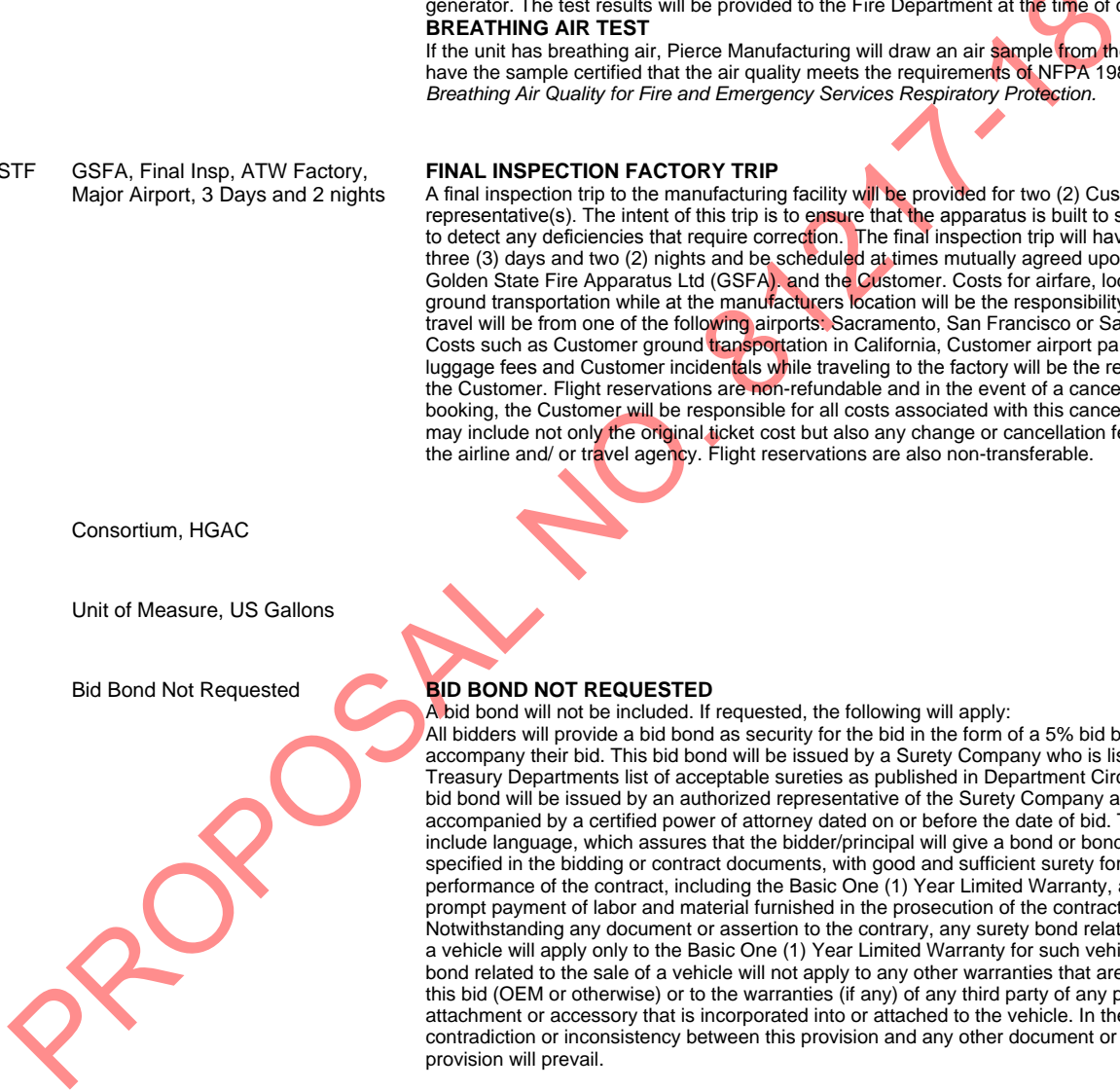
Bid Bond Not Requested

BID BOND NOT REQUESTED

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

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

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



0582697	Performance Bond, 100 Percent w/Warranty Bond, 1 Yr, and Payment Bond	<p>PERFORMANCE BOND, 1 YEAR</p> <p>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 100% 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.</p>
0000007	Approval Drawing	<p>APPROVAL DRAWING</p> <p>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.</p>
0082910	Drawing, Compartment Layout, Standard Pumper Body	<p>DRAWING, COMPARTMENT LAYOUT</p> <p>A basic drawing will be provided for the interior body compartments. This drawing will be provided for graphic representation only and will include such things as shelves, trays, reels, dividers, air control panels, air bottle storage bins, poly boxes & etc.</p>
0672031	Drawing, Cab, Top View, Seating and EMS Cabinets, Reference Only	<p>DRAWING, CAB TOP VIEW</p> <p>On the sales drawing a top view of the cab seating and EMS cabinets will be provided. The top view will be a reference only of the seating and EMS cabinets in the order.</p>
0002928	Electrical Diagrams	<p>ELECTRICAL WIRING DIAGRAMS</p> <p>Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.</p>
0649754	Enforcer Chassis	<p>ENFORCER CHASSIS</p> <p>The Pierce Enforcer™ 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, 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.</p>
0523786	Angle of Approach	<p>ANGLE OF APPROACH</p> <p>The angle of approach will be as much as possible (please show exact on AD) degrees. This will be effective with the truck in a loaded state.</p>
0523787	Angle of Departure	<p>ANGLE OF DEPARTURE</p> <p>The angle of departure will be as much as possible (please show exact on AD) degrees. This will be effective with the truck in a loaded state.</p>
0000110	Wheelbase	<p>WHEELBASE</p> <p>The wheelbase of the vehicle will be 174.50".</p>
0000070	GVW Rating	<p>GVW RATING</p> <p>The gross vehicle weight rating will be 42,000#.</p>
0649713	Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	<p>FRAME</p> <p>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 be heat-treated steel measuring 10.25" x 3.50" x .375". Each rail will have a section modulus of 16.00 cubic inches, yield strength of 120,000 psi, and a resisting bending moment (rbm) of 1,921,069 inch-pounds.</p>

0648354

Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval

FRAME REINFORCEMENT

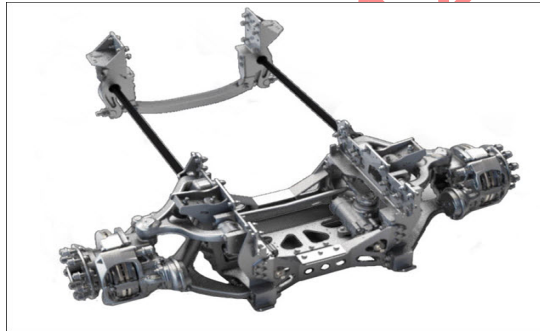
A full-length mainframe "C" liner will be provided. The liner will be an internal "C" design, heat-treated steel measuring 9.38" x 3.13" x 0.25". Each reinforcement member will have a section modulus of 3.90 cubic inches, yield strength of 120,000 psi and resisting bending moment (rbm) of 938,762 in-lb.

0633906

Axle, Front, Oshkosh TAK-4, Non Drive, 18,000 lb, Enforcer

FRONT NON DRIVE AXLE

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 18,000 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 zero 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. 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.



0612512

SP Suspension, Front TAK-4, 18,000 lb, 5" Jounce, Enforcer

FRONT SUSPENSION

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 18,000 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 moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment. Each wheel will have a torsion bar type spring. In addition, each front wheel end will have energy absorbing jounce bumpers to prevent bottoming of the suspension. The suspension design will have at least 10.00" of total wheel travel and a minimum of 5.00" 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 completed durability testing that simulated 140,000 miles of inner city driving.



0087572

Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf

FRONT SHOCK ABSORBERS

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

0000322	Oil Seals, Front Axle	FRONT OIL SEALS Oil seals with viewing window will be provided on the front axle.
0582936	Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply	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.
0019575	Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	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.
0530457	Axle, Rear, Meritor RS23-186, 24,000 lb Saber/Enforcer	REAR AXLE The rear axle will be a Meritor™, Model RS-23-186, with a capacity of 24,000 lb.
0544253	Top Speed of Vehicle, 68 MPH	TOP SPEED OF VEHICLE A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph.
0565379	Suspen, Rear, Single Slipper Spring, 24,000 lb, Saber/Enforcer	REAR SUSPENSION The rear suspension will be Standens, semi-elliptical, 3.00" wide x 53.00" long, 12-leaf pack with a ground rating of 24,000 lb. The spring hangers will be castings. The two (2) top leaves will wrap the forward spring hanger pin, and the rear of the spring will be a slipper style end that will ride in a rear slipper hanger. To reduce bending stress due to acceleration and braking, the front eye will be a berlin eye that will place the front spring pin in the horizontal plane within the main leaf. A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.
0000485	Oil Seals, Rear Axle	REAR OIL SEALS Oil seals will be provided on the rear axle(s).
0587216	Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	REAR TIRES Rear tires will be four (4) Goodyear® 12R22.50 radials, 16 ply all season G622 RSD tread, rated for 27,120 lb maximum axle load and 75 mph maximum speed.
0019625	Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single	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.
0568081	Tire Balancing, Counteract Beads	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.
0620570	Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	TIRE PRESSURE MANAGEMENT There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires. The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi. Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.
0057936	Covers, Lug Nut, Chrome	CHROME LUG NUT COVERS Chrome lug nut covers will be supplied on front and rear wheels.
0002045	Mud Flaps, w/logo front & rear	MUD FLAPS Mud flaps with a Pierce logo will be installed behind the front and rear wheels.
0544802	Chocks, Wheel, SAC-44-E, Folding	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.

0544806	Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	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 one (1) forward and one (1) rearward of the left side rear tire.
0010670	ABS Wabco Brake System, Single rear axle	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.
0030185	Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	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.
0000730	Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	The rear brakes will be Meritor™ 16.50" x 7.00" cam operated with automatic slack adjusters. Dust shields will be provided.
0020784	Air Compressor, Brake, Cummins/Wabco 18.7 CFM	BRAKE SYSTEM AIR COMPRESSOR The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.
0644232	Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	BRAKE SYSTEM The brake system will include: Brake treadle valve Heated automatic moisture ejector on air dryer Total air system minimum capacity of 4,272 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 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.
0644228	Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	BRAKE SYSTEM AIR DRYER The air dryer will be a WABCO System Saver 1200 IWT, with internal wet tank, spin-on coalescing filter cartridge and 100 watt heater.
0000790	Brake Lines, Nylon	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.
0544415	Inlet/Outlet, Air, w/Disconnect Fitting, Location	AIR INLET/OUTLET One (1) air inlet/outlet will be installed with the female coupling located DS step well (match previous customer unit, job #28388) Picture in job E folder.. This system will tie into the "wet" tank of the brake system and include a check valve in the inlet line and an 85 psi pressure protection valve in the outlet line. The air outlet will be controlled by a needle valve. A mating male fitting will be provided with the loose equipment. The air inlet will allow a shoreline air hose to be connected to the vehicle. This will allow station air to be supplied to the brake system of the vehicle to insure constant air pressure.
0000860	Outlet, Air, with shut off valve	AIR OUTLET One (1) air outlet will be installed with a female coupling and shut off valve, located on the passenger side pump panel. 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. Female coupling and male fitting will be .25" thread. A mating male fitting will be provided with the loose equipment.

0000810	All Wheel Lock-up	<p>ALL WHEEL LOCK-UP</p> <p>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.</p>
0795472	Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2017, Saber FR/Enforcer	<p>ENGINE</p> <p>The chassis will be powered by an electronically controlled engine as described below:</p> <p>Make: Cummins</p> <p>Model: L9</p> <p>Power: 450 hp at 2100 rpm</p> <p>Torque: 1250 lb-ft at 1400 rpm</p> <p>Governed Speed: 2200 rpm</p> <p>Emissions Level: EPA 2017</p> <p>Fuel: Diesel</p> <p>Cylinders: Six (6)</p> <p>Displacement: 543 cubic inches (8.9L)</p> <p>Starter: Delco 39MT™</p> <p>Fuel Filters: Spin-on style primary filter with water separator and water-in-fuel sensor. Secondary spin-on style filter.</p> <p>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.</p>
0001244	High Idle w/Electronic Engine, Custom	<p>HIGH IDLE</p> <p>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.</p> <p>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."</p>
0678027	Engine Brake, Jacobs Compression Brake, Cummins Engine, with Allison Retarder	<p>ENGINE BRAKE</p> <p>A Jacobs engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.</p> <p>The driver will be able to turn the engine brake system on/off and have high, medium and low setting.</p> <p>The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine.</p> <p>The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.</p> <p>The ABS system will automatically disengage the auxiliary braking device, when required.</p>
0644227	Clutch, Fan, Air Actuated, Saber FR/Enforcer	<p>CLUTCH FAN</p> <p>A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.</p>
0644573	Air Intake, Water & Ember Screen, Saber FR/Enforcer	<p>ENGINE AIR INTAKE</p> <p>The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille.</p> <p>The ember separator is designed to prevent road dirt and recirculating hot air from entering the engine.</p> <p>The ember separator will be easily accessible by tilting the cab.</p>
0794761	Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	<p>EXHAUST SYSTEM</p> <p>The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device, and will be 4.00" in diameter. The exhaust system will include a single module aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipes between the turbo and aftertreatment device to minimize the heat loss to the aftertreatment device. The exhaust will terminate horizontally ahead of the right side rear wheels. A tailpipe diffuser will be provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.</p>

0636399	Diffuser, Exhaust, Modified For Extraction, 4"x6"x4", Flush With Rub Rail, Chrome	<p>EXHAUST MODIFICATION</p> <p>The exhaust pipe will be 90 degrees to the body. The diffuser will be reduced to 4.00" in the center to accommodate the fire department's air recovery system. The 4.00" 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 4.00" 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. The diffuser and extension pipe will be chrome.</p>
0788765	Radiator, Saber FR/Enforcer	<p>RADIATOR</p> <p>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 radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes. The radiator core will have a minimum front area of 1060 square inches. Supply tank will be made of heavy duty glass-reinforced nylon and the return tank will be made of aluminum. Both tanks will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability. The radiator will be compatible with commercial antifreeze solutions. The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain. The radiator will include a de-aeration/expansion 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. Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.</p>
0001090	Cooling Hoses, Rubber	<p>COOLANT LINES</p> <p>Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing. Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose. ♦</p>
0011126	Fuel Tank, 65 Gallon, Right Side Fill	<p>FUEL TANK</p> <p>A 65 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12 gauge, hot rolled steel. It is 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 draining. A fill inlet will be located on the 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 installed from tank top to just below fuel fill inlet. The fuel tank will meet all FHWA 393.67 requirements, including a fill capacity of 95 percent of tank volume.</p>
0001129	Lines, Fuel	All fuel lines will be provided as recommended by the engine manufacturer.
0618791	DEF Tank, 4.5 Gallon, DS Fill, Forward of Axle, Common Air Bottle Door	<p>DIESEL EXHAUST FLUID TANK</p> <p>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.</p>
0552777	Fuel Pump for Repriming	<p>AUXILIARY FUEL PUMP</p> <p>An auxiliary electric fuel pump will be added to the fuel line for priming the engine. A switch located on the cab instrument panel will be provided to operate the pump.</p>
0552567	Shutoff Valve, Fuel Line @ Fuel Tank	<p>FUEL SHUTOFF</p> <p>A shutoff valve will be installed in the fuel line, at the fuel tank.</p>
0699437	Cooler, Chassis Fuel, Not Req'd.	

0642577	Trans, Allison 5th Gen, 3000 EVS PR, w/Prognostics, Imp/Vel/Dash CF/SFR/Enf	<p>TRANSMISSION</p> <p>An Allison 5th generation, model EVS 3000PR, electronic torque converting automatic transmission with retarder will be provided.</p> <p>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.</p> <p>Two (2) PTO openings will be located on both sides of converter housing (positions 4 o'clock and 8 o'clock) as viewed from the rear.</p> <p>A transmission temperature gauge with red light and audible alarm will be installed on the cab instrument panel.</p> <p>The transmission retarder control will be activated 33 percent by release of the accelerator pedal or 66 percent by slight application of the brake pedal, or 100 percent by heavy application of brake pedal. A second on/off switch is provided to activate and deactivate the auto apply portion. The transmission will have the 1300 ft. lb. torque (medium) spring setting for retardation force. The transmission retarder will have a master "on/off" switch on the instrument panel. Also, a red indicator light will be provided to warn that transmission is being overworked.</p> <p>The retarder will be wired to the brake lights so they are energized when the retarder is slowing the vehicle down.</p> <p>The ABS system will automatically disengage the auxiliary braking device when required.</p>
0625329	Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	<p>TRANSMISSION SHIFTER</p> <p>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.</p> <p>The transmission ratio will be:</p> <ul style="list-style-type: none"> 1st 3.49 to 1.00 2nd 1.86 to 1.00 3rd 1.41 to 1.00 4th 1.00 to 1.00 5th 0.75 to 1.00 R 5.03 to 1.00
0797408	Transmission Oil Cooler, Modine, External, w/Modine External Sump	<p>TRANSMISSION COOLER</p> <p>An externally mounted Modine bar plate transmission oil cooler will be provided using engine coolant to control the transmission oil temperature. The internal bar plates will be constructed of stainless steel. The cooler's housing will be constructed of 1020 steel, coated to protect from corrosion. The cooler will be tagged with information including OEM part number, vendor serial number and date / lot code.</p> <p>An externally mounted Modine bar plate transmission oil cooler will be provided using engine coolant to control the transmission retarder oil temperature. The internal bar plates will be constructed of stainless steel. The cooler's housing will be constructed of 1020 steel, coated to protect from corrosion. The cooler will be tagged with information including OEM part number, vendor serial number and date / lot code.</p>
0090176	Mode, Downshift, Aggressive downshift to 3rd, w/engine brake, 5 speed	<p>DOWNSHIFT MODE (w/engine brake)</p> <p>The transmission will be provided with an aggressive downshift mode. This will provide earlier transmission downshifts to 3rd gear, resulting in improved engine braking performance.</p>
0604900	SP Program, Transmission, Not To Shift To Neutral, With Parking Brake	<p>TRANSMISSION PROGRAM</p> <p>The transmission will not shift to neutral when parking brake is set.</p>
0027843	Fluid, 3000 Series Trans, Allison Approved TES-295 Synthetic, IPOS, Custom	<p>TRANSMISSION FLUID</p> <p>The transmission will be provided with TranSynd, or other Allison approved TES-295 heavy duty synthetic transmission fluid.</p>
0001370	Driveline, Spicer 1710	<p>DRIVELINE</p> <p>Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1710 universal joints. The shafts will be dynamically balanced before installation.</p> <p>A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.</p>
0669988	Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	<p>STEERING</p> <p>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.</p> <p>A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.</p>

0605356	Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	<p>STEERING WHEEL The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 4-spoke design.</p>
0559647	Pierce Logo on Horn Button	
0606186	Bumper, Non-Extended, Saber FR/Enforcer	<p>BUMPER A one (1) piece, ten (10) gauge 304-2B polished stainless steel bumper, minimum of 10.00" high, will be attached to the front of the chassis frame. A 9.00" formed steel channel will be mounted directly behind bumper for additional strength.</p> <p>GRAVEL PAN A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face.</p>
0614646	No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	
0061058	Tow Eyes, Below Deck, S/S	<p>TOW EYES Two (2) .75" thick stainless 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 tow eyes will not be painted.</p>

PROPOSAL NO. 8121718

CAB

The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder.

The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.

The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability.

The cab will have an overall height (from the cab roof to the ground) of approximately 99.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The floor to ceiling height inside the crew cab will be 54.50" in the center and outboard positions. The crew cab floor will measure 36.00" from the rear wall to the front of the rear facing seat risers. The medium block engine tunnel, at the rearward highest point (knee level), will measure 51.50" to the rear wall. The big block engine tunnel will measure 41.50" to the rear wall.

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 cab will be a full tilt cab style.

A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

CAB 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 painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

INTERIOR CAB INSULATION

The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

FENDER LINERS

Full circular inner fender liners in the wheel wells will be provided.

PANORAMIC WINDSHIELD

A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The 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 washer will be provided that meet FMVSS and SAE requirements.

The washer reservoir will be able to be filled without raising the cab.



Washer Reservoir Location

0647919

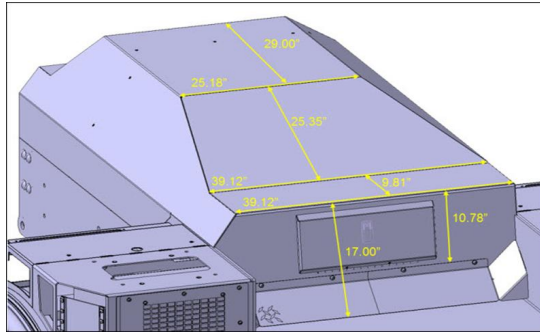
Engine Tunnel, ISL, Saber
FR/Enforcer

ENGINE TUNNEL

Engine hood side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room.

The engine hood will be insulated for protection from heat and sound. The noise insulation keeps the dBA level within the limits stated in the current NFPA 1901 standards.

The engine tunnel will be no higher than 17.00" off the crew cab floor.



0633594

Rear Wall, Interior, Adjustable
Seating

INTERIOR CREW CAB REAR WALL ADJUSTABLE SEATING (PATENT PENDING)

The interior rear wall of the crew cab will have mounting holes every 2.75" to allow for adjustability of the forward facing crew cab seating along the rear wall. Seats will be adjustable with use of simple hand tools allowing departments flexibility of their seating arrangement should their department needs change.



0632103

Rear Wall, Exterior, Cab, Saber
FR/Enforcer

CAB REAR WALL EXTERIOR COVERING

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate that covers the entire rear wall .

0639727

Cab Lift, Elec/Hyd, Manual Override,
Saber FR/Enforcer

CAB LIFT

A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Hydraulic pump will have a manual override for backup in the event of electrical failure.

Lift controls will be located on the right side pump panel or front area of the body in a convenient location.

The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal.

The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position.

The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

Cab Lift Interlock

The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

PROPOSAL

18



- 0695930 Grille, Bright Finished, Front of Cab, Dash CF/Enforcer **GRILLE**
A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab.
- 0002224 Scuffplates, S/S At Cab Door Jamb, 4-Door Cab **DOOR JAMB SCUFFPLATES**
All cab door jamba will be furnished with a polished stainless steel scuffplate, mounted on the striker side of the jamb.
- 0647932 Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer
- 0087357 Molding, Chrome on Side of Cab **SIDE OF CAB MOLDING**
Chrome molding will be provided on both sides of cab.
- 0569263 Mirrors, Retrac, West Coast Style, Remote, w/Remote Convex **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.
- 0648171 Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Level Roof **DOORS**
To enhance entry and egress to the cab, the forward cab door openings will be a minimum of 37.50" wide x 63.37" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 63.37" high.
The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum. 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.
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 handle will be provided on the inside of each front cab door for ease of entry. The bottom cab step at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.



Exterior Door Handle



Interior Door Handle

0655543 Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab

DOOR PANELS

The inner cab door panels will be constructed out of brushed stainless steel.

0630636 Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer

ELECTRIC OPERATED CAB DOOR WINDOWS

All four (4) cab doors will be equipped with electric operated windows with one (1) flush mounted automotive style switch on each door. The driver's door will have four (4) switches, one (1) to control each door window. 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.

0638310 Steps, 4-Door Cab, Saber FR/Enforcer

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 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height.

The vertical surfaces of the step well will be aluminum treadplate.



0770194 Handrail, Exterior, Knurled, Alum, 4-Door Cab

CAB EXTERIOR HANDRAILS

A 1.25" diameter slip-resistant, knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress.

PROPOSAL 18

0634786	Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step 6lts	<p>STEP LIGHTS</p> <p>There shall be six (6) white LED step lights installed for cab and crew cab access steps.</p> <p>One (1) light for the driver's access steps.</p> <p>Two (2) lights for the driver's side crew cab access steps.</p> <p>Two (2) lights for the passenger's side crew cab access steps.</p> <p>One (1) light for the passenger's side access step.</p> <p>In order to ensure exceptional illumination, each light shall 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.</p> <p>The lights shall be activated when the battery switch is on and the adjacent door is opened.</p>
0040475	Crowns, Front Fender, Rubber	<p>FENDER CROWNS</p> <p>Rubber fender crowns will be provided around the cab wheel openings.</p> <p>Crowns will be black.</p>
0042105	No Windows, Side of Crew Cab	
0022260	Roof, Aluminum Treadplate	<p>CAB ROOF COVERING</p> <p>Horizontal cab roof surfaces will be covered with bright aluminum treadplate. The fastening screws and the perimeter between the roof and the bottom of the aluminum treadplate, no more than 1.00" in from the edge of the aluminum treadplate, will be properly caulked to prevent water from leaking under aluminum. Front and side warning lights will not be mounted on top of treadplate. The treadplate will extend and terminate next to the warning lights.</p>
0553057	Holder, Cup, Cab/Crewcab, Each	<p>CUP HOLDER</p> <p>There will be four (4) cup holder(s) provided. Each cup holder will have self-adjusting fingers that automatically grip beverage containers of various sizes. A recess in the cup holder will allow it to hold beverage containers with handles.</p> <p>The cup holder(s) will be located at customer pick-up.</p>
0618351	Glove Box, Front of Officer, Saber FR/Enforcer	<p>GLOVE BOX</p> <p>A glove box with a drop-down door will be installed above the recessed area of the dash panel in front of the officer's position. The glove box will be 31.00" wide at the top and 24.75" at the bottom x 5.50" high x 6.25" deep.</p>
0607217	Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer	<p>MOUNTING PLATE ON ENGINE TUNNEL</p> <p>Equipment installation provisions will be installed on the engine tunnel.</p> <p>A 0.188" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel 1.00" to allow for wire routing below the plate.</p> <p>The mounting surface will be painted to match the cab interior.</p>
0657893	Mounting Plate, 3/16" Aluminum, Cab Interior	<p>MOUNTING PLATE(S)</p> <p>There will be one (1) cover the entire width and height of the compartment 0.188" aluminum mounting plate(s) provided and installed covering the entire forward wall (between the cabinet and officer seat) of the PS rear facing EMS compartment. The mounting surface will be painted to match the cab interior. The plates(s) will be mounted on 1.00" spacer stand-offs.</p>
0797212	Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	<p>CAB INTERIOR</p> <p>The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.</p> <p>The officer side dash will be a flat faced design to provide easy maintenance and will be constructed out of painted aluminum.</p> <p>The instrument cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument cluster.</p> <p>The engine tunnel will be painted aluminum to match the cab interior.</p> <p>For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum.</p> <p>The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on an aluminum sheet and securely fastened to interior cab ceiling.</p> <p>The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs.</p> <p>All wiring will be placed in metal raceways.</p> <p>CAB INTERIOR UPHOLSTERY</p> <p>The cab interior upholstery will be dark silver gray.</p>
0012430	Cab Interior, paint color	<p>CAB INTERIOR PAINT</p> <p>A rich looking interior will be provided by painting all the metal surfaces inside the cab fire smoke gray, vinyl texture paint.</p>

0052100

Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer

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.

0644195

Heater/Defroster, Saber FR/Enforcer

CAB DEFROSTER

To provide maximum defrost and heating performance, a 43,500 BTU heater-defroster unit with 350 CFM of air flow will be provided inside the cab. The defroster unit will be strategically located under the center forward portion of the vacuum formed instrument panel. For easy access, a removable vacuum formed 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) 44,180 BTU auxiliary heaters with 276 CFM (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 a single integral electronic control panel. The heater control panel will allow the driver to control heat flow to the front and rear simultaneously. 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.



PROPOSAL

AIR CONDITIONING

A high performance, customized air conditioning system will be furnished inside the cab and crew cab.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit within 30 minutes at 50 percent relative humidity. 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 radiator mounted condenser with a 59,644 BTU output that meets and exceed the performance specification will be installed.

One (1) evaporator unit will be installed in the center roof with two (2) cores, one (1) for the cab and one (1) for the crew cab. The evaporator unit will have an adequate BTU rating to meet the performance specifications.

Adjustable air outlets will be strategically located on the evaporator cover per the following:

Four (4) will be directed towards the driver's location

Four (4) will be directed towards the officer's location

Seven (7) will be directed towards the 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 a single electronic control panel. For ease of operation, the control panel will include variable adjustment for temperature and fan control and be conveniently located on the dash in clear view of the driver.

Gravity Drain Tubes

Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.



SUN VISORS

There will be two (2) vinyl covered sun visors provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be no retention bracket provided to help secure each sun visor in the stowed position.

GRAB HANDLES

A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The grab handles will be securely mounted to the post area between the door and windshield.



0583938 Lights, Engine Compt, Custom, Auto Sw, W/in 3SC0CDCR, 3" LED, Trim **ENGINE COMPARTMENT LIGHTS**
There will be one (1) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.
These light(s) will be activated automatically when the cab is raised.

0631830 Fluid Check Access, Saber FR/Enforcer, Arrow XT **ACCESS TO ENGINE DIPSTICKS**
For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.
The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.
The door will have a rubber seal for thermal and acoustic insulation. One (1) flush latch will be provided on the access door.



0002501 Map box, 4 bin/30 Deg Slant, Custom Chassis **MAP BOX**
A map box with four (4) bins, open from top, will be installed ship loose and mount at final inspection. The map box will be divided into four (4) bins, each being 12.50" wide x 2.25" high x 12.00" deep. Each bin will slant 30 degrees from horizontal. The map box will be constructed of .125" aluminum and will be painted to match the cab interior.

PROPOSAL NO. 377-18

CAB SAFETY SYSTEM

The cab will be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and will include the following:

A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical subsystems and will record sensory inputs immediately before and during a side roll or frontal impact event.

A slave SRS sensor will be installed in the cab to provide capacity for eight (8) crew cab seating positions.

A fault-indicating light will be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system.

A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt.

A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt.

Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall.

Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event.

Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event.

FRONTAL IMPACT PROTECTION

The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected.

The SRS system will deploy the following components in the event of a frontal or oblique impact event:

Driver side front air bag

Passenger side knee bolster air bag

Air curtains mounted in the outboard bolster of outboard seat backs

Suspension seats will be retracted to the lowest travel position

Seat belts will be pre-tensioned to firmly hold the occupant in place

SIDE ROLL PROTECTION

The SRS system will provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system will analyze the vehicle's angle and rate of roll to determine the optimal activation of the advanced occupant restraints.

The SRS system will deploy the following components in the event of a side roll:

Air curtains mounted in the outboard bolster of outboard seat backs

Suspension seats will be retracted to the lowest travel position

Seat belts will be pre-tensioned to firmly hold the occupant in place

0622619

Seating Capacity, 4 Seats

SEATING CAPACITY

The seating capacity in the cab will be four (4).

0636955

Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer

DRIVER SEAT

A 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 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 driver configurations, the seat will have an adjustable reclining back. The seat back will be a high back style with side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat will include the following features incorporated into the side roll protection system:

Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.

A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt and retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt.

0632924

Seat, Officer, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer

OFFICER SEAT

A seat will be provided in the cab for the passenger. The seat design will be a cam action type with air suspension. The seat back will be a high back style with 9 degree fixed recline angle and side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat will include the following features incorporated into the side roll protection system:

Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.

A suspension seat safety system will be included. When activated, this system will pretension the seat belt and then retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt.

0002517

Not Required, Radio Compartment

0757997	Cabinet, Rear Facing, LS, 23 W x 40.25 H x 26.75 D, Lap, Ext Acc, SFR/Enf	<p>REAR FACING LEFT SIDE EMS CABINET</p> <p>A rear facing cabinet will be provided in the crew cab at the left side outboard position. The cabinet will be 23.00" wide x 40.25" high x 26.75" deep with one (1) lap door hinged on the outboard side, painted to match the cab interior with two (2) non-locking D-ring latches. The interior clear door opening of the cabinet will be 16.00" wide x 37.75" high. The cabinet will also provide access from outside the cab with one (1) double pan door painted to match the cab exterior with a locking D-ring latch with #751 key. A rubber bumper will be provided as a door stop. The door will be located on the side of the cab over the wheelwell. The clear door opening will be 17.25" wide x 33.75" high. The cabinet will include two (2) infinitely adjustable shelves with a 1.25" up-turned lipped to match the cab interior. The cabinet will include no louvers. The exterior access will be provided with a polished stainless steel scuffplate on the lower door frame. The cabinet will be constructed of smooth aluminum and painted to match the cab interior.</p> <p>Cabinet Light</p> <p>There will be one (1) white LED strip light installed on the right side of the interior cabinet door opening and one (1) white LED strip light installed on the left side of the interior cabinet door opening. The lights will be controlled by an automatic door switch.</p>
0102783	Not Required, Seat, Rr Facing C/C, Center	
0757966	Cabinet, Rear Facing, RS, 22 W x 40.25 H x 26.75 D, Lap, Ext Acc, SFR/Enf	<p>REAR FACING RIGHT SIDE CABINET</p> <p>A rear facing cabinet will be provided in the crew cab at the right side outboard position. The cabinet will be 22.00" wide x 40.25" high x 26.75" deep with one (1) lap door hinged on the outboard side, painted to match the cab interior with two (2) non-locking D-ring latches. The clear door opening of the cabinet will be 15.00" wide x 37.25" high. The cabinet will include two (2) infinitely adjustable shelves with a 1.25" up-turned lipped to match the cab interior. The cabinet will include no louvers. The cabinet will also provide access from outside the cab with one (1) double pan door painted to match the cab exterior with a locking D-ring latch with #751 key. A rubber bumper will be provided as a door stop. The exterior clear door opening will be 17.25" wide x 33.75" high. The exterior access will be provided with a polished stainless steel scuffplate on the lower door frame. The cabinet will be constructed of smooth aluminum, and painted to match the cab interior.</p> <p>Cabinet Light</p> <p>There will be one (1) white LED strip light installed on the right side of the interior cabinet door opening and one (1) white LED strip light installed on the left side of the interior cabinet door opening. The lights will be controlled by an automatic door switch.</p>
0108189	Not Required, Seat, Forward Facing C/C, DS Outboard	
0757350	SP Seat, Forward Fcng C/C, Ctr, (2) Pierce PSV, Hi-Back,Foldup,Safety,Riser,SFR/Enf	<p>FORWARD FACING CENTER SEATS</p> <p>There will be two (2) forward facing foldup seats provided at the center position in the crew cab. The seat back will be a high back style with 9 degree fixed recline angle. For optimal comfort, the seats will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control). The seats will include the following feature incorporated into the side roll protection system: A seat safety system will be included. When activated, this system will pretension the seat belts around the occupants to firmly hold them in place in the event of a side roll. The seats will be furnished with a 3-point, shoulder type seat belt.</p> <p>Forward Facing Center Seat Riser</p> <p>A seat riser cabinet will be provided in the center forward facing position. There will be an access door provided on the front of the forward facing seat riser. The door will be hinged with two (2) non-locking, flush lift and turn latches.</p>
0108190	Not Required, Seat, Forward Facing C/C, PS Outboard	
0558255	Trim, Polished S/S Scuffplate, Outer Edges Of Cabinet Door Opening	<p>CABINET TRIM</p> <p>The outer edges of the cabinet door opening will be covered with polished stainless steel. The top, bottom, and sides will be included. There will be two (2) door opening(s) being trimmed DS and PS EMS cabinets.</p>
0617401	Matting, Turtle Tile, No Trim, EMS Compt	<p>MATTING IN EMS COMPARTMENT</p> <p>Vinyl grating will be provided in four (4) EMS compartments, DS and PS . Tile color will be black. The vinyl grating will be 0.50" thick and be cross bonded by 0.25" diameter ribbed sections spaced for aeration. The trim edge will not be installed at the edge of the tile.</p>
0617410	Matting, Turtle Tile, EMS Compt, Shelving, 0.75" Thick	<p>MATTING IN EMS COMPARTMENT</p> <p>Turtle Tile vinyl matting will be provided in two (2) EMS compartment shelves, DS and PS EMS compt. . Tile color will be black.</p>

0042359	Upholstery, Seats In Cab, All Vinyl, CARE	<p>SEAT UPHOLSTERY All seat upholstery will be 46 ounce leather grain black vinyl resistant to oil, grease and mildew. The cab will have four (4) seating positions.</p>
0511471	No SCBA Brackets Required In Cab Seats, Imp/Vel, AXT 2010, Qtm 2010, Dash CF	
0681146	Door, Access, Each Side, Forward Facing Seat Riser	<p>ACCESS DOORS An access door will be provided on both sides of the forward facing seat riser in crew cab. Doors will be constructed out of same material as seat riser with one (1) 1/4 turn flush latch on each door.</p>
0603866	Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	<p>SEAT BELTS All cab and tiller cab (if applicable) seating positions 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 include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that shall provide ease of operation in the normal seating position. The 3-point shoulder type 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. To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that shall activate an alarm indicating a seat is occupied but not buckled.</p>
0602464	Helmet Storage, Provided by Fire Department, NFPA 2016	<p>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.</p>
0647647	Lights, Dome, FRP Dual LED 4 Lts	<p>CAB DOME LIGHTS There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab. The color of the LED's will be red and white. The white LED's will be controlled by the door switches and the lens switch. The color LED's will be controlled by the lens switch. In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.</p>
0626097	Light, Map, Sunnex HS76*-00 Series, Swivel Joint, Clear Lens, Ceiling Mount	<p>MAP LIGHT There will be one (1) Sunnex®, HS76*-00, halogen map light(s) with swivel joint base provided in the cab and located over the front passenger seat, inboard of the provided red / clear push button map light. Each map light will have a rectangular base with an on/off switch. The light(s) will also be provided with no additional accessory. The light switch(es) will be connected directly to the battery switched power.</p>
0555812	Handlts, (2) Streamlight, Fire Vulcan, 44451 C4 LED, Tail lights, 12v, Orange	<p>HAND HELD LIGHT There will be two (2) 12v Streamlight, Fire Vulcan, Model #44451, lights mounted to be mounted in the rear passenger compartment, with wiring.. Each light housing will be orange in color and be provided with a C4 LED and two (2) "ultra bright blue tail light LEDs" The tail light LEDs will have a dual mode of blinking or steady. Vehicle mount with 12VDC direct wire charging rack. Quick release buckle strap will be included.</p>
0622803	Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	<p>CAB INSTRUMENTATION The cab instrument panel will be a molded ABS panel and include gauges, an LCD display, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the 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, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.</p> <p>GAUGES The gauge panel will include the following ten (10) black faced gauges with black bezels to monitor vehicle performance: Voltmeter gauge (volts): Low volts (11.8 VDC) Amber caution indicator on the information center with intermittent alarm Amber caution light on gauge assembly High volts (15.5 VDC)</p>

Amber caution indicator on the information center with intermittent alarm
Amber caution light on gauge assembly
Very low volts (11.3 VDC)
Red warning indicator on the information center with a steady alarm
Amber caution light on gauge assembly
Very high volts (16.0 VDC)
Red warning indicator on the information center with a steady alarm
Amber caution light on gauge assembly
Engine Tachometer (RPM)
Speedometer MPH (Major Scale), KM/H (Minor Scale)
Fuel level gauge (Empty - Full in fractions):
Low fuel (1/8 full)
Amber caution indicator on the information center with intermittent alarm
Amber caution light on gauge assembly
Very low fuel (1/32 full)
Red caution indicator on the information center with steady alarm
Amber caution light on gauge assembly
Engine Oil pressure Gauge (PSI):
Low oil pressure to activate engine warning lights and alarms
Red caution indicator on the information center with steady alarm
Amber caution light on gauge assembly
Front Air Pressure Gauges (PSI):
Low air pressure to activate warning lights and alarm
Red warning indicator on the information center with a steady alarm
Amber caution light on gauge assembly
Rear Air Pressure Gauges (PSI):
Low air pressure to activate warning lights and alarm
Red warning indicator on the information center with a steady alarm
Amber caution light on gauge assembly
Transmission Oil Temperature Gauge (Fahrenheit):
High transmission oil temperature activates warning lights and alarm
Amber caution indicator on the information center with intermittent alarm
Amber caution light on gauge assembly
Engine Coolant Temperature Gauge (Fahrenheit):
High engine temperature activates an engine warning light and alarms
Amber caution indicator on the information center with intermittent alarm
Amber caution light on gauge assembly
Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
Low fluid (1/8 full)
Amber indicator light in gauge dial
All gauges will perform prove out at initial power-up to ensure proper performance.

INDICATOR LAMPS

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

Low coolant
Trac cntl (traction control) (where applicable)
Check engine
Check trans (check transmission)
Aux brake overheat (Auxiliary brake overheat)
Air rest (air restriction)
Caution (triangle symbol)
Water in fuel
DPF (engine diesel particulate filter regeneration)
Trailer ABS (where applicable)
Wait to start (where applicable)
HET (engine high exhaust temperature) (where applicable)
ABS (antilock brake system)
MIL (engine emissions system malfunction indicator lamp) (where applicable)
Side roll fault (where applicable)
Front air bag fault (where applicable)

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

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. 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. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

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.

Hazard switch will be provided on the instrument panel or on the steering column.

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.

High idle engagement switch: A momentary rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. 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.

Emergency switching will be controlled by multiple individual warning light switches for various groups or areas of emergency warning lights. An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

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 lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.

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

Roll sensor diagnostic port

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 the following, 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.

0509511	Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	<p>AIR RESTRICTION INDICATOR</p> <p>A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm shall be provided.</p>
0673123	Light, Do Not Move Apparatus, WIn 3SR00FRR LED	<p>"DO NOT MOVE APPARATUS" INDICATOR</p> <p>A Whelen Model 3SR00FRR flashing red LED indicator light with a Whelen, Model 3FLANGEC chrome surface mount flange located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On".</p> <p>The same circuit that activates the Do Not Move Apparatus indicator will activate a steady tone alarm when the parking brake is released.</p>
0509042	Messages, Open Door/Do Not Move Truck, MUX w/Color Display	<p>DO NOT MOVE TRUCK MESSAGES</p> <p>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):</p> <p>Do Not Move Truck</p> <p>DS Cab Door Open (Driver Side Cab Door Open)</p> <p>PS Cab Door Open (Passenger's Side Cab Door Open)</p> <p>DS Crew Cab Door Open (Driver Side Crew Cab Door Open)</p> <p>PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)</p> <p>DS Body Door Open (Driver Side Body Door Open)</p> <p>PS Body Door Open (Passenger's Side Body Door Open)</p> <p>Rear Body Door Open</p> <p>DS Ladder Rack Down (Driver Side Ladder Rack Down)</p> <p>PS Ladder Rack Down (Passenger Side Ladder Rack Down)</p> <p>Deck Gun Not Stowed</p> <p>Lt Tower Not Stowed (Light Tower Not Stowed)</p> <p>Fold Tank Not Stowed (Fold-A-Tank Not Stowed)</p> <p>Aerial Not Stowed (Aerial Device Not Stowed)</p> <p>Stabilizer Not Stowed</p> <p>Steps Not Stowed</p> <p>Handrail Not Stowed</p> <p>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.</p>
0611683	Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WiFi MUX	<p>SWITCH PANELS</p> <p>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. The built-in switch panels will be located in the lower console or overhead console of the cab.</p> <p>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.</p> <p>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.</p>
0644179	Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	<p>WIPER CONTROL</p> <p>Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls.</p>
0548004	Wiring, Spare, 15 A 12V DC 1st	<p>SPARE CIRCUIT</p> <p>There will be four (4) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features:</p> <p>The positive wire will be connected directly to the battery power</p> <p>The negative wire will be connected to ground</p> <p>Wires will be protected to 15 amps at 12 volts DC</p> <p>Power and ground will terminate officer side dash area, in the center console and in a separate box on the OUTBOARD side of both the DS and PS EMS cabinet inside the cab. USB receptacle will also be located in this separate box each side.</p> <p>Termination will be with 15 amp, power point plug with rubber cover</p> <p>Wires will be sized to 125 percent of the protection</p> <p>The circuit(s) may be load managed when the parking brake is set.</p>

SPARE CIRCUIT

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 20 amps at 12 volts DC
 Power and ground will terminate on top of the rear engine tunnel w/ a 20' loom for customer routing. Location TBD @ final inspection (for customer TIC, gas monitor, 5 portable chargers, MDC)
 Termination will be with a 10-place bus bar with screws and removable cover
 Wires will be sized to 125% of the protection
 This circuit(s) may be load managed when the parking brake is set.

RADIO WITH CD PLAYER

There will be a Panasonic™, AM/FM/Weather Band stereo radio with compact disc player and auxiliary input jack installed.
 The compact disc stereo radio will be mounted within reach of the officer.
 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.

INFORMATION CENTER

An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.
 The information center will have the following specifications:
 Operate in temperatures from -40 to 185 degrees Fahrenheit
 An Optical Gel will be placed between the LCD and protective lens
 Five weather resistant user interface switches
 Grey with black accents
 Sunlight Readable
 Linux operating system
 Minimum of 1000nits rated display
 Display can be changed to an available foreign language
 A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.
 Programmed to read US Customary

GENERAL SCREEN DESIGN

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used. If a caution or warning situation arises the following will occur:
 An amber background/text color will indicate a caution condition
 A red background/text color will indicate a warning condition
 The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
 A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

HOME/TRANSIT SCREEN

This screen will display the following:
 Vehicle Mitigation (if equipped)
 Water Level (if the water level system includes compatible communications to the information center)
 Foam Level (if the foam level system includes compatible communications to the information center)
 Seat Belt Monitoring Screen
 Tire Pressure Monitoring (if equipped)
 Digital Speedometer
 Active Alarms

ON SCENE SCREEN

This screen will display the following and will be auto activated with pump engaged (if equipped):
 Battery Voltage
 Fuel
 Oil Pressure
 Coolant Temperature
 RPM
 Water Level (if equipped)
 Foam Level (if equipped)
 Foam Concentration (if equipped)
 Water Flow Rate (if equipped)
 Water Used (if equipped)
 Active Alarms

VIRTUAL BUTTONS

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

PAGE SCREEN

The page screen will display the following and allow the user to progress into other screens for further functionality:
 Diagnostics
 Faults

Listed by order of occurrence
Allows to sort by system
Interlock
Throttle Interlocks
Pump Interlocks (if equipped)
Aerial Interlocks (if equipped)
PTO Interlocks (if equipped)
Load Manager

A list of items to be load managed will be provided. The list will provide a description of the load. The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.

The screen will indicate if a load has been shed (disabled) or not shed.

"At a glance" color features are utilized on this screen.

Systems

Command Zone

Module type and ID number

Module Version

Input or output number

Circuit number connected to that input or output

Status of the input or output

Power and Constant Current module diagnostic information

Foam (if equipped)

Pressure Controller (if equipped)

Generator Frequency (if equipped)

Live Data

General Truck Data

Maintenance

Engine oil and filter

Transmission oil and filter

Pump oil (if equipped)

Foam (if equipped)

Aerial (if equipped)

Setup

Clock Setup

Date & Time

12 or 24 hour format

Set time and date

Backlight

Daytime

Night time

Sensitivity

Unit Selection

Home Screen

Virtual Button Setup

On Scene Screen Setup

Configure Video Mode

Set Video Contrast

Set Video Color

Set Video Tint

Do Not Move

The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be 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)

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.

0606247	Vehicle Data Recorder w/CZ Display Seat Belt Monitor	<p>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 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</p> <p>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.</p>
0620867	SP Intercom, Sigtronics US-45D-LAC, 4-Pos, 2 Dual Radio D,O,2C	<p>INTERCOM SYSTEM There will be a voice activated intercom system with dual radio interface capability and one (1) push-to-transmit button for each radio, two (2) each at the driver and officer positions. Both radios will be heard at all times. Two (2) crew located at both forward facing seats will have radio listen / intercom only. The following Sigtronics components will be provided: One (1) US-45D-LAC Intercom system Four (4) 800122 Push to transmit buttons in blue boxes Four (4) 800120 Headset jacks in blue boxes All necessary power and station wiring</p>
0022898	Cable, Radio to Intercom Interface, Sigtronics, 2 Radios	<p>RADIO / INTERCOM INTERFACE CABLES The apparatus manufacturer will supply and install two (2) radio interface cables before delivery of the vehicle. The radio equipment to be used by the customer will be: Kenwood , Model TK790 Motorola High Power , Model Astro digital spectra plus W9</p>
0620831	SP Headset, Sigtronics, SE-48-GEL Over The Head, Flex Mic, Standard	<p>HEADSET, OVER THE HEAD There will be four (4) Sigtronics, Model SE-48-GEL, over the head, standard headset(s) provided driver, officer, and 2 crew cab positions. Each headset will feature: Coiled cord with single nickel coated plug Noise cancelling electret microphone with wind muff Flexible microphone boom rotates 180 degrees for left or right dress Gel earseals Volume control 24 dB noise reduction</p>
0681408	Hangers For Headsets, NFPA, Each	<p>HEADSET HANGERS There will be four (4) headset hanger(s) installed driver's seat, officer's seat, driver's side inboard forward facing seat and passenger's side inboard forward facing seat. The hanger(s) will meet NFPA 1901, Section 14.1.11, requirement for equipment mounting.</p>
0616382	Install Customer Provided GPS/Multimode Antenna(s)	<p>GPS / MULTIMODE ANTENNA INSTALLATION There will be one (1) customer supplied GPS / Multimode antenna(s) with stud mount for thick roof material to be installed on the roof. The antenna coax cable(s) will be run per the packing list / instructions provided to the third party installer. Specific shipping requirements will be followed. The GPS / Multimode antenna will be sent to the apparatus manufacturers preferred installer prior to cab fabrication.</p>

0670250	Install Customer Provided Two-Way Radio(s), Enforcer Chassis	<p>TWO WAY RADIO INSTALLATION</p> <p>There will be two (2) customer supplied two way radio(s) sent to the apparatus manufacturers preferred radio installer to be installed per the shipping document. No antenna mount or whip will be included in this option.</p> <p>Specific radio shipping requirements will be followed.</p>
0597940	Install Customer Provided Two-Way Radio Speaker(s)	<p>TWO WAY RADIO SPEAKER INSTALLATION</p> <p>There will be two (2) customer supplied two way radio speakers sent to the apparatus manufacturers preferred third party installer to be installed location TBD as this is a new chassis for the customer.</p> <p>Specific shipping requirements will be followed.</p>
0687904	Antenna Mount, Custom Chassis, Cable Routed to Behind Officer Seat	<p>RADIO ANTENNA MOUNT</p> <p>There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed behind lightbar on DS. VHF antenna behind driver seat. Stub at least 18" inboard from sides of cab on the cab roof with high efficiency, low loss, coaxial cable(s) routed within the cab / crew area to base #1 antenna cable to run down DS of cab on the cab roof with high efficiency, low loss, coaxial cable(s) routed to behind the officer seat. A weatherproof cap will be installed on the mount.</p>
		
0694166	Antenna Mount, Larsen NMOKHFUDTHK, 0-6000MHz	<p>RADIO ANTENNA MOUNT</p> <p>There will be one (1) Larson, model NMOKHFUDTHK, 0-6000MHz NMO style antenna mounting base(s) with weatherproof cap(s) and 17 feet of RG58A/U dual shield coax located on the cab roof DS. The cable(s) will be routed Stub at least 18" inboard from side of cab on the cab roof with RG58A/U dual shield coax routed within the cab / crew area to base #2 antenna cable to run down PS of cab and terminate behind the power dist panel access door front of officer seat.</p>
0653519	Camera, Pierce, Driver Mux, R, RS, LS Cameras	<p>VEHICLE CAMERA SYSTEM</p> <p>There will be a color vehicle camera system provided with the following:</p>
<p>One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.</p> <p>One (1) camera located on the right side of the apparatus, pointing rearward, displayed automatically with the right side turn signal.</p> <p>One (1) camera located on the left side of the apparatus, pointing rearward, displayed automatically with the left side turn signal.</p> <p>The camera images will be displayed on the driver's vehicle information center display. Audio from the microphone on the rear camera will be emitted by an amplified speaker with volume control located behind the driver seat.</p> <p>The following components will be included:</p> <p>One (1) SV-CW134639CAI Camera</p> <p>Two (2) CS134404CI Side cameras</p> <p>One (1) Amplified speaker (if applicable)</p> <p>All necessary cables</p>		
0511071	Guard, 4-Way, Rear Vision Camera	<p>VEHICLE CAMERA GUARD</p> <p>There will be one (1) aluminum treadplate guard(s) fastened over the vehicle camera(s) located at the rear of the body .</p>
0615111	Pierce Command Zone, Advanced Electronics & Control System, Diag LEDs, Enf, WiFi	<p>ELECTRICAL POWER CONTROL SYSTEM</p> <p>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.</p> <p>Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.</p> <p>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</p>

current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

SOLID-STATE CONTROL SYSTEM

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

Green LED indicator light for module power

Red LED indicator light for network communication stability status

Control system self test at activation and continually throughout vehicle operation

No moving parts due to transistor logic

Software logic control for NFPA mandated safety interlocks and indicators

Integrated electrical system load management without additional components

Integrated electrical load sequencing system without additional components

Customized control software to the vehicle's configuration

Factory and field re programmable to accommodate changes to the vehicle's operating parameters

Complete operating and troubleshooting manuals

USB connection to the main control module for advanced troubleshooting

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

Module circuit board will meet SAE J771 specifications

Operating temperature from -40C to +70C

Storage temperature from -40C to +70C

Vibration to 50g

IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)

Operating voltage from eight (8) volts to 16 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

CIRCUIT PROTECTION AND CONTROL DIAGRAM

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

ON-BOARD ADVANCED/VISUAL ELECTRICAL SYSTEM DIAGNOSTICS

The on-board information center will include the following diagnostic information:

Text description of active warning or caution alarms

Simplified warning indicators

Amber caution indication with intermittent alarm

Red warning indication with steady tone alarm

All control system modules, with the exception of the main control module, will contain on-board visual diagnostic LEDs that assist in troubleshooting. The LEDs will be enclosed within the sealed, transparent module housing near the face of the module. One LED for each input or output will be provided and will illuminate whenever the respective input or output is active. Color-coded labels within the modules will encompass the LEDs for ease of identification. The LED indicator lights will provide point of use information for reduced troubleshooting time without the need for an additional computer.

TECH MODULE WITH WIFI

An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will provide an external antenna connection allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone, control and information system.

The data logging capability will record faults from the engine, transmission, ABS and Command Zone, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data logger will provide up to 2 Gigabytes of data storage.

A USB connection will be provided on the Tech Module. It will provide a means to download data logger information and update software in the device.

PROGNOSTICS

A software based vehicle tool will be provided to predict remaining life of the vehicles critical fluid and events.

The system will send automatic indications to the Command Zone, color display and/or wireless enabled device to proactively alert of upcoming service intervals.

Prognostics will include:

Engine oil and filter

Transmission oil and filter

Pump oil (if equipped)

Foam oil (if equipped)

Aerial oil and filter (if equipped)

ADVANCED DIAGNOSTICS

An advanced, Windows-based, diagnostic software program will be provided for this control system. The software will provide troubleshooting tools to service technicians equipped with a Windows-based computer or wireless enabled device.

The service and maintenance software will be easy to understand and use and have the ability to view system input/output (I/O) information.

INDICATOR LIGHT AND ALARM PROVE-OUT SYSTEM

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

VOLTAGE MONITOR SYSTEM

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

POWER AND GROUND STUDS

Spare circuits will be provided in the primary distribution center for two-way radio equipment.

The spare circuits will consist of the following:

One (1) 12-volt DC, 30 amp battery direct spare

One (1) 12-volt DC ground and un-fused switched battery stud located in or adjacent to the power distribution center

ENHANCED SOFTWARE

The solid-state control system will include the following software enhancements:

All perimeter lights and scene lights (where applicable) will be deactivated when the parking brake is released.

Cab and crew cab dome lights will remain on for ten (10) seconds for improved visibility after the doors close. The dome lights will dim after ten (10) seconds or immediately if the vehicle is put into gear.

Cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors close. The dome lights will dim after ten (10) seconds or immediately if the vehicle is put into gear.

EMI/RFI PROTECTION

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

0624253

Electrical System, Enforcer MUX

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:

All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.

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.

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.

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).

All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.

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.

0098841	Batteries, (6) Deka Grp 31, 1000 CCA each, Threaded Stud	<p>BATTERY SYSTEM Six (6) 12 volt, Deka, Model 1231MF, maintenance free group 31 batteries that include the following features, each, will be provided: 1000 CCA (cold cranking amps) 185 reserve capacity High cycle Ref. CA of 1190 at 0 degrees Fahrenheit 185 reserve capacity Threaded studs</p>
0008621	Battery System, Single Start, All Custom Chassis	<p>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.</p>
0002698	Battery Compartment, Saber/Enforcer	<p>BATTERY COMPARTMENTS Batteries will be placed on non-corrosive mats and stored in well ventilated compartments located under the cab. Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound. Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound. JUMPER STUDS One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.</p>
0531315	Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, Qtm/Enf/SFR	<p>BATTERY CHARGER There will be an IOTA™, Model DSL 75, battery charger with IQ4, controller provided. The battery charger will be wired to the AC shoreline inlet through an AC receptacle adjacent to this battery charger. There will be a Kussmaul™, Model #091-94-12, remote indicator included.</p>
0779452	Location, Charger, Cab EMS Compt, Back Wall	The battery charger will be located on the back wall of the EMS compartment, located same as previous job #30272.
0530949	Location, Bat Chrg Ind, Driver's Seat Riser	The battery charger indicator will be located on the driver's seat riser.
0016838	Shoreline, 30A 120V, Twist lock, NEMA L5-30	<p>SHORELINE There will be one (1) 30 amp 120 volt AC twist lock inlet(s) NEMA L5-30 with gray cover(s) provided to operate the dedicated 120 volt AC circuits on the apparatus. The shoreline(s) will be connected to battery charger. A mating connector body will also be 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</p>
0026800	Shoreline Location	The shoreline receptacle will be located in the driver side lower step well of cab.
0784718	SP Solar Panel, Sunforce, Crystalline (2) w/Digital Charge Controller, Cab Roof	<p>BATTERY CHARGING SOLAR PANEL There will be two (2) Sunforce Crystalline, Model 37150, solar panel(s) provided on the cab roof On the crew cab roof positioned as needed to fit the roof. to help charge the batteries. There will be one (1) Sunforce, Model 60032, 12 volt 30 amp digital charge controller provided on the side of the driver's seat with a bracket which can detect either battery voltage or charging current. There will be a disconnect switch disconnect switch to be next to the driver side cab seat riser on a bracket with the controller. Refer to pictured in the job E folder for a similar installation. provided to activate the charging to the batteries. The controller will have the following features: Battery Voltage Tester Battery Type Selector Safety Circuit Protection Discharge Protection Thermal Protection</p>

0647729

Alternator, 320 amp, Delco Remy 40SI

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.

0645619

Charger Socket, Blue Sea 1016 Dual USB Type A

DUAL USB SOCKET

There will be four (4) Blue Sea, Model 1016, dual USB type A charger sockets installed one (1) in center console next to power point, one (1) on officer's dash next to power point, and one (1) each side EMS cabinet (outboard wall) in a separate box with power point. . The socket will be powered directly to the battery power .



0092582

Load Manager/Sequencer, MUX

ELECTRONIC LOAD MANAGER

An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system.

For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed.

The system will include the following features:

System voltage monitoring.

A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off.

Sixteen available electronic load shedding levels.

Priority levels can be set for individual outputs.

High Idle to activate before any electric loads are shed and deactivate with the service brake.

If enabled:

"Load Man Hi-Idle On" will display on the information center.

Hi-Idle will not activate until 30 seconds after engine start up.

Individual switch "on" indicator to flash when the particular load has been shed.

The information center indicates system voltage.

The information center, where applicable, includes a "Load Manager" screen indicating the following:

Load managed items list, with priority levels and item condition.

Individual load managed item condition:

ON = not shed

SHED = shed

SEQUENCER

A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator.

For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed.

Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order.

Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals:

Cab Heater and Air Conditioning

Crew Cab Heater (if applicable)

Crew Cab Air Conditioning (if applicable)

Exhaust Fans (if applicable)

Third Evaporator (if applicable)

PROPOSAL 2018

0780484	Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/DCF/Enf/Imp/Sab/Vel	HEADLIGHTS There will be a HiViz part number FT-4X6-4KIT, that includes four (4) 4.00" high x 6.00" long rectangular LED lights with parking lamp illumination around the outside of the lamps mounted in the front quad style, chrome housing on each side of the cab grille: the outside lamp on each side will contain a part number FT-4X6-HL with low beam LEDs the inside lamp on each side will contain a part number FT-4X6-H with high beam LEDs the lights will be controlled through the headlight switch
0648426	Light, Directional, WIn 60A00TAR Arrow, Common Bzl, Above Headlts,Sab/Enf	DIRECTIONAL LIGHTS There will be two (2) Whelen, Model 60A00T*R, amber LED populated arrow directional lights provided on the front of the cab, above the headlights. Each light will be housed in the same quad common bezel as the front warning light. The lens color(s) to be the same as the LEDs.
0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	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.
0782103	Lights, Clearance/Marker/ID, Front, Included with Visor Scene Light	CAB CLEARANCE/MARKER/ID LIGHTS The front identification and clearance lights will be included in the front visor scene light.
0647899	Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS There will be two (2) Weldon, Model 9186-8580-29, amber LED lights installed front of the cab door, one (1) on each side of the cab. The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.
0627282	Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	REAR CLEARANCE/MARKER/ID LIGHTING There will be a three (3) LED light bar used as identification lights located at the rear of the apparatus per the following: As close as practical to the vertical centerline Centers spaced not less than 6.00" or more than 12.00" apart Red in color All at the same height There will be two (2) LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following: To indicate the overall width of the vehicle One (1) each side of the vertical centerline As near the top as practical Red in color To be visible from the rear All at the same height There will be two (2) LED lights installed on the side of the apparatus used 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.
0564683	Lights, Tail, WIn M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg	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.
0561471	Lights, Backup, WIn M6BUW, LED, For Tail Lt Housing	There will be two (2) Whelen Model M6BUW, LED backup lights provided in the tail light housing.
0664481	Bracket, License Plate & Light, P25 LED	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.

0556842	Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	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.
0589905	Alarm, Back-up Warning, PRECO 1040	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.
0626588	Lights, Perimeter Cab, TecNiq T10- LC00-1 15" LED 4Dr	CAB PERIMETER SCENE LIGHTS There will be four (4) TecNiq, Model T10-LC00-1, 15.00" lights with white LEDs and 45 degree stainless steel brackets provided per the following: one (1) under the driver's side cab access step one (1) under the passenger's side cab access step one (1) under the passenger's side crew cab access step one (1) under the driver's side crew cab access step The lights will be activated when the battery switch is on, when the respective door is open and by the same control selected for the body perimeter lights.
0617901	Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	PUMP HOUSE PERIMETER LIGHTS There will be two (2) TecNiq, Model T10-LC00-1, 15.00" white 12 volt DC LED weatherproof strip lights 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.
0626579	Lights, Perimeter Body, TecNiq T10- LC00-1 15" LED 2lts, Rear Step	BODY PERIMETER SCENE LIGHTS There will be two (2) TecNiq, Model T10-LC00-1, 15.00" 12 volt DC LED strip lights provided at the rear step area of the body, one (1) each side shining to the rear. The perimeter scene lights will be activated when a switch within reach of the driver is activated.
0566799	Lights, Step, P25 LED 4lts, Ign, Parking Brake Activated	STEP LIGHTS There will be four (4) white LED, step lights 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" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light. These step lights will be actuated when the ignition switch is on and the parking brake is set. All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.
0781453	Lights, Side Scene, HiViz FT-GESM LED 2nd	SIDE SCENE LIGHTS There will be one (1) HiViz, Model FT-GESM, 10,491 effective lumens 8.65" high x 10.61" wide x 2.75" deep light(s) with white LEDs installed on the side of the apparatus, one (1) over the passenger's side EMS access door. The light(s) will be activated by a switch at the driver's side switch panel. The light(s) may be load managed when the parking brake is applied.
0781457	Lights, Side Scene, HiViz FT-GESM LED 1st	SIDE SCENE LIGHTS There will be one (1) HiViz, Model FT-GESM, 10,491 effective lumens 8.65" high x 10.61" wide x 2.75" deep light(s) with white LEDs installed on the side of the apparatus, one (1) over the driver's side EMS access door. The light(s) will be activated by a switch at the driver's side switch panel. The light(s) may be load managed when the parking brake is applied.
0776169	SP Lights, Rear Scene, HiViz FT-GESM LED 1st	REAR SCENE LIGHTS There will be two (2) HiViz, Model FT-GESM, 10,491 effective lumens 8.65" high x 10.61" wide x 2.75" deep light(s) with white LEDs installed on the side of the apparatus, one (1) each side high on rear body bulkhead. The light(s) will be activated by a switch at the driver's side switch panel and by a switch in a stainless steel cup located on the driver's side at the rear of the apparatus no more than 62.00" from the ground. The light(s) may be load managed when the parking brake is applied.
0532358	Not Required, Deck Lights, Other Hose Bed & Rear Lighting	

0645877	Lights, Hose Bed, Sides, Dual LED Light Strips	HOSE BED LIGHTS There will be white 12 volt DC LED light strips with stainless steel protective cover, provided to light the hose bed area. Hose Bed lights will meet the photometric levels listed in NFPA 1901 for Hose Bed lighting requirements. Light strip(s) will be installed along the upper edge of the left side of the hose bed. Light strip(s) will be installed along the upper edge of the right side of the hose bed. The lights will be activated when the hosebed cover is raised.
0645677	Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	
0790943	SP Light, HiViz FT-SL-15-**-*, FRC Pole Mt, 2nd	12 VOLT LIGHTING There will be one (1) HiViz Model FT-SL-15-**-*, 11,100 effective lumens 12 volt DC LED light(s) installed on the apparatus with Fire Research extendable pole(s). The painted parts of the light housing and brackets to be white. The light will be configured with a combination of flood and spot optics. The lights will be installed PS behind cab. The pole(s) will be side mount push up pole(s) with a steady rest cup bracket and not stowed switch connected to the Do Not Move Truck Indicator circuit. The lights will be controlled by a switch at the driver's side switch panel. These light(s) may be load managed when the parking brake is applied.
0790946	SP Light, HiViz FT-SL-15-**-*, FRC Pole Mt, 1st	12 VOLT LIGHTING There will be one (1) HiViz Model FT-SL-15-**-*, 11,100 effective lumens 12 volt DC LED light(s) installed on the apparatus with Fire Research extendable pole(s). The painted parts of the light housing and brackets to be white. The light will be configured with a combination of flood and spot optics. The lights will be installed DS behind cab. The pole(s) will be side mount push up pole(s) with a steady rest cup bracket and not stowed switch connected to the Do Not Move Truck Indicator circuit. The lights will be controlled by a switch at the driver's side switch panel. These light(s) may be load managed when the parking brake is applied.
0763922	SP Light, Visor, HiViz LED, FT-B-72-ML-*, Wire Covers, Cnt Feature MUX	12 VOLT LIGHTING There will be a HiViz Model FT-B-72-ML-*, 2.56" high x 72.69" long x 2.45" deep 21,407 effective lumens 12 volt DC light on brackets in front of the cab roof per the following: 54 white scene LEDs configured in spot and flood optics three (3) amber LED identification lights two (2) amber LED clearance lights The painted parts of the light housing and brackets to be white. The light will be activated by a switch at the driver's side switch panel. The scene LEDs may be load managed when the parking brake is applied. There will be wire covers installed to protect the wires on the light.
0787447	Lights, Walk Surf, Dual LED Light Strips, Cargo Area, Bdy Stp Lt	WALKING SURFACE LIGHTS There will be white 12 volt DC LED light strips with stainless steel protective cover, provided to light the cargo area. One (1) light strip will be installed the entire length of the driver's side of the cargo area. One (1) light strip will be installed the entire length of the passenger's side of the cargo area. The light will be activated when the body step lights are on.
0060100	Pumper, Short, Galvanneal, 2nd Gen	
0554271	Body Skirt Height, 20"	

0028294	Tank, Water, 500 Gallon, Poly, Short	<p>WATER TANK</p> <p>Booster tank will have a capacity of 500 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated.</p> <p>Tank joints and seams will be nitrogen welded inside and out.</p> <p>Tank will be baffled in accordance with NFPA bulletin 1901 requirements.</p> <p>Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.</p> <p>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.</p> <p>Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.</p> <p>All partitions will interlock and will be welded to the tank bottom and sides.</p> <p>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.</p> <p>Tank top will be sufficiently supported to keep it rigid during fast filling conditions.</p> <p>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.</p> <p>A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank.</p> <p>Sump will include a drain plug and the tank outlet.</p> <p>Tank will be installed in a fabricated cradle assembly constructed of structural steel.</p> <p>Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing.</p> <p>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.</p> <p>Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.</p> <p>Mounting system will be approved by the tank manufacturer.</p>
0003405	Overflow, 4.00" Water Tank, Poly	<p>Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.</p> <p>Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.</p> <p>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.</p>
0028104	Foam Cell Required	
0633066	Sleeve through Tank	One (1) sleeve will be provided in the water tank for a 3.00" pipe to the rear.
0553729	Not Required, Restraint, Water Tank, Heavy Duty	
0003429	Not Required, Direct Tank Fill	
0003424	Not Required, Dump Valve	
0048710	Not Required, Jet Assist	
0030007	Not Required, Dump Valve Chute	
0514778	Not Required, Switch, Tank Dump Master	
0126632	Hose Bed, Galv, Pumper	<p>HOSE BED</p> <p>The hose bed will be fabricated of 12-gauge galvaneal steel.</p> <p>The sides will not form any portion of the fender compartments.</p> <p>Standard hose bed width will be minimum of 68.00" inside.</p> <p>Upper and rear edges of side panels will have a double break for rigidity.</p> <p>The upper inside area of the beavertails will be covered with brushed stainless steel to prevent damage to painted surface when hose is removed.</p> <p>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.</p>
0003481	Hose Bed Capacity, Special	Hose bed will accommodate From DS to PS: 1000' x 4.00" / 10.00"W I.D. / 8.00"W I.D. / 800' x 2.50" (deadlay) / 250' x 2.50".

0083488	Divider, Hose Bed, .25" Unpainted	HOSE BED DIVIDER Four (4) adjustable hosebed dividers will be furnished for separating hose. Each divider will be constructed of a .25" brushed aluminum sheet. Flat surfaces will be sanded for uniform appearance, or constructed of brushed aluminum. Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed. Divider will be held in place by tightening bolts, at each end. Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.
0526260	Cross-divider, Hose Bed, Location	A cross-divider will be provided 98.50"D (rear to front) of hosebed. The divider will be bolted to the side sheet.
0083511	SP Cover, Front of Hose Bed, Alum Treadplate	HOSE BED COVER A full width hose bed cover will be provided above the front upper portion of the body, between the front body sheet and hose bed cross divider. The cover will be constructed of .19" bright aluminum treadplate, hinged to the front body sheet with a full length stainless steel piano hinge and secured at the rear with recessed latches. The cover will have a 1.25" flange all around with additional bracing to support the weight of a firefighter. A hinged cover with recessed latches will be provided for the water tank fill tower access. Chrome grab handles and gas filled cylinders will be provided to assist in opening and closing of the cover.
0530804	Cover, Hose Bed, Alum Treadplate	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.
0697328	Flap, Rear of Alum Hose Bed Cover, Two Piece, Vinyl, w/Seat Belt Buckles	HOSEBED END FLAP A pair of black vinyl flaps will be installed on the rear, one for each of the aluminum treadplate hose bed covers. Each vinyl flap will have (2) nylon tie down straps, with seat belt buckles.
0695399	Running Boards, 14.75" Deep, Front and Rear 45 Degree Corners	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.
0689621	Tailboard, 16" Deep	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. The tailboard area will be 16.00" deep. The exterior side will be flanged down and in for increased rigidity of tailboard structure.
0690037	Wall, Rear, Smooth Aluminum/Body Material	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 .
0656196	SP Tow Eyes (2), Painted, Under Body, Pumper	TOW EYES Two (2) rear painted tow eyes will be located at the rear of the apparatus mounted to the rear substructure below the body which is attached directly to the chassis frame rails. The inner and outer edges of the tow eyes will have a radius.
0590926	Hose Restraint, Running Board, Velcro Straps	RUNNING BOARD HOSE RESTRAINT A pair of 2.00" wide black nylon straps with Velcro fasteners will be provided for each hose tray to secure the hose during travel. There will be One (1) hose tray located in the left side running board.

0695615

Tray, Hose, Running Board, Free Floating, 20' of 5.00" Soft Suction, Tapered

HOSE TRAY

One (1) hose tray will be made free floating in the driver side running board. The tray(s) will be flanged and drop in from the top. The ends will be tapered at the front and rear towards the center. No fasteners will be used to secure the tray(s). Capacity of the tray will be 20.00' of 5.00" soft suction hose. Rubber matting will be installed on the floor of the tray to provide proper ventilation.

0003560

Construction, Compt, Galv, Pumper

COMPARTMENTATION

Body and compartments will be fabricated of galvanized 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. 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.

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.

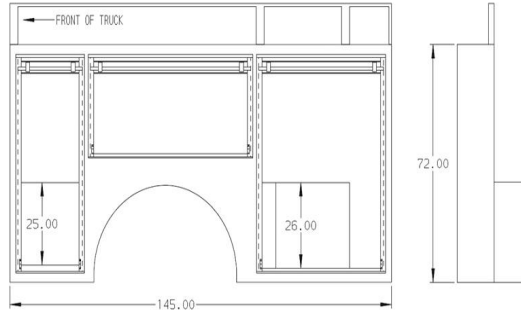
The criteria used during the testing procedure will include:

- 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.** 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.

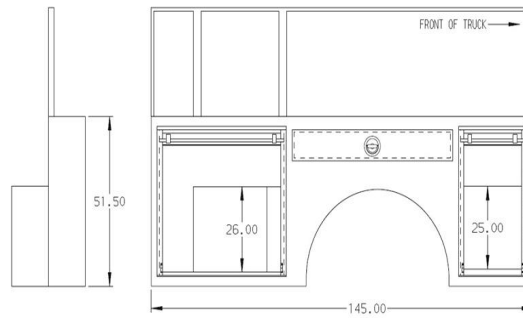


COMPARTMENT	CLEAR DOOR OPENINGS					
	AMDOR		GORTITE		ROM	
	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL
Ahead of axle	22.50	56.88	21.75	58.00	21.94	58.25
Over axle	59.00	23.13	58.25	24.25	58.44	24.50
Behind axle	45.50	57.88	44.75	59.00	44.94	59.25

RIGHT SIDE COMPARTMENTATION

The right side compartmentation will consist of three lap door compartments. A vertically hinged, single door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 27.50" wide x 46.13" 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 21.63" wide x 41.38" high. A horizontally hinged, drop-down door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 12.38" high x 12.00" deep. The clear door opening will be a minimum of 59.25" wide x 6.63" high. A vertically hinged, double door compartment behind the rear wheels will be provided. **The interior dimensions of this compartment will be 47.75" wide x 47.13" 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 43.50" wide x 42.38" high.** The interior height of the compartments will be measured from the compartment floor to the ceiling. The depth of the compartments will be measured from the back wall to the inside of the door frame. Closing of the doors will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand. The vertically hinged doors will be furnished with a positive door holder. The drop-down door will be furnished with two chain-style door holders with a plastic covering around the chain.

PROPOSAL



COMPARTMENT	CLEAR DOOR OPENINGS							
	AMDR		GORTITE		ROM		DROP	
	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL
Ahead of axle	22.50	36.38	21.75	37.50	21.94	37.75		
Over axle							59.25	6.63
Behind axle	45.50	37.38	44.75	38.50	44.94	38.75		

0692733

Doors, Rollup, Gortite, Side Compartments

SIDE COMPARTMENT ROLLUP DOOR(S)

There will be five (5) compartment doors installed on the side compartments. The doors will be double faced aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by Gortite®.

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from 180 to -40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from 300 to -40 degrees Fahrenheit.

A polished stainless steel lift bar with locking key latches to be provided for each roll-up door. The keys to be Model 1250 for all compartment doors. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Doors will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surfaces will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

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.

0013668

Rear - Double Dr/30.75" FF

COMPARTMENTATION, REAR

A vertically hinged, double door compartment above the rear tailboard will be provided. The interior dimensions of this compartment will be 40.00" wide x 33.63" high x 25.88" deep. The clear door opening will be a minimum of 32.00" wide x 28.88" high.

A louvered removable access panel will be furnished on the back wall of the compartment.

The compartment will be open into the rear side compartments.

Closing of the doors will not require releasing, unlocking, or unlatching any mechanism and will be easily accomplished with one hand. A positive door holder will be furnished with this compartment.

0073910	Doors, Lap w/"D" Handles-Rear Compt	REAR COMPARTMENT DOORS All hinged compartment doors will be lap style with double panel construction and will be a minimum of 1.50" thick. To provide additional door strength, a "C" section reinforcement will be installed between the outer and interior panels. Doors will be provided with a closed cell rubber gasket around the surface that laps onto the body. A second heavy-duty automotive rubber molding with a hollow core will be installed on the door framing that seals onto the interior panel, to ensure a weather resisting compartment.. All compartment doors will have polished stainless steel continuous hinge with a pin diameter of .25", that is bolted or screwed on with stainless steel fasteners. A strip of dielectric isolation tape will be provided between the hinge and the door jamb. All door lock mechanisms will be fully enclosed within the door panels to prevent fouling of the lock in the event equipment inside shifts into the lock area. Doors will be latched with recessed, polished stainless steel "D" ring handles and Eberhard 106 locks. To prevent corrosion caused by dissimilar metals, compartment door handles will not be attached to outer door panel with screws. A rubber gasket will be provided between the "D" ring handle and the door.
0554995	No Body Modification Required	
0611124	SP Scuffplates Over Rear Fender Panels, Brushed S/S	SCUFFPLATE ON REAR FENDER PANELS The rear fender panels, on both sides of the truck, will be covered with brushed stainless steel. The scuffplate will be fastened to the body panels with stainless steel screws.
0648720	SP Holder, Door, Chain, Vinyl Covered	CHAIN DOOR HOLDERS two (2) compartment doors will be provided with vinyl covered pull chains. the EMS cabinet doors on each side of the cab. To restrict the door from opening past 90 degrees.
0616670	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	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.
0687146	Shelf Tracks, Painted	MOUNTING TRACKS There will be five (5) sets of tracks for mounting shelf(s) in LS1, LS3, RS1, RS3 and B1. These tracks will be installed vertically to support the adjustable shelf(s), and will be full height of the compartment. The tracks will be painted to match the compartment interior.
0622945	Shelves, Adjustable, Full Width/Depth, Low/Special Side Height	ADJUSTABLE SHELVES There will be one (1) shelf provided P3 (upper). 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 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: 1.00" high Left & Right Sides: 1.00" high
0600350	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	ADJUSTABLE SHELVES There will be ten (10) shelves with a capacity of 500 lb provided. The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides. Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track. The shelves will be held in place by .12" thick stamped plated brackets and bolts. The location(s) will be in RS1 in the lower third, in RS3 in the lower third, in RS1 in the upper third, in B1 centered between the floor and ceiling, in LS3 in the upper third, in LS3 in the upper third, in LS1 in the upper third to the left of the partition, in LS1 in the upper third to the left of the partition, in LS1 in the lower third to the left of the partition and in LS3 at the depth transition point.

0647091	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	<p>SLIDE-OUT FLOOR MOUNTED TRAY</p> <p>There will be one (1) floor mounted slide-out tray(s) provided. Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.</p> <p>Each tray will be constructed of aluminum painted spatter gray</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The location(s) will be B1.</p>
0558501	Drawer Assembly, CTECH, Four Drawers, Up To 24" Wide	<p>DRAWER ASSEMBLY</p> <p>A slideout drawer assembly will be installed D3 lower portion.</p> <p>The clear dimensions starting at the top of the cabinet with the first drawer 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 3.75" with a face plate that is 4.00" high x 21.00" deep. The clear dimensions of the third drawer will be 4.75" with a face plate that is 5.00" high x 21.00" deep. The clear dimensions of the fourth drawer will be 6.75" with a face plate that is 7.00" high x 21.00" deep. Each drawer will be the same width and not exceed 24.00".</p> <p>The drawers will have a capacity of 250 pounds.</p> <p>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.</p> <p>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.</p> <p>There will be a total of one (1) provided.</p>
0028026	Matting, Turtle Tile, Compt Shelving only	<p>MATTING, COMPARTMENT SHELIVING</p> <p>Turtle Tile compartment matting will be provided in 11 shelves. The locations are, all eleven (11) shelves.</p> <p>The color of the Turtle Tile will be black.</p>
0659383	Matting, Turtle Tile w/Ramp, Compt Floors	<p>MATTING, COMPARTMENT FLOOR</p> <p>Turtle Tile compartment matting will be provided in six (6) compartments on the compartment floor. The locations are, body compartments (D1, D2, R1, P1, P2, and P3).</p> <p>The Turtle Tile will be black and the leading edge of the matting will include the beveled edge. The beveled edge will be black .</p>
0003908	Partition, Trans Rear Compt	<p>PARTITION, TRANSVERSE REAR COMPARTMENT</p> <p>Two (2) partitions will be bolted in place to separate left and right side rear compartments from the rear tailboard compartment.</p>
0600281	Partition, Vertical Compartment, Predefined Locations	<p>VERTICAL COMPARTMENT PARTITION</p> <p>One (1) partition will be provided.</p> <p>The partition construction will consist of .125" aluminum painted spatter gray. Each partition will be the full vertical height of the compartment.</p> <p>The location(s) will be in LS1, 32.00" from the forward door frame.</p>
0004016	Rub Rail, Aluminum Extruded, Side of Body	<p>RUB RAIL</p> <p>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.</p> <p>The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.</p>
0784809	Fender Crowns, Rear, Rubber, w/Removable Liner	<p>BODY FENDER CROWNS</p> <p>Black rubber fender crowns will be provided around the rear wheel openings.</p> <p>BODY FENDER LINER</p> <p>A painted fender liner will be provided. The liners will be removable to aid in the maintenance of rear suspension components.</p>
0519849	Not Required, Hose, Hard Suction	<p>HARD SUCTION HOSE</p> <p>Hard suction hose will not be required.</p>

0004090	Troughs, (2), H.S.H., LS High Side	<p>HOSE TROUGHs</p> <p>Hard suction hose will be carried above the left compartment in V-shaped troughs and held in place by chrome plated, quarter turn, spring loaded clamps.</p> <p>Troughs will be constructed of steel and painted job color.</p> <p>The size and length of the hard suction hose that will be carried is 10' x 4.50".</p>
0626229	Handrails, Side Pump Panels, Per Print	<p>HANDRAILS</p> <p>The handrails will be 1.25" diameter anodized aluminum extrusion, with a ribbed design, to provide a positive gripping surface.</p> <p>Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.</p> <p>Drain holes will be provided in the bottom of all vertically mounted handrails.</p> <p>Handrails will be provided to meet NFPA 1901 section 15.8 requirements. The handrails will be installed as noted on the sales drawing.</p>
0004126	Handrails, Beavertail, Standard	<p>HANDRAILS</p> <p>One (1) vertical handrail, not less than 29.00" long, will be located on each rear beavertail.</p>
0004146	Handrail, Rear, Below Hose Bed, Full Width	<p>One (1) full width horizontal handrail will be provided below the hose bed at the rear of the apparatus.</p>
0004154	Handrail, Extra - 10" Long	<p>- One (1) handrail, 10.00" long, will be provided mounted DS side front of body (to assist in climbing to the top of the body).</p>
0622393	Compt, Air Pack in Fender Panel	<p>AIR PACK STORAGE</p> <p>A total of two (2) air pack compartment(s) will be provided and located PS forward and DS rearward. 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.</p> <p>Inside the compartment, black Dura-Surf friction reducing material will be provided.</p> <p>A polished stainless steel hinged door with a chrome plated flush lift & turn 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.</p>
0648325	Compt, Air Bottle, Double, Common Triple Door, Fender Panel	<p>AIR BOTTLE STORAGE (Double)</p> <p>A quantity of two (2) air bottle compartments, 15.25" wide x 7.75" tall x 26.00" deep, will be provided on the left side forward of the rear wheels. The triangular door shall cover the double air bottle opening and the DEF tank access. and on the right side rearward of the rear wheels. The triangular door shall cover the double air bottle opening and the fuel tank access. . A polished stainless steel door with a chrome plated flush lift & turn 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.</p> <p>Inside the compartment, black rubber matting will be provided.</p> <p>AIR BOTTLE COMPARTMENT STRAP</p> <p>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.</p>
0004219	Ladder, 30' Duo-Safety 1225-A 3- Sect	<p>EXTENSION LADDER</p> <p>There will be a 30', three (3) section, aluminum, Duo-Safety, Series 1225-A extension ladder provided.</p>
0004230	Ladder, 14' Duo-Safety 775A Roof	<p>ROOF LADDER</p> <p>There will be a 14' aluminum Duo-Safety Series 775-A roof ladder provided.</p>

0014308	Rack, Zico Quic-Lift, Right Side	<p>LADDER RACK Ground ladders will be mounted above right side of body compartments in a Zico Quic-Lift electric ladder lowering system. The ladder rack mounts will be powered by two (2), 12-volt electric actuators. The electric controls will be located in such a manner to allow the operator full view of the area in which the ladders will be lowered. The electric actuator control will have a master switch and be interlocked to prevent operation should a compartment door, in the travel area of the ladder bracket, be in the open position.</p> <p>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 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 ladder rack is not in the stowed position.</p> <p>LIGHTS, FLASHING, 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.</p>
0014245	Ladder, 10' Duo-Safety Folding 585A, w/Mounting	<p>FOLDING LADDER One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed in a U-shaped stainless steel trough on top of the right side compartment.</p>
0602877	Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	<p>PIKE POLE PROVIDED BY FIRE DEPARTMENT NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) 8 ft or longer pike pole mounted in a bracket fastened to the apparatus. The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike pole. The pike pole(s) will be a Duo-Safety 10' pike pole.</p>
0602875	Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016	<p>6' PIKE POLE PROVIDED BY FIRE DEPARTMENT NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) 6' pike pole or plaster hook mounted in a bracket fastened to the apparatus. The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike pole. The pike pole(s) will be a Duo-Safety 6' pike pole.</p>
0603809	SP Compt, Long Tool Storage, (2) Troughs/(1) Tube, Below Tee, S/S Door, RS	<p>LONG TOOL STORAGE COMPARTMENT One (1) long tool storage compartment will be provided, recessed below the water tank tee at the rear of body, on the right side. The compartment will be equipped with one (1) pvc tube and two (2) troughs to hold long handled tools and have a stainless steel door.</p>
0013929	Compt, (2) Pike Poles Below Tee, Stainless Steel Door, LS	<p>PIKE POLE COMPARTMENT One (1) pike pole compartment will be provided, recessed below the water tank tee at the rear of body, on the left side. The pike pole compartment will be equipped with two (2) pvc tubes to hold two (2) pike poles and have a stainless steel drop down door.</p>
0791084	SP Tube, 3" PVC, Hydrant Shutoff Wrench	<p>EQUIPMENT STORAGE There will be one (1) 3.00" inside diameter PVC mounting tube(s) provided for the mounting of a hydrant shutoff wrench. The length of the tube will be approximately 7'. The mounting tube will be located in the compartment on the DS below the water tank tee.</p>
0591804	Step, Folding, Front of Body, Left Side Only, Trident	<p>STEP A folding step will be provided on the left side front bulkhead. The step will be bright finished, non-skid with a black coating. The step can be used as a hand hold with two openings wide enough for a gloved hand.</p>
0630632	SP Steps, Folding, Rear of Body, w/LED, Trident, RS Only	<p>REAR FOLDING STEPS Bright finished, non-skid folding steps with a black coating will be provided at the rear on the right 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.</p>
0014387	Step, Corner Step - Extra	<p>One (1) additional corner step will be located In the passenger side back corner of the cargo area to facilitate access to the cargo area from the front of the water tank. .</p>
0591915	Step, Folding - Extra, Body Only, Black, Trident	<p>Two (2) additional folding steps will be located DS front bulkhead. The step(s) will be bright finished, non-skid, with a black coating. The step(s) can be used as a hand hold with two openings wide enough for a gloved hand.</p>

0084388	Step, Full Width, Rear Of Body, 8"	ADDITIONAL STEP An 8.00" deep, full width bright aluminum treadplate step will be provided at the rear of the body.
0004460	Pump, Waterous, CMU, 1500 GPM, Two Stage	PUMP Pump will be a Waterous CMU 1500 gpm two (2) stage midship mounted centrifugal type. Pump will be the class "A" type. Pump will deliver the percentage of rated discharge at pressures indicated below: - 100% of rated capacity at 150 psi net pump pressure. - 70% of rated capacity at 200 psi net pump pressure. - 50% of rated capacity at 250 psi net pump pressure. Pump body will be close-grained gray iron, bronze fitted, and horizontally split in two (2) sections for easy removal of the entire impeller shaft assembly (including wear rings). Pump will be designed for complete servicing from the bottom of the truck, without disturbing the pump setting or apparatus piping. Pump case halves will be bolted together on a single horizontal face to minimize a chance of leakage and facilitate ease of reassembly. No end flanges will be used. Discharge manifold of the pump will be cast as an integral part of the pump body assembly and will provide a minimum of three (3) 3.50" openings for flexibility in providing various discharge outlets for maximum efficiency. The three (3) 3.50" openings will be located as follows: one (1) outlet to the right of the pump, one (1) outlet to the left of the pump, and one (1) outlet directly on top of the discharge manifold. Impeller shaft will be stainless steel, accurately ground to size. It will be supported at each end by sealed, anti-friction ball bearings for rigid precise support. Impeller will have flame plated hubs assuring maximum pump life and efficiency despite any presence of abrasive matter in the water supply. Bearings will be protected from water and sediment by suitable stuffing boxes, flinger rings, and oil seals. No special or sleeve type bearings will be used.
0004481	Seal, Grafoil, Waterous	PUMP PACKING Stuffing boxes will be of the conventional two (2) piece, split-gland type, to permit adjustment or replacement of Grafoil packing without disturbing the pump. Water will be fed into stuffing box lantern rings for proper lubrication and cooling when the pump is operating. Lantern rings will be located at the inner ends of the stuffing boxes, to avoid having to remove them when replacing pump packing. Wear rings will be bronze and easily replaceable to restore original pump efficiency and eliminate the need to replace the entire pump casing due to wear.
0559769	Trans, Pump, Waterous C20 Series	PUMP TRANSMISSION The pump transmission will be made of a three (3) piece, aluminum, horizontally split casing. Power transfer to pump will be through a high strength Morse HY-VO silent drive chain. By the use of a chain rather than gears, 50% of the sprocket will be accepting or transmitting torque, compared to two (2) or three (3) teeth doing all the work. Drive shafts will be 2.35" diameter hardened and ground alloy steel and supported by ball bearings. The case will be designed to eliminate the need for water cooling.
0635600	Pumping Mode, Stationary Only	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.
0605126	Pump Shift, Air w/Manual Override, Split Shaft, Interlocked, Waterous	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. 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 that 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 indicator 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.
0003148	Transmission Lock-up, EVS	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.
0004547	Auxiliary Cooling System	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.

0004484 Transfer Valve, Manual, Waterous **TRANSFER VALVE**
 Transfer valve design will be of the latest ball type, of all bronze construction incorporating a hydraulically balanced seal assembly, minimizing leakage around the ball and assuring maximum pump efficiency.
 Transfer valve will operate smoothly and without sticking, even when exposed to sandy or dirty water.
 Transfer valve will be operated manually by means of a handwheel control at the left side pump panel.
 Transfer valve will have the ability to change from series (pressure) operation to parallel (volume) operation without reducing the operating speed of the engine regardless of the operating pressure at the pump, thus maintaining an effective fire stream at the nozzle at all times.

0004517 Valve, Relief Intake, Elkhart, Set @ 125 PSI **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.

0536322 Controller, Pressure, Pierce, Custom Chassis **PRESSURE CONTROLLER**
 A Pierce Pressure Governor will be provided. An electric pressure governor will be provided which is capable of automatically maintaining a desired preset discharge pressure in the water pump. When operating in the pressure control mode, the system will automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow, within the discharge capacities of the water pump and water supply. A pressure transducer will be installed in the water discharge of the pump. The transducer continuously monitors pump pressure sending a signal to the Electronic Control Module (ECM). The governor can be used in two (2) modes of operation, RPM mode and pressure modes. In the RPM mode, the governor can be activated after vehicle parking brake has been set. When in this mode, the governor will maintain the set engine speed, regardless of engine load (within engine operation capabilities).
 In the pressure mode, the governor system can only operate after the fire pump has been engaged and the vehicle parking brake has been set. When in the pressure mode, the pressure controller monitors the pump pressure and varies engine speed to maintain a precise pump pressure. The pressure controller will use a quicker reacting J1939 database for engine control. A preset feature allows a predetermined pressure or rpm to be set.
 A pump cavitation protection feature is also provided which will return the engine to idle should the pump cavitate. Cavitation is sensed by the combination of pump pressure below 30 psi and engine speed above 2000 rpm for more than five (5) seconds.
 The throttle will be a vernier style control, with a large control knob for use with a gloved hand. A throttle ready light will be provided adjacent to the throttle control. A large 0.75" RPM display will be provided to be visible at a glance.
 Check engine, and stop engine indicator lights will be provided for easy viewing.
 Large 0.75" push buttons will be provided for menu, mode, preset, and silence selections.
 The water tank level indicator will be incorporated in the pressure governor.
 A fuel level indicator will be incorporated in the pressure controller.
 A pump hour meter will be incorporated in the pressure controller.
 The pressure controller will incorporate monitoring for engine temperature, oil pressure, fuel level alarm, and voltage. Pump monitoring will include, pump gearcase temperature, error codes, diagnostic data, pump service reminders, and time stamped data logging, to allow for fast accurate trouble shooting. It will also notify the driver/engineer of any problems with the engine and the apparatus. Complete understandable messages will be provided in a 20-character display, providing for fewer abbreviations in the messages. An automatic dim feature will be included for night operations.
 The pressure controller will include a USB port for easy software upgrades, which can be downloaded through a USB memory stick, eliminating the need for a laptop for software installations.
 A complete interactive manual will be provided with the pressure controller.



0072153 Primer, Trident, Air Prime, Air Operated **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.

0658368	Thermal Relief Valve, OPM, w/Red Warning Light, Waterous Pump	<p>THERMAL RELIEF VALVE</p> <p>A Waterous Overheat Protection Manager (OPM) 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 140 Degrees F (60 C) and a red warning light that is triggered when the water in the pump reaches 180 F (82 C).</p> <p>The warning light will act as an additional protection device if the temperature in the pump keeps rising after the valve opens. The warning light with a test switch will be mounted on the pump operator panel.</p> <p>The discharge line will be plumbed to ground.</p>
0780364	Manuals, Pump, (2) Total, Electronic Copies	<p>PUMP MANUALS</p> <p>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.</p>
0603128	Plumbing, Stainless Steel and Hose, Two Stage Pump	<p>PLUMBING, STAINLESS STEEL AND HOSE</p> <p>All inlet and outlet lines will be plumbed with either stainless steel pipe, hydraulic type hose 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.</p> <p>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.</p> <p>Plumbing manifold bodies will be ductile cast iron or stainless steel.</p> <p>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.</p> <p>All water carrying gauge lines will be hydraulic or reinforced poly hose.</p> <p>All piping, hose and fittings will have a minimum of a 700 PSI hydrodynamic pressure rating.</p>
0795135	Plumbing, Stainless Steel, w/Foam System	<p>PLUMBING, FOAM SYSTEM</p> <p>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.</p>
0004645	Inlets, 6.00" - 1250 GPM or Larger Pump	<p>MAIN PUMP INLETS</p> <p>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.</p>
0004646	Cap, Main Pump Inlet, Long Handle, NST, VLH	<p>MAIN PUMP INLET CAP</p> <p>The main pump inlets will have National Standard Threads with a long handle chrome cap. The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.</p>
		
0677247	Valves, Elkhart Unibody and Jamesbury	<p>VALVES</p> <p>All 4.00" and smaller ball valves will be Elkhart Unibody series. Seats will be self-adjusting for minimum operating torque and maximum abrasion resistance. The Elkhart valves will have an automatic locking feature to hold the ball in any throttle position at any operating pressure. The valve body design will allow any actuator to be mounted to the body. All 6.00" or larger butterfly valves will be S/S high pressure Jamesbury.</p>
0004660	Inlet, Left Side, 2.50"	<p>LEFT SIDE INLET</p> <p>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.</p> <p>The auxiliary inlet will be provided with a strainer, chrome swivel and plug.</p>
0029147	Not Required, Inlet, Right Side	

0004686	Valve, Inlet(s) Recess Behind Panel, Side Cntrl	The location of the valve for the one (1) inlet will be behind the pump panel.
0505132	Anode, Zinc, Pair, Pump, 1-Inlet & 1 Discharge Side	ANODE, INLET A pair of replaceable sacrificial .75" magnesium anodes will be provided in the water pump to protect the pump from corrosion. One (1) will be placed in the inlet side of the pump and the other in the discharge side of the pump.
0004700	Control, Inlet, at Valve	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.
0092569	No Rear Inlet (Large Dia) Requested	
0092696	Not Required, Cap, Rear Inlet	
0064116	No Rear Inlet Actuation Required	
0009648	No Rear Intake Relief Valve Required on Rear Inlet	
0092568	No Rear Auxiliary Inlet Requested	
0563738	Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	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.
0014751	Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing, Reverse Linkage	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.
0004905	Outlet, Tank Fill, 1.50"	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.
0004940	Outlet, Left Side, 2.50"	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.
0005026	Outlet, Left Side, 1.50" w/2" Plumbing	There will be one (1) discharge outlet with a 2.00" valve on the left side of the apparatus, terminating with a 1.50" (M) National Standard hose thread adapter.
0004945	Outlet, Right Side, 2.50"	RIGHT SIDE DISCHARGE OUTLETS There will be one (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.
0092571	Not Required, Outlets, Right Side Additional	
0058648	SP Outlet, (2) 3.50" w/3.50" Akron Valve, Right, Handwheel	LARGE DIAMETER DISCHARGE OUTLET There will be two (2) 3.50" discharge outlets with 3.50" Akron valves, with a 3.00" ball, installed on the right side of the apparatus, terminating with (M) 3.50" National Standard hose thread adapters. The discharge outlets will be actuated with a handwheel control at the pump operator's control panel.

0092572	Not Required, Outlet, Front	
0004995	Outlet, Rear, 2.50"	<p>REAR DISCHARGE OUTLET</p> <p>There will be one (1) discharge outlet piped to the rear of the hose bed, right side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.</p>
0092574	Not Required, Outlet, Rear, Additional	
0004990	Outlet, Front HB, 2.50" w/2.50" Plumbing	<p>FRONT OF HOSE BED DISCHARGE OUTLET</p> <p>There will be one (1) discharge outlet discharge(s) piped to the front of the hose bed and located PS most bed (150' x 2.50" pre-connected). 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.</p>
0085076	Caps for 1.50" to 3.00" Discharge, VLH	<p>DISCHARGE CAPS</p> <p>Chrome plated, rocker lug, caps with chains will be furnished for all side discharge outlets. The caps will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.</p>
0563739	Valve, 0.75" Bleeder, Discharges, Swing Handle	<p>OUTLET BLEEDER VALVE</p> <p>A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application. The valves will be located behind the panel with a swing style handle control extended to the outside of the side pump panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders will be routed below the chassis frame rails.</p>
0005091	Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	<p>LEFT SIDE OUTLET ELBOWS</p> <p>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.</p>
0792731	SP Elbow, Left Side Outlets, 30 Deg, 1.50" FNST x 1.50" MNST, VLH, Additional	<p>ADDITIONAL LEFT SIDE OUTLET ELBOWS</p> <p>The 1.50" discharge outlets, located on the left side pump panel, shall be furnished with a 1.50" (F) National Standard hose thread x 1.50" (M) National Standard hose thread, chrome plated, 30 degree elbow. The elbow shall incorporate a thread design to automatically relieve stored pressure in the line when disconnected.</p>
0025091	Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	<p>RIGHT SIDE OUTLET ELBOWS</p> <p>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.</p>
0089584	Not Required, Elbow, Right Side Outlets, Additional	
0045091	Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	<p>REAR OUTLET ELBOWS</p> <p>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.</p>
0085695	Not Required, Elbow, Rear Outlets, Large, Additional	

0757169	SP	Elbow, Large Dia Outlets, (2)45 Degree 3.50" FNST x 3.50" MNST,VLH w/Adapter/Cap	LARGE DIAMETER OUTLET ELBOWS The 2 (two) 3.50" discharge outlets, located on the right side pump panel, will be furnished with a 3.50" (F) National Standard hose thread x 3.50" (M) National Standard hose thread, chrome plated, 45 degree elbow. An adapter connected to the elbow will be furnished (2.50" M x 3.50" F) A 2.50" cap with chain will be provided. The elbow will incorporate a thread design to automatically relieve stored pressure in the line when disconnected (no exception).
0005080		Reducer, 2.50" FNST x 1.50" MNST, w/Cap	REDUCER There will be four (4) adapters with 2.50" FNST x 1.50" MNST threads and a 1.50" chrome plated cap installed on both DS 2.50" discharges, one (1) PS 2.50" discharge, and the rear body 2.50" discharge.
0062133		Control, Outlets, Manual, Pierce HW if applicable	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. If a handwheel control valve is used, the control will be a minimum of a 3.9" diameter stainless steel handwheel with a dial position indicator built in to the center of the handwheel.
0638545		Outlet, 3.00" Deluge Riser, Elkhart Valve w/Handwheel	DELUGE RISER A 3.00" deluge riser will be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping will be installed securely so no movement develops when the line is charged. The riser will be gated and controlled at the pump operator's panel. The outlet will include an Elkhart Unibody valve with a Pierce handwheel control.
0602037	SP	Monitor, Elkhart Stinger 8297-35, 3.50" NST F Inlet portable base	MONITOR An Elkhart Model 8297 Stinger monitor will be properly installed on the deluge riser. This monitor will include both the fixed base and the portable base with 3.50" NSTF swivel inlet. The monitor will be painted to match the body.
0046997		Nozzle, Elkhart ST-194, Stacked Tips and 282 A Shaper	MONITOR NOZZLE An Elkhart #ST-194 Elk-o-Lite quad stacked deluge tips will be provided with a 282 A Elkhart stream shaper. Tip sizes will be 1.375", 1.50", 1.75" and 2.0"
0005072		Deluge Mount, 3" ANSI 4 Bolt Flange	The deluge riser will have a 3.00" four (4)-bolt flange for mounting the monitor.
0029167		Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap	CROSSLAY HOSE BEDS Two (2) crosslays with 1.50" outlets will be provided. Each bed to be capable of carrying 200' of 1.75" double jacketed hose and will be plumbed with 2.00" i.d. pipe and gated with a 2.00" quarter turn ball valve. 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 crosslay controls will be at the pump operator's panel. The center crosslay dividers will be fabricated of 0.25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish. Vertical scuffplates constructed of stainless steel will be provided at the front and rear ends of the bed on each side of vehicle. Crosslay bed flooring will consist of removable perforated brushed aluminum.
0092183		Deadlay(s) No Plumbing, Spl Capacity,	DEADLAY HOSE BEDS One (1) deadlay bed, without plumbing, will be provided above the pump compartment capable of carrying 400' x 1.50" (rubber jacket). 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. Deadlay bed flooring will consist of removable perforated brushed aluminum.
0029260		Not Required, Speedlays	
0500535		Not Required, Hose Restraint, Crosslay/Speedlay	

0567918	Cover, Crosslay, Hinged Alum Treadplate, Weighted Vinyl Flaps on Sides, Cords	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. A black vinyl cover permanently attached to the aluminum treadplate cover will be provided over each end of the crosslay hose beds. The cover will have bungee cords attached at each lower corner. The bottom of the flaps will be weighted with a chain.
0034554	SP Crosslays, 6.00" Lower Than Standard	CROSSLAY 6.00" LOWER THAN STD The crosslays will be lowered 6.00" from standard.
0005216	Reel, Booster, Aluminum - Over Pump, Left	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.
0011060	Switch, Reel Rewind - One at Pump Panel	Reel motor will be protected from overload with a circuit breaker rated to match the motor. An electric rewind control switch will be installed on the reel side pump panel.
0540028	SP Hose, Booster - 150' of .75" Niedner ReelTex	Neidner ReelTex booster hose, .75" diameter and 150 feet, will be provided. Working pressure of the booster hose will be a minimum of 600 psi. The Booster hose will be located: in the cargo compartment on the DS
0050051	Capacity, Hose Reel 150' of .75"	Capacity of the hose reel will be 150 feet of .75" booster hose.
0007428	Nozzle for Booster Reel Not Req'd	
0774720	SP Foam Sys, Waterous, Aquis 3 (Single Agent)	FOAM CONCENTRATE PROPORTIONING SYSTEM A Waterous Aquis 3.0 electronic, direct injection foam system will be provided as the means for the proportioning of foam concentrate into the water stream. This system will be a single agent system capable of handling Class A foam concentrates, as well as most Class B foam concentrates. The foam system will be plumbed to seven (7) discharges. The discharges capable of dispensing foam will be DS pump panel 1.50", PS pump panel 2.50", both crosslays, PS rear body 2.50", PS hosebed 2.50", and the booster reel. The foam proportioning system operation will be based on a direct measurement of water flows, and remain consistent within the specified flow and pressure. The system will be equipped with a digital electronic control display on the pump panel. Incorporated within the control display will be a microprocessor, which receives input from the system flow meter while also monitoring the foam concentrate pump output. The microprocessor will compare the values of the water flow versus the foam flow, to ensure the proportion rate is accurate. One (1) paddle wheel will be installed to monitor all foam discharges. Push button control for the class "A" foam proportioning rate will allow a ratio from 0.1 percent to 1.0 percent, in 0.1 percent increments adjustable from the electronic control head. Push button control for the class "B" foam proportioning rate will allow a ratio for 1.0, 3.0 or 6.0 percent increments adjustable from the control head. A 3 gpm @ 150 psi positive displacement triplex plunger pump will be powered by a 0.5 hp 12 vdc electric motor. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump. The check valve will be approved by the foam system manufacturer.
0012126	Not Required, CAF Compressor	
0771139	Foam Refill Pump, Waterous FoamFill, Single Cell/Tank	FOAM TANK REFILL SYSTEM, SINGLE CELL/TANK A Waterous foam cell/tank foam refill system will be provided for the single agent foam system. The foam refill pump will deliver a maximum flow of 10 gpm of foam concentrate. The foam refill pump will be plumbed to the single agent foam cell/tank allowing the end user to refill the foam cell/tank from the ground. A 1.00" female quick disconnect fitting and dust cap will be provided. A three-way fill/flush valve will be provided to allow the operator to easily flush the system after each use. A foam refill control panel will be provided. The Waterous foam fill connections and control panel will be located on the Left Pump Panel pump panel. One (1) 6ft long, 1.00" ID, foam pick-up wand with reinforced hose and mating 1.00" male quick disconnect fitting will be provided in loose equipment.

0005446	Foam Cell, 20 Gallon, Not Reduce Water	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.
0091036	Drain, 1.00" Foam Tank #1	FOAM TANK DRAIN The foam tank drain will be a 1.00" drain valve located inside the pump compartment accessible through a door on the right side pump panel.
0091079	Not Required, Foam Tank #2	
0091112	Not Required, Foam Tank #2 Drain	
0005498	Pump House, Side Control, 52"	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. PUMP CONTROL PANELS (Side Control) All pump controls and gauges will be located at the left side of the apparatus and properly marked. The pump panel on the right side will be removable with lift and turn type fasteners. The left 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.
0594577	Pump Panel Configuration, Match Previous Unit, as Close as Possible	PUMP PANEL CONFIGURATION The left side and right side pump panel configurations will match those on 30272 . Option differences may be evident and an identical match is not possible. An as close as possible similarity will be the intent.
0005525	Material, Pump Panels, Side Control Brushed Stainless	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.
0547283	SP Panel, Pump Access, Right Side Only, Split Panel, "Southern Marin"	The right side pump panel shall be split horizontally with the top section of the panel above the outlets removable and fastened with swell latches. The panel shall be configured so that the panel will open fully without having to remove any items (Flood lights on the back of the cab etc. If the hinged panel needs to be smaller than normal to achieve this the customer is ok with this. The lower section of the panel shall be fastened with 1/4" stainless steel truss head screws.
0035501	Pump House Structure, Std Height	
0583824	Light, Pump Compt, Wln 3SC0CDCR LED White	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.

0586382	Gauges, Engine, Included With Pressure Controller	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
0005601	Throttle Included w/ Pressure Controller	
0549333	Indicators, Engine, Included with Pressure Controller	
0005625	Gauge, Fuel	- Fuel Gauge
0080713	Control, Air Horn At Pump Panel w/Red Button, Labeled "Evacuation"	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".
0058796	Gauge Panel, Vertically Hinged	HINGED GAUGE PANEL The pump gauge panel will be vertically hinged with quarter turn lift and turn latches for access.
0533671	Gauge Panel, Hinged at Bottom	HINGED GAUGE PANEL The pump gauge panel will be hinged at the bottom with quarter turn lift and turn latches for access.
0001493	Tag, Special Wording, Discharge	SPECIAL LABEL There will be twelve (12) special label/s provided and installed NO. 1 CROSSLAY NO. 2 CROSSLAY DELUGE PASSENGER FHB PRECONNECT PASSENGER REAR DISCHARGE REEL DISCHARGE 1.50" DS DISCHARGE NO. 1 DS DISCHARGE NO. 2 PS DISCHARGE NO. 3 DS DISCHARGE PS LARGE DIAMETER DISCHARGE 1 PS LARGE DIAMETER DISCHARGE 2 . Each label will be worded as follows, PRECONNECT #1 PRECONNECT #2 DECK GUN OFFICER'S SIDE HOSEBED OFFICER'S SIDE REAR DISCHARGE HOSE REEL DISCHARGE 5 DISCHARGE 1 DISCHARGE 6 DISCHARGE 2 DISCHARGE 3 DISCHARGE 4.
0511078	Gauges, 4.00" Master, Class 1, 30"-0-600psi	VACUUM AND PRESSURE GAUGES The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©. The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#. Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut. The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel. Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They will be marked with a label. This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.
0511100	Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	PRESSURE GAUGES The individual "line" pressure gauges for the discharges will be Class 1© interlube filled. They will be a minimum of 2.00" in diameter and have white faces with black lettering. Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut. Gauges will have a pressure range of 30"-0-400#. The individual pressure gauge will be installed as close to the outlet control as practical. This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.
0536428	Gauge, Water Level, Pierce, In pressure Controller	WATER LEVEL GAUGE An electric water level gauge will be incorporated in the pressure controller that registers water level by means of 9 LEDs. They will be at 1/8 level increments with a tank empty LED. The LEDs will be a bright type that is readable in sunlight, and have a full 180-degree of clear viewing. To further alert the pump operator, the gauge will have a warning flash when the tank volume is less than 25%, and will have "Down Chasing LEDs when the tank is almost empty. The level measurement will be ascertained by sensing the head pressure of the fluid in the tank or cell.

0060753	Water Level Gauge, WIn PSTANK, LED 1-Light, 4-Level	<p>WATER LEVEL GAUGE</p> <p>There will be two (2) additional water level indicator, Whelen®, Model PSTANK, LED module installed one (1) each side rearward of crew cab doors.</p> <p>This light module will include four (4) colored levels, and function similar to the water level indicator located at the operators panel:</p> <p>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 battery switch is on.</p>
0062992	Gauge, Foam Level, (1) Tank, Class 1, 5lt	<p>FOAM LEVEL GAUGE</p> <p>An electronic foam level gauge will be provided on the operator's panel that registers foam level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The foam level indicators will be as follows:</p> <p>100 percent = Green 75 percent = Yellow 50 percent = Yellow 25 percent = Yellow Refill = Red</p> <p>The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the foam tank is empty.</p> <p>The level measurement will be based on the sensing of head pressure of the fluid in the tank. The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from foam and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The display will be able to be calibrated in the field and will measure head pressure to accurately show the tank level.</p>
0593161	Light Shield, S/S LED	<p>LIGHT SHIELD</p> <p>There will be a polished, 16 gauge stainless steel light shield installed over the pump operator's panel.</p> <p>There will be 12 volt DC white LED lights installed under the stainless steel light shield 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.</p> <p>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.</p> <p>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.</p>
0682498	Light Shield/Step 8", PS LED, P25 LED Stp Lt	<p>ADDITIONAL STEP/LIGHT SHIELD</p> <p>There will be an additional aluminum treadplate stepping surface no less than 8.00" deep and properly reinforced to support a man's weight, installed over the passenger's side pump panel.</p> <p>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.</p> <p>There will be one (1) white LED, step light provided above the 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.</p>
0508020	Air Horn, (1) Hadley, 6" Round, In Bumper	<p>AIR HORN SYSTEM</p> <p>One (1) Hadley round air horn with 6.00" bell will be recessed in the front bumper. The air horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.</p>
0606839	Location, Air Horn, Bumper, Left Side, Outside Frame, Inboard (Pos #6)	<p>Air Horn Location</p> <p>The air horn will be located on the left side of the bumper, just outside of the frame rail.</p>
0006063	Control, Air Horn, Horn Ring, PS Foot Sw	<p>AIR HORN CONTROL</p> <p>The air horns will be actuated by a foot switch on the officer's side 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.</p>
0688049	Siren, Federal EQ2B-200, 200 Watt	<p>ELECTRONIC SIREN</p> <p>There will be a Federal, Model EQ2B-200, electronic siren with noise canceling microphone provided.</p> <p>This siren to be active when the battery switch is on and that emergency master switch is on.</p>

0510206	Location, Elect Siren, Recessed Overhead In Console	Electronic siren head will be recessed in the overhead console above the engine tunnel in the center.
0006150	Control, Elec Siren, DS & PS Foot Sw	Siren will be actuated by two (2) foot switches, one (1) located on the officer's side and one (1) on the driver's side.
0601330	Speaker, (1) Federal, ES100C w/ESFMT-EF Recess Mnt & S/S Grille	SPEAKER There will be one (1) Federal Signal DynaMax®, Model ES100, 100 watt speaker provided. The speaker will use a Federal Signal, Model ESFMT-EF, recess mount with stainless steel grille. The speaker will be connected to the siren amplifier.
0601555	Location, Speaker, Frt Bumper, Recessed, Left Side, Outside Frame, Outbrd (Pos 7)	The speaker will be recessed in the left side of the front bumper, towards the outside.
0792069	SP Lightbar, WIn, Freedom IV-D, 72", ARRRRRW_srsr_WRRRRRA	FRONT ZONE UPPER WARNING LIGHTS There will be a 72.00" Whelen® Freedom™ IV lightbar mounted on the cab roof. The lightbar will include the following: One (1) amber flashing LED module in the driver's side rear corner position. One (1) red flashing LED module in the driver's 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) red flashing LED module in the driver's side third front position. One (1) white flashing LED module in the driver's side fourth front position. Open in the driver's side fifth front position. One (1) red steady burning LED module in the driver's side front center position. One (1) red steady burning LED module in the passenger's side front center position. Open in the passenger's side fifth front position. One (1) white flashing LED module in the passenger's side fourth front position. One (1) red 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 end position. One (1) amber flashing LED module in the passenger's side rear corner position. There will be clear lenses included on the lightbar. There will be a switch in the cab on the switch panel to control the red and white LEDs. There will be a switch in the cab on the switch panel to control the amber LEDs. The white flashing LEDs will be deactivated when the parking brake is applied. The six (6) red flashing LED modules in the front positions and the two (2) amber flashing LED modules in the rear corner positions may be load managed when the parking brake is applied.
0540384	Lights, Front Zone, WIn M6°C LED, Clear Lens, in Common Bzl	LIGHTS, FRONT ZONE LOWER Two (2) Whelen model M6°C LED flashing warning lights will be installed on the cab face above the headlights, in a common bezel with the directional lights. The driver's side front warning light to be red. The passenger's side front warning light to be red. Both lights will include a clear lens. There will be a switch located in the cab on the switch panel to control the lights.
0558676	Daytime Running Lights, Headlights, Qtm, Vel/Imp, Enf/AXT-MUX, DCF (Low Beam)	DAYTIME RUNNING LIGHTS (HEADLIGHTS) The low-beam headlights used as daytime running lights will be activated with the following measures: Ignition switch is turned on. Parking brake is released. These lights will be deactivated with any one of the following measures: Headlight switch is turned on. High-beam flash is turned on. Parking brake is set.
0653937	Flasher, Headlight Alternating	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.

0540679	Lights, Side Zone Lower, Wln M6*C LED, Clear Lens 2pr	SIDE ZONE LOWER LIGHTING There will be four (4) Whelen®, Model M6*C, flashing LED warning lights with chrome trim installed per the following: Two (2) lights, one (1) each side on the front cab corner. The side front 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 a clear lenses. There will be a switch in the cab on the switch panel to control the lights.
0505919	Lights, Side, Wln TIR3, LED, RS*03ZCR Horizontal, Clear Lens, Crm Flng 1st	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, D3, P1 and P3. The color of the lights will be amber. 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.
0564655	Lights, Rear Zone Lower, Wln M6*C LED, Clear Lens, For Tail Lt Housing	REAR ZONE LOWER LIGHTING There shall be two (2) Whelen®, Model M6*C, LED flashing warning lights located at the rear of the apparatus. The driver's side rear light to be amber The passenger's side rear light to be red Both lights will include a lens that is clear. There will be a switch located in the cab on the switch panel to control the lights.
0594099	Light, Rear Zone Upper, Wln L31H*F LED Beacon, Red DS/Amber PS	REAR OF HOSE BED WARNING LIGHTS There will be two (2) Whelen, Model L31H*F, LED warning beacons provided at the rear of the truck, located one (1) each side. The color of the driver side LED light will be red and the passenger side LED light will be amber. The dome colors will be both domes clear. There will be a switch located in the cab on the switch panel to control the beacons.
0006551	Not Required, Lights, Rear Upper Zone Blocking	
0016621	Mtg, Rear Warn Lts, LS Compt Top, RS S/S low mount	The left side rear warning light will be mounted on top of the compartmentation with all wiring totally enclosed. The clearance/marker light will be mounted to the side of the compartment ridge. The right side rear warning light will be mounted on a low mount stainless steel bracket with all wiring totally enclosed. This brackets will also support the clearance/marker light. The rear deck lights will be mounted on the beavertail flange to keep the overall height as low as possible.
0791457	Light, Traffic Directing, Wln TANF85, 45.12" Long LED	TRAFFIC DIRECTING LIGHT There will be one (1) Whelen®, Model TANF85, 45.12" long x 2.37" high x 2.37" 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 controller will be energized when the battery switch is on. The auxiliary flash not activated.
0529858	Location, Traf Dir Lt, Recessed Within Troplt Step	This traffic directing light will be recessed within a treadplate step at the rear of the apparatus.
0530282	Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.
0589985	Inverter, Vanner Bravo QBC10-12/120-60G,1050W - Derated to 800W Loc Feature	INVERTER / BATTERY CHARGER A Vanner Model Bravo 1050 model QBC10-12/120-60G inverter will be provided. The inverter will provide a de-rated 800 continuous watts of 120 VAC modified sine wave power to operate lights, tools and appliances. The inverter will be connected to the batteries through proper fusing and also to shoreline AC power. An auto transfer switch will be included allowing AC loads connected to the inverter to be powered from the battery whenever shoreline AC power is not available. If shoreline AC power is available, the AC loads connected to the inverter will be powered through the shoreline connection. The inverter will be mounted in the LS3 (as high as possible against front bulkhead wall) and have adequate ventilation. A master on/off switch will be provided on the pump panel.
0015829	Circuit Breaker Panel with Inverter	CIRCUIT BREAKER PANEL A circuit breaker panel will be installed in the LS3 (as high as possible against front bulkhead wall). A directory for each breaker will be provided adjacent to the circuit breaker panel. Identification of circuits will be done in a durable manner that provides years of service.

0036622	Receptacle, 20A 120V 3-Pr 3-Wr SB Dup, GFCI, Wtrprf	<p>120 VOLT RECEPTACLE</p> <p>There will be two (2), 20 amp 120 volt AC three (3) wire straight blade duplex GFCI receptacle(s) with waterproof flip up cover(s) installed DS and PS pump panel. The NEMA configuration for the receptacles will be 5-20R.</p> <p>The receptacle(s) will be powered from the on board generator.</p> <p>There will be a label installed near the receptacle(s) that state the following:</p> <p>Line Voltage Current Rating (amps) Phase Frequency Power Source</p>
0519934	Not Required, Brand, Hydraulic Tool System	
0649753	Not Required, PTO Driven Hydraulic Tool System	
0007150	Bag of Nuts and Bolts	<p>LOOSE EQUIPMENT</p> <p>The following equipment will be furnished with the completed unit:</p> <ul style="list-style-type: none"> - One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.
0602516	NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	<p>NFPA REQUIRED LOOSE EQUIPMENT PROVIDED BY FIRE DEPARTMENT</p> <p>The following loose equipment as outlined in NFPA 1901, 2016 edition, section 5.9.3 and 5.9.4 will be provided by the fire department.</p> <ul style="list-style-type: none"> 800 ft (60 m) of 2.50" (65 mm) or larger fire hose. 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose. One (1) handline nozzle, 200 gpm (750 L/min) minimum. Two (2) handline nozzles, 95 gpm (360 L/min) minimum. One (1) smoothbore of combination nozzle with 2.50" shutoff that flows a minimum of 250 gpm. One (1) SCBA complying with NFPA 1981 for each assigned seating position, but not fewer than four (4), mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer. One (1) spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space(s). One (1) first aid kit. Four (4) combination spanner wrenches. Two (2) hydrant wrenches. One (1) double female 2.50" (65 mm) adapter with National Hose threads. One (1) double male 2.50" (65 mm) adapter with National Hose threads. One (1) rubber mallet, for use on suction hose connections. Two (2) salvage covers each a minimum size of 12 ft x 14 ft (3.7 m x 4.3 m). One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, <i>Standard for High Visibility Public Safety Vests</i>, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front. Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band. Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities. One (1) automatic external defibrillator (AED). Four (4) ladder belts meeting the requirements of NFPA 1983, <i>Standard on Fire Service Life Safety Rope and System Components</i> (if equipped with an aerial device). <p>If the supply hose carried does not use sexless couplings, an additional double female adapter and double male adapter, sized to fit the supply hose carried, will be carried mounted in brackets fastened to the apparatus.</p> <p>If none of the pump intakes are valved, a hose appliance that is equipped with one or more gated intakes with female swivel connection(s) compatible with the supply hose used on one side and a swivel connection with pump intake threads on the other side will be carried. Any intake connection larger than 3.00" (75 mm) will include a pressure relief device that meets the requirements of 16.6.6.</p> <p>If the apparatus does not have a 2.50" National Hose (NH) intake, an adapter from 2.50" NH female to a pump intake will be carried, mounted in a bracket fastened to the apparatus if not already mounted directly to the intake.</p> <p>If the supply hose carried has other than 2.50" National Hose (NH) threads, adapters will be carried to allow feeding the supply hose from a 2.50" NH thread male discharge and to allow the hose to connect to a 2.50" NH female intake, mounted in brackets fastened to the apparatus if not already mounted directly to the discharge or intake.</p>
0602407	Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	<p>SOFT SUCTION HOSE PROVIDED BY FIRE DEPARTMENT</p> <p>NFPA 1901, 2016 edition, section 5.8.2.1 requires a minimum of 20' of suction hose or 15' of supply hose will be carried.</p> <p>Hose is not on the apparatus as manufactured. The fire department will provide suction or supply hose.</p>
0027023	No Strainer Required	

0602538	Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	<p>DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT NFPA 1901, 2016 edition, section 5.9.4 requires one (1) approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus. The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.</p>
0602360	Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	<p>WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT NFPA 1901, 2016 edition, section 5.9.4 requires one (1) 2.5 gallon or larger water extinguisher mounted in a bracket fastened to the apparatus. The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.</p>
0602679	Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	<p>FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) flathead axe mounted in a bracket fastened to the apparatus. The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.</p>
0602667	Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	<p>PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) pickhead axe mounted in a bracket fastened to the apparatus. The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.</p>

PROPOSAL NO. 81217118

PAINT - BODY PAINTED TO MATCH CAB

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.

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.

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.

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.

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.

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.

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 manufacturer.

Each batch of basecoat color is checked for a proper match before painting of the cab and the body. After the cab and body are painted, the color is verified again to make sure that it matches the color standard. Electronic color measuring equipment is used to compare the color sample to the color standard entered into the computer. Color specifications are used to determine the color match. A Delta E reading is used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

Pierce Manufacturing paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) meet or exceed the Cadillac/General Motors GMW45777 global paint requirements. Orange peel levels meet or exceed the #6 A.C.T. standard in critical areas. These requirements are met in order for the exterior paint finish to be considered acceptable. The Pierce Manufacturing written paint standards will be available upon request.

The cab will be two-tone, with the roof section painted PPG White 2185 (Pierce White #252) and lower section of the cab and body painted PPG Red 911659 (Pierce Red #90).

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 Assy, With Liner, E-Coat, Standard

PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly will be finished with primer and gloss paint to match the lower job color before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be painted are:

- Frame rails
- Frame liners
- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Air tanks
- Steel fuel tank
- Castings

Individual piece parts used in chassis and body assembly

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails
- Two (2) frame liners

The E-coat process will meet the technical properties shown.

FILM TECHNICAL PROPERTIES		
PROPERTY	TEST METHOD	PERFORMANCE
Color	-	Black
Film Thickness	-	0.5 - 1.5 Mils
Gloss - 60 Degree	ASTM D523	65 - 85
Pencil Hardness	ASTM D3363	2H Minimum
Direct Impact	ASTM D2794	100 in. - lbs. Minimum
Reverse Impact	ASTM D2794	60 in. - lbs. Minimum
Crosshatch Adhesion	ASTM D3359	4B - 5B
Humidity	ASTM D1735	1000 Hours Minimum
Water Immersion	ASTM D870	250 Hours Minimum
Gravelometer	GM9508P	6 Minimum
Throwpower	GM9535P	12 - 15 in.
Cold rolled steel lab panels. Zinc Phosphate pretreatment, 0.6 mils average film thickness, cured 20 minutes @ 350°F.		
PROPERTY	SUBSTRATE PRETREATMENT	SALT SPRAY* 1000 HOURS
Corrosion Resistance	CRS / Zinc Phos / Non-Chrome	1 - 2 mm
*Salt Spray - ASTM B117, cold rolled steel lab panels cured 20 minutes @ 350°F. (Average Total Scribe Creep)		

0693797 No Paint Required, Aluminum Front Wheels

0693792 No Paint Required, Aluminum Rear Wheels

0007230 Compartment, Painted, Spatter Gray **COMPARTMENT INTERIOR PAINT**

The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

0544177 Reflective Band, 2"- 6"

REFLECTIVE STRIPES

Two (2) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 2.00" white stripe at the top with a 1.00" gap, then a 6.00" white stripe on the bottom.

0007356 Reflective across Cab Face

The reflective band provided on the cab face will be at the headlight level.

0536954 Stripe, Chevron, Rear, Diamond Grade, Pumper

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.

0027341 Jog, In Reflective Stripe, Single or Multiple

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.

0017359 Stripe, Black Outline, Vinyl on Reflective Band

REFLECTIVE STRIPE OUTLINE

A black outline will be applied on the top and the bottom of the reflective band. There will be two (2) set of outline stripes required.

0544967	Stripe, Chevron, Diamond Grade, Rear Compartment, Lap, Pumpers	CHEVRON STRIPING ON REAR LAP COMPARTMENT There will be alternating chevron striping located on the rear lap door. The colors will be red and fluorescent yellow green diamond grade. Each stripe will be 6.00" in width.
0065687	Stripe, Reflective, Cab Doors Interior	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.
0594559	Lettering Specifications, (Sign Gold Process)	LETTERING The lettering will be 22 karat gold vinyl.
0685911	Lettering, Sign Gold, 4.00", (1-20)	LETTERING One (1) to twenty (20) Sign Gold lettering, 4.00" high, with outline and shade will be provided.
0685830	Lettering, Sign Gold, 2.00", (21-40)	LETTERING Twenty-one (21) to forty (40) Sign Gold lettering, 2.00" high, with outline and shade will be provided.
0685849	Lettering, Sign Gold, 3.00", Each	LETTERING There will be sign gold lettering, 3.00" high, with outline and shade provided. There will be 27 letters provided.
0686002	Lettering, Reflective, 8.00", Each	LETTERING There will be reflective lettering, 8.00" high, with outline and shade provided. There will be four (4) letters provided.
0686013	Lettering, Reflective, 6.00", Each	LETTERING There will be reflective lettering, 6.00" high, with outline and shade provided. There will be two (2) letters provided.
0686042	Lettering, Reflective, 2.00", Each	LETTERING There will be reflective lettering, 2.00" high, with outline provided. There will be 12 letters provided.
0683998	Lettering, Vinyl, 16.00", Each	LETTERING There will be non-reflective vinyl lettering, 16.00" high, with no outline or shade provided. There will be six (6) letters provided.
0645076	Plate, Painted Alum. for Lettering/Numerals	PAINTED PLATE(S) FOR LETTERING/NUMERALS There will be one (1) painted aluminum plate(s) provided for department lettering. They will be mounted Located on the D/S hosebed cover only. and will be 24"H x 88"W plate painted job color white. in size.
0684201	Emblem, Maltese Cross, Sign Gold, 9"-11", Pair	EMBLEMS There will be one (1) pair of maltese crosses, comprised of sign gold material, provided and installed (1) each on the driver and officer doors.
0666414	Emblem, Freedom Flag, Each	EMBLEM There will be two (2) emblem(s), approximately 9.00" - 11.00" wide in size, installed cab sides behind the crew cab doors as high as possible. The emblem will feature a "Flying American Flag" and an "Eagle Head".

0529225	Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	<p>FIRE APPARATUS PARTS CD MANUAL</p> <p>There will be two (2) custom parts manuals for the complete fire apparatus provided in CD format with the completed unit.</p> <p>The manuals will contain the following:</p> <ul style="list-style-type: none"> Job number Part numbers with full descriptions Table of contents Parts section sorted in functional groups reflecting a major system, component, or assembly Parts section sorted in alphabetical order Instructions on how to locate parts <p>The manuals 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.</p> <p>SERVICE PARTS INTERNET SITE</p> <p>The service parts information included in these manuals are also available on the factory 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.</p>
0531636	Manual, Two (2) CD, Chassis Service, Custom	<p>CHASSIS SERVICE CD MANUALS</p> <p>There will be two (2) CD format chassis service manuals containing parts and service information on major components provided with the completed unit.</p> <p>The manual will contain the following sections:</p> <ul style="list-style-type: none"> Job number Table of contents Troubleshooting Front Axle/Suspension Brakes Engine/Tires Wheels Cab Electrical, DC Air Systems Plumbing Appendix <p>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.</p>
0531638	Manual, Two (2) CD, Chassis Operation, Custom	<p>CHASSIS OPERATION CD MANUALS</p> <p>There will be two (2) CD format chassis operation manuals provided.</p>
0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	<p>ONE (1) YEAR MATERIAL AND WORKMANSHIP</p> <p>A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.</p>
0696698	Warranty, Engine, Cummins, 5 Year, WA0181	<p>ENGINE WARRANTY</p> <p>A Cummins five (5) year limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.</p>
0684953	Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	<p>STEERING GEAR WARRANTY</p> <p>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.</p>
0596017	Warranty, Frame, 50 Year, Custom Chassis, WA0013	<p>FIFTY (50) YEAR STRUCTURAL INTEGRITY</p> <p>The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.</p>
0595698	Warranty, Axle, 3 Year, TAK-4, WA0050	<p>FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY</p> <p>The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.</p>
0777368	Warranty, Axle, 2 Year, Meritor, General Service, WA0328	<p>REAR AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY</p> <p>A Meritor axle limited warranty certificate, WA0046, is included with this proposal.</p>
0652758	Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	<p>ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY</p> <p>A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.</p>
0019914	Warranty, Structure, 10 Year, Custom Cab, WA0012	<p>TEN (10) YEAR STRUCTURAL INTEGRITY</p> <p>The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.</p>

0595813	Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	TEN (10) YEAR PRO-RATED PAINT AND CORROSION A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.
0524627	Warranty, Electronics, 5 Year, MUX, WA0014	FIVE (5) YEAR MATERIAL AND WORKMANSHIP The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.
0695416	Warranty, Pierce Camera System, WA0188	CAMERA SYSTEM WARRANTY A Pierce fifty four (54) monthwarranty will be provided for the camera system.
0647720	Warranty, Pierce LED Strip Lights, WA0203	COMPARTMENT LIGHT WARRANTY The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.
0046369	Warranty, 5-year EVS Transmission, Standard Custom, WA0187	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.
0685945	Warranty, Transmission Cooler, WA0216	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.
0688798	Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	WATER TANK WARRANTY A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.
0596025	Warranty, Structure, 10 Year, Body, WA0009	TEN (10) YEAR STRUCTURAL INTEGRITY The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.
0693127	Warranty, Gortite, Roll-up Door, 6 Year, WA0190	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.
0063510	Warranty, Pump, Waterous, 5 Year Parts, WA0225	PUMP WARRANTY A Waterous pump limited warranty certificate, WA0225, is included with this proposal.
0648675	Warranty, 10 Year S/S Pumping, WA0035	TEN (10) YEAR PUMP PLUMBING WARRANTY The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.
0641372	Warranty, Foam System, Not Available	
0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	TEN (10) YEAR PRO-RATED PAINT AND CORROSION A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.
0595412	Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	ONE (1) YEAR MATERIAL AND WORKMANSHIP The Pierce graphics fading and deterioration limited warranty limited warranty certificate, WA0168, is included with this proposal.
0683627	Certification, Vehicle Stability, CD0156	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.

0777618	Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2017,CD0155/CD0158	<p>ENGINE INSTALLATION CERTIFICATION</p> <p>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.</p>
0686786	Certification, Power Steering, CD0098	<p>POWER STEERING CERTIFICATION</p> <p>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.</p>
0631980	Certification, Cab Integrity, Saber FR/Enforcer, CD0130	<p>CAB INTEGRITY CERTIFICATION</p> <p>The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of 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:</p> <ul style="list-style-type: none"> - 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 <p>The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons.</p> <ul style="list-style-type: none"> - Side Impact <p>The same cab will be subjected to dynamic preload where a 13,275-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.</p> <ul style="list-style-type: none"> - Frontal Impact <p>The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.</p> <ul style="list-style-type: none"> - Additional Frontal Impact <p>The same cab will withstand a frontal impact of 65,200 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)</p> <p>The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.</p>
0631973	Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	<p>CAB DOOR DURABILITY CERTIFICATION</p> <p>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.</p>
0631978	Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	<p>WINDSHIELD WIPER DURABILITY CERTIFICATION</p> <p>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 <i>Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles</i>. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.</p>
0631974	Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	<p>ELECTRIC WINDOW DURABILITY CERTIFICATION</p> <p>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.</p>
0631977	Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	<p>SEAT BELT ANCHOR STRENGTH</p> <p>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.</p> <p>SEAT MOUNTING STRENGTH</p> <p>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, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.</p>

0631976	Certification, Cab Heater and Defroster, Saber FR/Enforcer, CD0131	<p>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. <i>The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.</i></p> <p>CAB HEATER CERTIFICATION <i>Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. The cab heaters will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.</i></p>
0631971	Certification, Cab Air Conditioning Performance, Saber FR/Enforcer, CD0135	<p>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 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria.</p>
0545073	Amp Draw Report, NFPA Current Edition	<p>AMP DRAW REPORT The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system. The manufacturer of the apparatus will provide the following: Documentation of the electrical system performance tests. A written load analysis, which will include the following: The nameplate rating of the alternator. The alternator rating under the conditions specified per: Applicable NFPA 1901 or 1906 (Current Edition). The minimum continuous load of each component that is specified per: Applicable NFPA 1901 or 1906 (Current Edition). Additional loads that, when added to the minimum continuous load, determine the total connected load. Each individual intermittent load. All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).</p>
0002758	Amp Draw, NFPA/ULC Radio Allowance	
0799248	Appleton/Florida BTO	
0000018	PUMPER, 2ND GEN	
0000012	PIERCE CHASSIS	
0004713	ENGINE, OTHER	
0046395	EVS 3000 Series TRANSMISSION	
0020011	WATEROUS PUMP	
0020009	POLY TANK	
0028048	FOAM SYSTEM	
0020006	SIDE CONTROL	
0020008	ELKHART VALVES	
0020015	ABS SYSTEM	
0658751	Manufacturing Attribute	

PROPOSAL NO. 81217-18



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	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. 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

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.

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

Waterous Five-Year Limited Warranty

WATEROUS warrants, to the original Buyer only, that products manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the date the product is first placed in service, or five and one-half (5-1/2) years from the date of shipment by WATEROUS, whichever period shall be the first to expire; provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS' plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax, email, or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

- (a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, use in non-firefighting applications, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;
- (b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;
- (c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent;
- (d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation; and
- (e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL WATEROUS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

- (a) the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or
- (b) the repair of such product or part, or
- (c) the refund or crediting to Buyer of the net sales price of the defective product or part.

BUYER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.

Waterous Company
125 Hardman Avenue South
South St. Paul, MN 55075 USA
www.waterousco.com



F-2113 (07/17/12)



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

One (1) Year Material and Workmanship Graphics Fading and Deterioration

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 graphic lamination shall be free from defects in material workmanship, fading, and deterioration.
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:	One (1) Year
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).

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.

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.



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: See Also Paragraphs 2 thru 4	<p>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</p> <p>Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25%</p> <p>Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25%</p> <p>Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10%</p> <p>Corrosion Perforation 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: See Also Paragraphs 2 thru 4	<p>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</p> <p>Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25%</p> <p>Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25%</p> <p>Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10%</p> <p>Corrosion Perforation 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

Lifetime Fifty (50) Year Structural Integrity

Custom Chassis Frame

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 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

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	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. 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

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.



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:

Table with 2 columns: Label (Coverage, Warranty Begins, Warranty Period Ends After, Conditions and Exclusions) and Description (Stainless steel piping shall be free from structural failures... The date of the original purchase invoice... Ten (10) Years - or - 100,000 Miles... Pierce's obligation under this warranty is limited to repairing or replacing without charge... This warranty does not cover the use of fluoroprotein (FP) type foam...)

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...
(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions...
(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...
(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period...

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.

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.

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.

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.

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.



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 WABCO

Safety Strong. Efficiency Smart.

Warranty
Model Year 2018 Vehicles

SIMPLER IS BETTER

Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

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How to Read Warranty Coverage (Example)

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
3	300	P

HEAVY SERVICE (VOCATIONAL) 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
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- 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

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile

Meritor WABCO Components¹

ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	3/300/P&L
Roll Stability Control (RSC)	3/300/P&L
Air Dryers (ALL)	1/100/P&L
Leveling Valves	1/100/P&L
Air Brake Valves	1/100/P&L
Emission Valves (SCR)	2/200/P&L
Clutch Controls	2/200/P&L
Air Compressors (ALL) ²	1/100/P&L
OnGuard™	3/300/P&L
OnGuardACTIVE™	3/300/P&L
OnLane™ Lane Departure Warning	3/300/P&L
Blind Spot Detection	3/300/P&L
OptiRide™	2/200/P&L
Trailer Roll Stability Support (RSS)	3/300/P&L
Trailer Control Line Filter ³	1/100/P&L
Trailer ABS Valve ³	3/300/P&L

¹ WABCO and Meritor WABCO branded components.

² 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.

³ An extended warranty of 4/400/P will be applied when a Meritor WABCO Trailer Control Line Filter is used in combination with a Meritor WABCO Trailer ABS valve.



TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All

The cost of any repairs, replacements or adjustments to a covered product due to the following: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, (b) damaged threads, (c) cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (d) damaged sensors from removal when seized in block, or associated with sensor adjustments/alignments, and (e) damage resulting from the use or installation of non-genuine Meritor WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or Meritor WABCO name plate, serial numbers or label identifying the device as a Meritor WABCO product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination out of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

Air Dryers

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

Air System Components

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, Electronic Stability Control (ESC), Roll Stability Control (RSC), OptiRide™, OnGuard™ and OnLane™, collectively “Electronics”

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues.

Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

Hydraulic Components

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

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, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX™ Software

Proper diagnostics of Meritor WABCO Electronics may require the latest version of TOOLBOX™. Additional labor due to use of an outdated version of TOOLBOX™. TOOLBOX™ software, and/or the time to purchase or install latest version of TOOLBOX™ are not covered under product warranty.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?

Meritor WABCO Vehicle Control Systems 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 will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/or service contract shall supersede Meritor WABCO's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the Meritor WABCO warranty has not expired under the terms stated above, the Meritor WABCO warranty would be in effect until its expiration date.

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 previously in this publication. 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. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized Meritor WABCO service location and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required.

To obtain warranty coverage, each Owner must notify Meritor WABCO through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor WABCO 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 WABCO directly. Failure to notify Meritor WABCO 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 WABCO as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor WABCO 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 WABCO's warranty requires that the application of products be properly approved pursuant to OEM and Meritor WABCO, approvals.

(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?

In addition to the items listed on page 7, this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of

(a) improper handling, storage, 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 WABCO, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by Meritor WABCO.

(5) Remedy.

The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor WABCO's option. Meritor WABCO reserves the right to require that all applicable covered components are available and/or returned to Meritor WABCO for review and evaluation.

(6) DISCLAIMER OF WARRANTY.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SOME STATES LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE EXTENT SUCH STATE'S LAW IS APPLICABLE TO THESE TERMS.

(7) LIMITATION OF REMEDIES.

IN NO EVENT SHALL MERITOR WABCO 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, LOST PROFITS, COSTS OF PROCUREMENT OF A SUBSTITUTE COMPONENT OR ANY OTHER LOSSES OR COSTS RESULTING FROM A COVERED COMPONENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE EXTENT SUCH STATE'S LAW IS APPLICABLE TO THESE TERMS.

(8) TIME LIMIT ON COMMENCING LEGAL ACTION.

ANY LEGAL ACTION OR CLAIM ARISING FROM OR RELATED TO THIS WARRANTY, IN CONTRACT OR OTHERWISE, MUST BE COMMENCED WITHIN ONE YEAR FROM THE ACCRUAL OF THAT CAUSE OF ACTION, OR BE BARRED FOREVER.

(9) 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 WABCO 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 WABCO service location. The dealer will inspect the vehicle and contact Meritor WABCO for an evaluation of the claim. When authorized by Meritor WABCO, the dealer will repair or replace during the term of this warranty any defective Meritor WABCO component covered by this warranty.

(10) Entire Agreement.

This is the entire agreement between Meritor WABCO and the Owner about warranty and no Meritor, Meritor WABCO employee, or dealer is authorized to make any additional warranty on behalf of Meritor WABCO unless in writing and signed by an authorized representative of Meritor WABCO.

PROPOSAL NO. 81217-18

For more information on
Meritor WABCO Warranty, call
our OnTrac Customer Service team
at 866-OnTrac1 (866-668-7221)
or visit meritorwabco.com.

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.
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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 M110PKG1 and M110SAU1 steering gears.

Freight: Pierce will collect M110PKG1 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.

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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.
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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

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.



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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BULLETIN

TO: All Dealer Service Representatives

From: Kevin Hanegraaf

DATE: January 4, 2010

RE: UPF Tank Warranty Policy – Truck in Accident

Service Topic #292



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)



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.

PROPOSAL NO. 8121718



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.

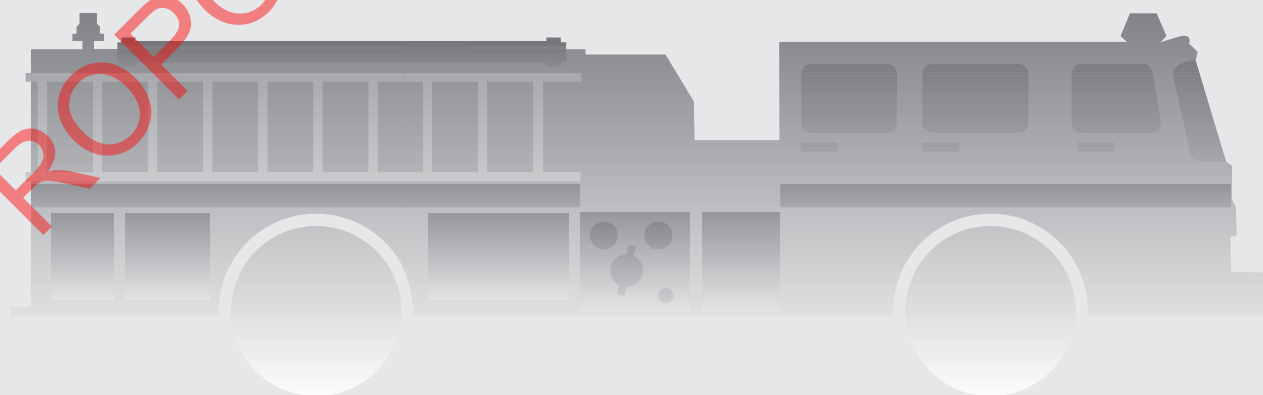


Cummins Warranty

Worldwide

Fire Apparatus/Crash Trucks

PROPOSAL NO. 81217-18



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.

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.

PROPOSAL NO. 81217-18



Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

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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.

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.

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.

MERITOR® COMMERCIAL VEHICLE SYSTEMS

WARRANTY/MODEL YEAR 2018 VEHICLES



MERITOR



PROPOSAL NO. 87277-18



WARRANTY INFORMATION CONTENTS

Effective Model Year 2018 Vehicles

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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 or by contacting Meritor at 866-OnTrac1 (866-668-7221).



LINEHAUL WARRANTY INFORMATION

Linehaul Vehicles

- Auto Hauler
- Bulk Hauler
- Chip Hauler (Truck)*
- Doubles
- Flatbed
- General Freight
- Grain Hauler
- Livestock Hauler
- Moving Van
- Pipe Hauler
- Refrigerated Freight
- Tanker
- Triples

* 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 ^{1,2}	MT-34-14X/P	RZ-166 ²
RT-46-160/P ^{1,2}	MT-40-14X/P	RZ-188
RT-46-164EH/P ^{1,2}	MT-40-14X/P	
RT-50-160/P ^{1,2}	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

¹ These models required for Chip Hauler and Linehaul warranty consideration.
² 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.

PROPOSAL NO. 312118



LINEHAUL WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
LX500 Feature ¹	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™ ²	12-Years or Wearable Life/P
EX+ Air Disc Brake™	5/500/P, 1/Unl/L

¹ Includes: bushing, seal, cam, ASA lubrication and wear coverage of 3/500/P&L.

² Based on stamped wear diameter max.

Trailer Axles

Beam and Brackets	5/500/P, 1/100/L
Wheel End Systems ¹	
Standard System ²	1/100/P&L
PreSet by Meritor ³	5/500/P&L
AxlePak5 ⁴	5P/L
AxlePak7 ⁵	7P/L

¹ Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

² When installed by Meritor.

³ Requires approved hubcap stating PreSet by Meritor on hubcap face.

⁴ When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/500P, 3/500L.

⁵ 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 Axles¹

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L
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¹ 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) ¹	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty ²	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

¹ Fastener torque coverage is limited to 2/Unl P&L when torqued by Meritor (For axle and ABS coverage, refer to appropriate product warranties.)

² "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.

PROPOSAL NO. 821718



GENERAL SERVICE WARRANTY INFORMATION

General Service Vehicles

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Chip Hauler
- Cross Country Coach
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Newspaper Delivery
- Pick-Up and Delivery
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Tour Bus
- Wrecker

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 ¹	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	

¹ 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 ¹	MS-26-616	79163
MS-17-14X	MS-23-17X	RC-23-165 ¹	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	

¹ 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 ¹
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 ¹	RZ-188

¹ 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 ¹	3/Unl/P&L
Cam P ³	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ ³	2/200/P&L
ASA	3/Unl/P
ASA ³	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™ ²	12-Years or Wearable Life/P
EX+ Air Disc Brake™	2/Unl/P&L

¹ Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.
² Based on stamped wear diameter max.
³ Applies to Tour Bus and Cross Country Coach only.

Trailer Axles

Beam and Brackets ¹	5/Unl/P, 1/Unl/L
Wheel End Systems ²	
Standard System ³	1/Unl/P&L
AxlePak ⁴	5P/L
AxlePak ⁵	7P/L

¹ 9000 Series is 3/Unl/P, 1/Unl/L
² Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
³ When installed by Meritor.
⁴ When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/500P, 3/500L.
⁵ 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 ¹	
Standard System	1/Unl/P&L
AxlePak7	7P/L
Beam and Brackets	7P/1L

¹ 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) ¹	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty ²	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 ³	5/Unl/P, 3/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)
¹ Fastener torque coverage is limited to 2/Unl P&L when torqued by Meritor
² "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.
³ Raw wood applications 3/Unl/P, 1/Unl/L

TAG/Pusher Axles

TQ, TQD, TR, TRD Beam and Brackets ¹	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.)
¹ 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)
- 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 (Refuse)
- Recycling Truck
- Residential Pick-Up (Refuse)
- 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 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 ^{1,2}	
RT-40-145/A	MT-52-616-SP	RT-70-380	
MT-44-14X/P	RT-52-185/380 ^{1,2}	MT-70-380	

¹ Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.

² 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 ³	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ ²	2/100/P&L
ASA	3/Unl/P
ASA ²	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

¹ Based on stamped wear diameter max.

² Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

³ Warranty for all non-Meritor ASAs supplied by Meritor for all Heavy Service vocations is 1/100/P.

Rear Drive Tandem – 3/Unl/P&L

RT-40-160/P/A ³
RT-46-160/P/A ^{1,3}
RT-46-164EH/P/A ^{2,3}
RT-50-160/P/A ³

¹ U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.

² Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.

³ 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 ¹	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 ¹	5/Unl/P, 3/Unl/L

¹ 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 ¹	5/Unl/P, 1/Unl/L
Wheel End Systems ²	
Standard System ³	1/Unl/P&L

¹ 9000 Series is 3/Unl/P, 1/Unl/L.

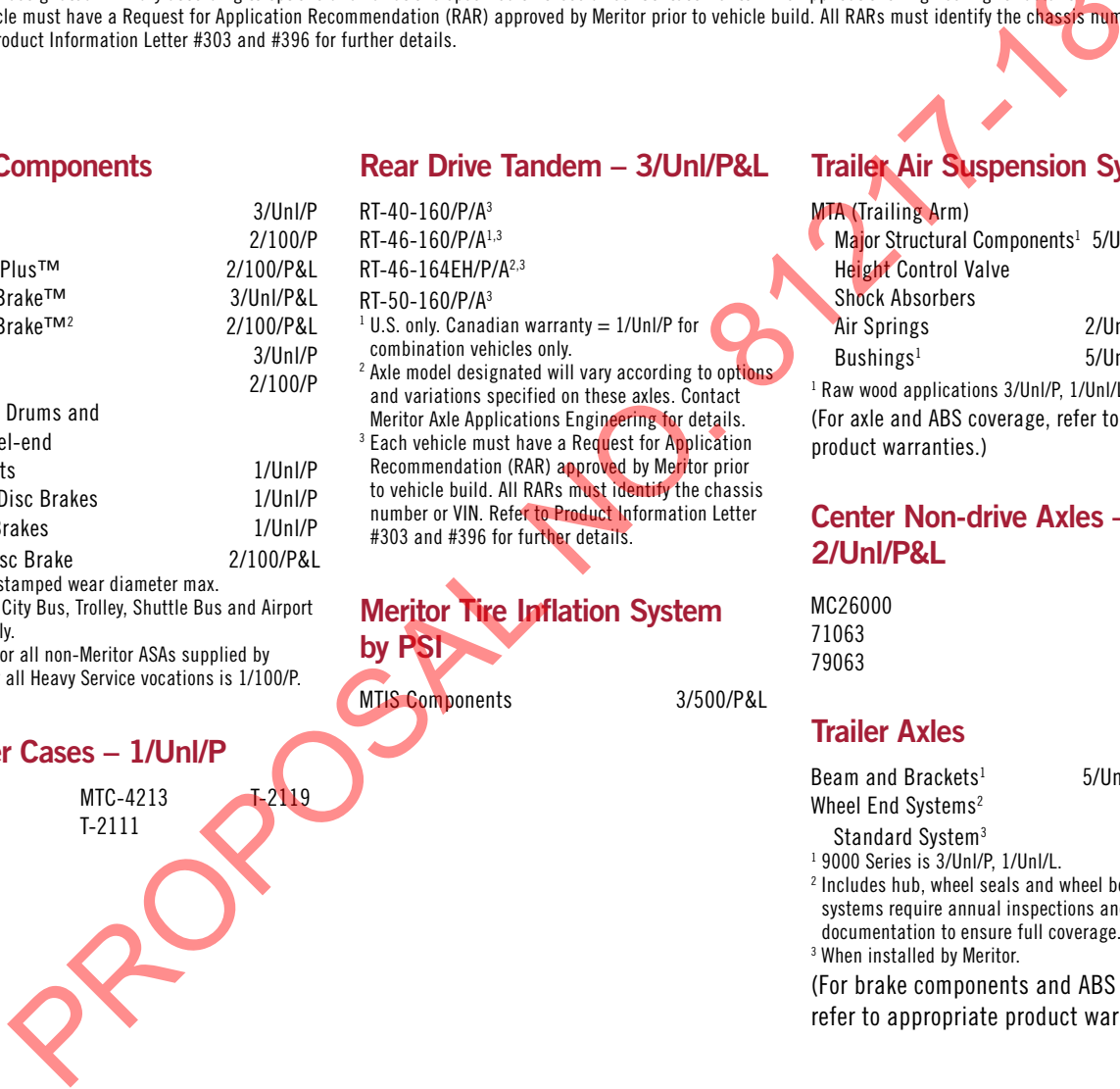
² Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

³ When installed by Meritor.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Transfer Cases – 1/Unl/P

MTC-4208	MTC-4213	T-2119
MTC-4210	T-2111	





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

Drivelines – 1/Unl/P

RPL MXL

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

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	

Planetary Axles – 1/Unl/P

MOR MOX MOC MOT

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

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





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.

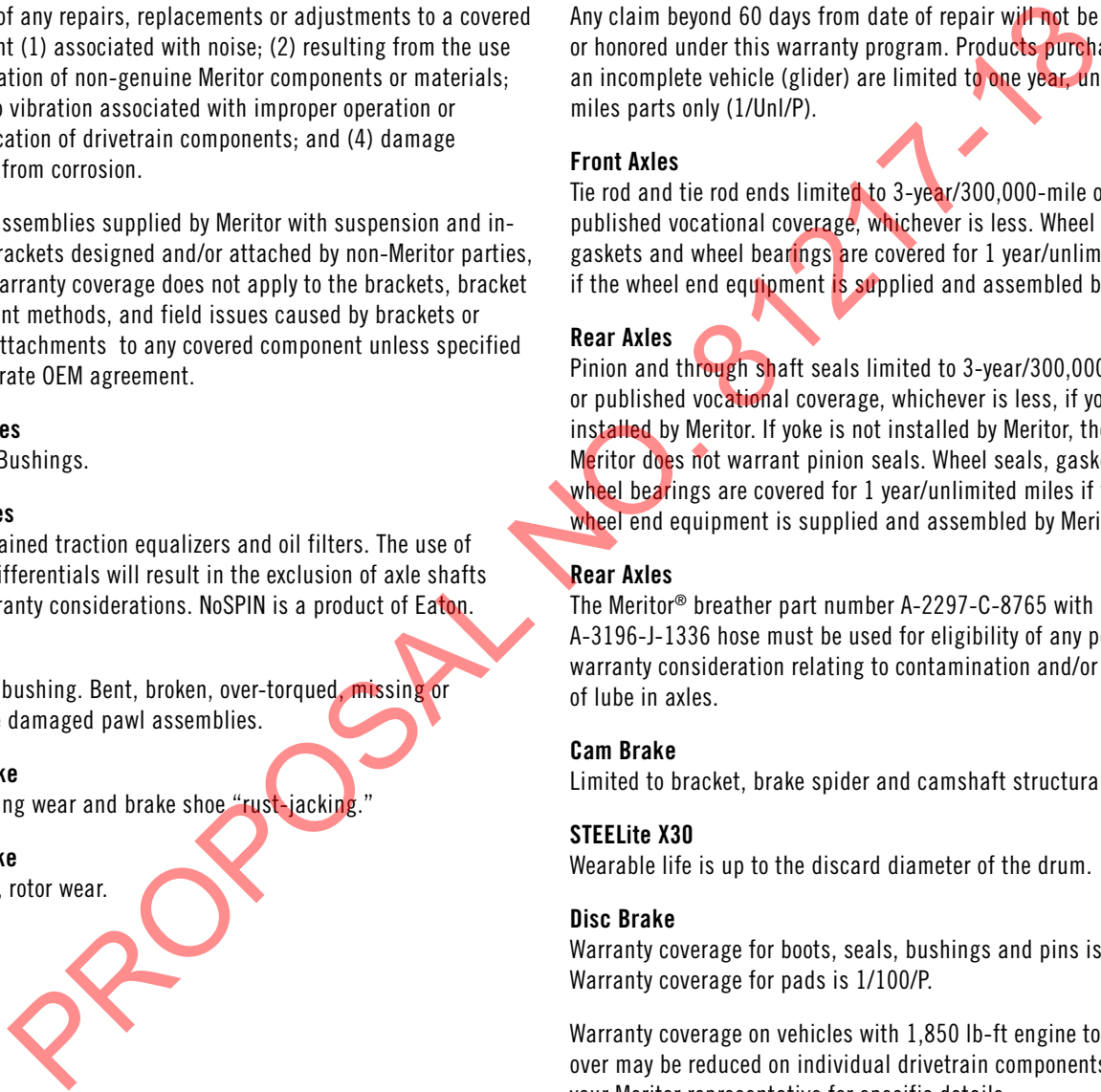
STEELite X30

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 1 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.



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Troy, Michigan 48084 USA

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or visit meritor.com

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Revised 01-17 (47865/11900)



Certification Document CD0135 Saber® FR - Enforcer™ Air Conditioning

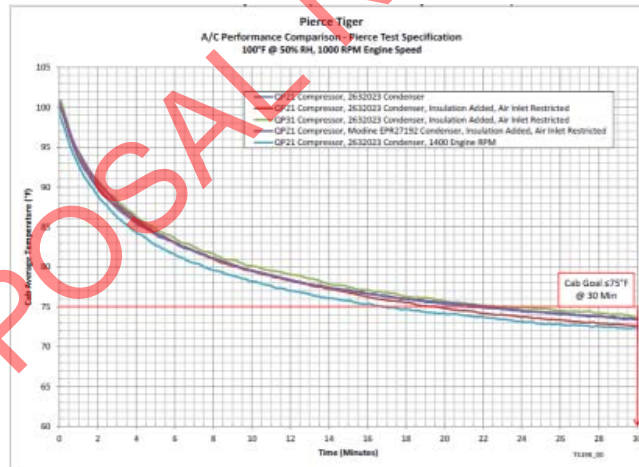
Pierce Manufacturing certifies the performance of the Saber®FR - Enforcer™ cab air conditioning system.

The air conditioning system was tested successfully in an environmental chamber.

Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. The engine speed was maintained at both 1000 and 1400 RPM to simulate both the Cummins engine and Detroit Diesel engine. Both the QP21 and QP31 compressors were tested with the controls set to maximum cooling.

The vehicle was heat soaked in the environmental chamber. All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed and the air conditioning turned on.

The average cab temperature dropped to a maximum of 73.6°F within 30 minutes in all configurations.



VALIDATION TEST: RD2455

Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY



Certification Document CD0137
Saber®FR – Enforcer™
Cab Doors

Pierce Manufacturing certifies the integrity of the Saber®FR – Enforcer™ cab doors.

Specimens representing the substantial structural configuration of the Saber®FR – Enforcer™ cab front and crew doors have been successfully tested to meet the following objectives:

OBJECTIVES:

- Survive a 200,000-cycle door slam test with a slam acceleration up to 20 g's on one representative
- Validate the assembly concept of the main structure of the door by evaluating the durability of the bonding technique.
- Evaluate components, structure, and mounting of the door during and the end of the test for fatigue and failure to ensure durability.
- Verify that the door seals function properly at the end of the test.
- Evaluate the new extrusions and castings of the cab doorframe during and at the end of the test for fatigue, failure, and deformation of seal flanges.
- Evaluate various mounting options for the electronic control module for durability during portions of the slam test.

CONCLUSIONS:

- The door structure and doorframe successfully completed a 200,000-cycle door slam test with a door slam acceleration of 20 g's.

VALIDATION TEST: RD2425

Pierce Manufacturing, Inc.

David Archer
November 18, 2014





Certification Document CD0133
Saber® FR – Enforcer™
Window Regulators

Pierce Manufacturing certifies the integrity of the Saber®FR – Enforcer™ window regulators.

Specimens representing the substantial structural configuration of the Saber®FR – Enforcer™ window regulators have been successfully tested to meet the following objectives:

OBJECTIVES:

- Electric window regulators withstand 30,000 up-down cycles.

CONCLUSIONS:

- The electric window regulators withstood 30,000 cycles without failure.

VALIDATION TEST: RD2425

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David Archer".

David Archer
Vice President of Engineering





Certification Document CD0131 Saber® FR – Enforcer™ Cab Heater & Defrost

Pierce Manufacturing certifies the performance of the Saber® FR – Enforcer™ cab heat and defroster systems.

The Saber®FR - Enforcer™ Heater and Defroster System was tested successfully in an environmental chamber.

Defrosting

Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles*.

This SAE Recommended Practice establishes uniform test procedures and performance requirements for the defrosting system of enclosed cab trucks, buses, and multipurpose vehicles. Current engineering practice prescribes that for laboratory evaluation of defroster systems, an ice coating of known thickness be applied to the windshield and left- and right-hand side windows to provide more uniform and repeatable test results, even though under actual conditions such a coating would necessarily be scraped off before driving. The test condition, therefore, represents a more severe condition than the actual condition, where the defroster system must merely be capable of maintaining a cleared viewing area.

During the test, the vehicle is cold-soaked to 0° F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared and the side windows were 75% cleared within the specified 30 minute period.



Start of Test

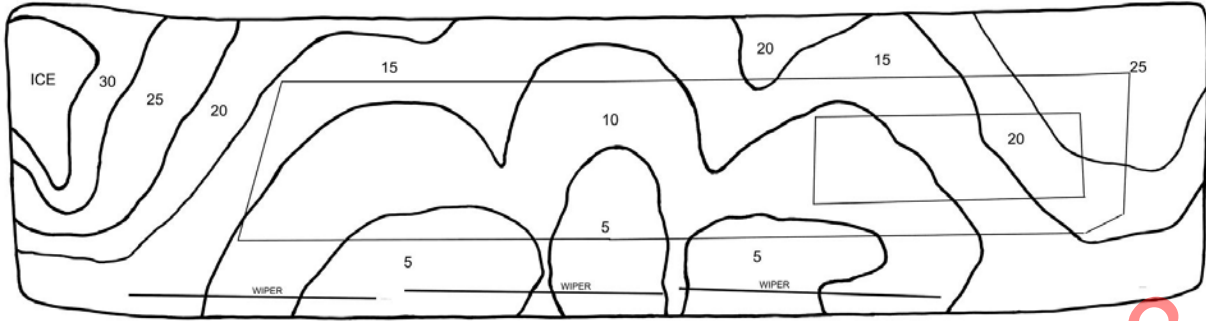


10 Minutes



30 Minutes

Defrost Results



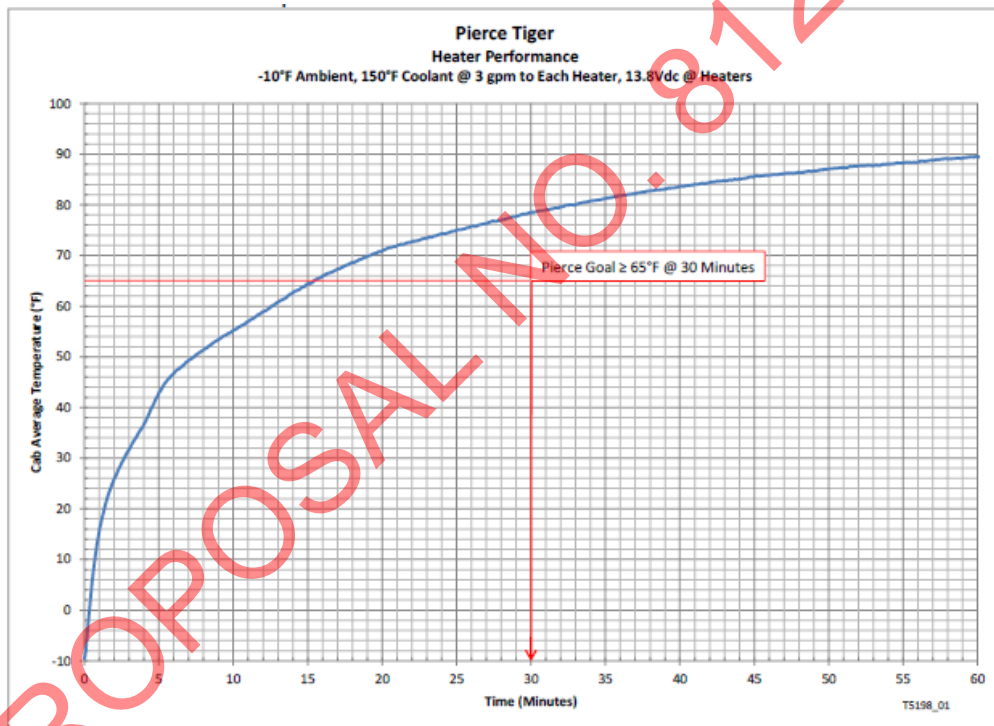
Right

Viewed From Outside

Left

Heater:

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 88.3° F from -10° F to 78.3° F within the prescribed 30 minutes. The cab was contained in a cold chamber at -10° F during the duration of the test.



VALIDATION TEST: T5198REP

Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering



Certification Document CD0134 Saber® FR – Enforcer™ Seats and Seat Belts

Pierce Manufacturing certifies the conformance of the Saber® FR – Enforcer™ cab seats and seat belts to Federal Motor Vehicle Safety Standards. Representative Saber® FR – Enforcer™ Seat and Seat Belt designs have been tested successfully in accordance with FMVSS 207.

Physical testing was performed to qualify passenger seats to meet Federal Motor Vehicle Safety Standards (FMVSS) 207 and 210. This requires that a minimum of 3,000 lbf be applied to both the lap and shoulder belts via appropriate body blocks. A third force of twenty times the mass of the seat must be applied at the center-of-gravity (CG) of the seat. All three forces are applied at the same time, reached within thirty seconds of the start of the test, and be held for a minimum of ten seconds.

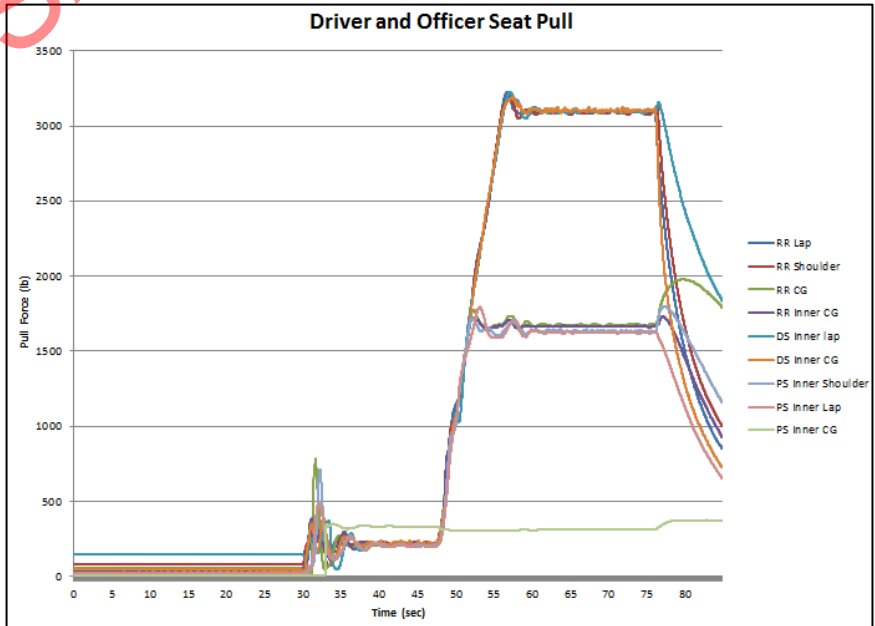
A force equal to twenty times the mass of the seat was applied to each seat in the direction opposite to the combination pull. A moment of 275 lb-ft was applied to the seat with reference to the H-point.

This testing ensures that the seat mounting and seat belt anchors are adequate to retain the seats and occupants in a crash. The Federal requirements are based on the high deceleration rates of passenger vehicles, so the design requirements are significantly more conservative considering the slower crash speeds of heavy trucks.

VALIDATION TESTS: RD2397

Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering





Certification Document CD0132 Saber®FR – Enforcer™ Windshield Wiper System

Pierce Manufacturing certifies the integrity of the Saber® FR –Enforcer™ Windshield Wiper System.

Specimens representing the configuration of the Saber® FR –Enforcer™ windshield wipers have been successfully tested to meet the following objectives:

OBJECTIVES:

- Complete 3,000,000 cycles of windshield wiper operation per SAE J198 § 6.2
- Inspect wiper motor, pivots, linkages, and mounts frequently to validate cumulative wiper system integrity.

CONCLUSIONS:

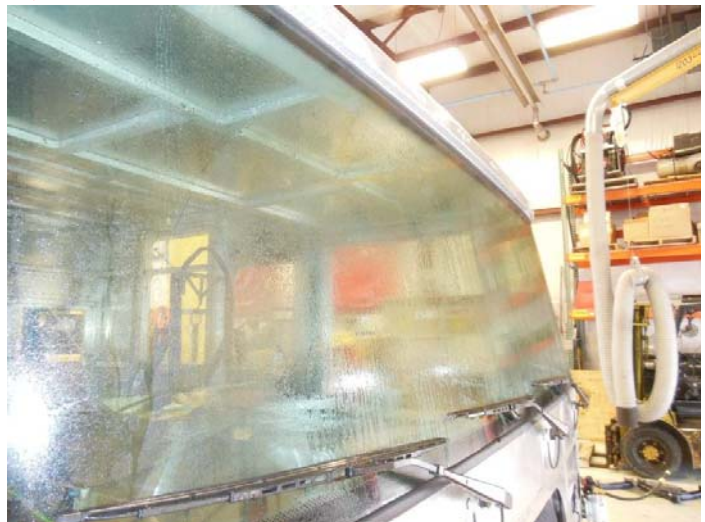
- The wiper linkage, pivots, and mounts successfully completed the 3,000,000 cycles.

VALIDATION TEST: RD2462

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David Archer".

David Archer
Vice President of Engineering





Certification Document CD0130 Saber® FR - Enforcer™ Cab Integrity Certification

Pierce Manufacturing certifies the integrity of the Saber® FR – Enforcer™ cab relative to occupant protection.

A specimen representing the substantial structural configuration of the Saber® FR – Enforcer™ cab models has been successfully tested in accordance with the following standards.

- SAE J2422 Cab Roof Strength Evaluation – Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No. 29.
- SAE J2420 COE Frontal Strength Evaluation – Dynamic Loading Heavy Trucks.

Side Impact: The test cab was subjected to dynamic preload where a 14,253 lb moving barrier was slammed into the side of the cab at 5.25 mph, striking with an impact of 13,000 ft-lbs of energy. This test is not required to meet the ECE 29 standard, but is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a roll-over incident.



Frontal Impact: The test cab was struck by the 14,253 lb moving barrier at a speed sufficient to impart the required 32,549 ft-lbs of energy.



Roof Crush: This same test cab was then subjected to a roof crush force of 24,453 lbs. This value meets the ECE 29 criteria, which must be equivalent to the front axle rating up to a maximum of 10 metric tons.



Pass-Fail criteria of the SAE tests and the ECE 29 test is a measure of whether the “survival space” inside the cab is compromised, all doors remain shut, and the cab remained attached to the chassis frame in at least one location. The Pierce cab met all of the Performance Criteria requirements on all 3 integrity tests.

Witnessed and Certified by:

Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering

PROPOSAL NO. 8121718



Certification Document CD0156 Statement of Compliance to NFPA 1901-2016 Vehicle Stability

Pierce fire apparatus comply with NFPA 1901 Section 4.13 Vehicle Stability using the tilt table method. As prescribed by the standard, each apparatus is compared to a substantially similar apparatus that has been loaded as required and tested on a tilt table per the SAE J2180 test procedure. If the apparatus configuration was not expected to meet the minimum tilt table criteria, then it will be equipped with the Electronic Stability Control option. A listing of all tested apparatus is maintained by the Research and Development lab and is available for inspection at the Appleton factory.



4.13 Vehicle Stability.

4.13.1* Rollover Stability. The apparatus shall meet the criteria defined in 4.13.1.1, or it shall be equipped with a stability control system in accordance with 4.13.1.2.

4.13.1.1 The apparatus shall meet the criteria defined in either of the following:

(1)*The apparatus shall remain stable to 26.5 degrees in both directions when tested on a tilt table in accordance with SAE J2180, *A Tilt Table Procedure for Measuring the Static Rollover Threshold for Heavy Trucks*.

(2) The calculated or measured center of gravity (CG) shall be no higher than 80 percent of the rear axle track width.

4.13.1.1.1 Compliance shall be certified by testing, calculating, or measuring the apparatus or by comparing the apparatus to a compliant, substantially similar example apparatus, and the certification shall be delivered with the fire apparatus.

4.13.1.1.2 The example apparatus shall be considered substantially similar if it includes a chassis with the same or higher CG height, the same or narrower rear axle track width, the same or greater water tank size and CG height, the same type of front and rear suspension, and the same type and size of aerial device.

4.13.1.1.3 For purposes of 4.13.1.1, the apparatus shall be loaded with fuel, fire-fighting agents, hose, ladders, a weight of 250 lb in each seating position, and weight equivalent to the miscellaneous equipment allowance as defined in Table 12.1.2.

4.13.1.1.3.1 If the apparatus is designed to meet a specified higher equipment loading or larger hose bed capacity or to carry additional ground ladders, these greater loads shall be included in the testing, calculating, or measuring.

4.13.1.1.3.2 The weight added to the fire apparatus for the purpose of test, calculation, or measurement shall be distributed to approximate typical in-service use of the fire apparatus while not exceeding the manufacturer's published individual compartment weight ratings.

4.13.1.2 If the apparatus is equipped with a stability control system, the system shall have, at a minimum, a steering wheel position sensor, a vehicle yaw sensor, a lateral accelerometer, and individual wheel brake controls.

VALIDATION TEST: Multiple Tests

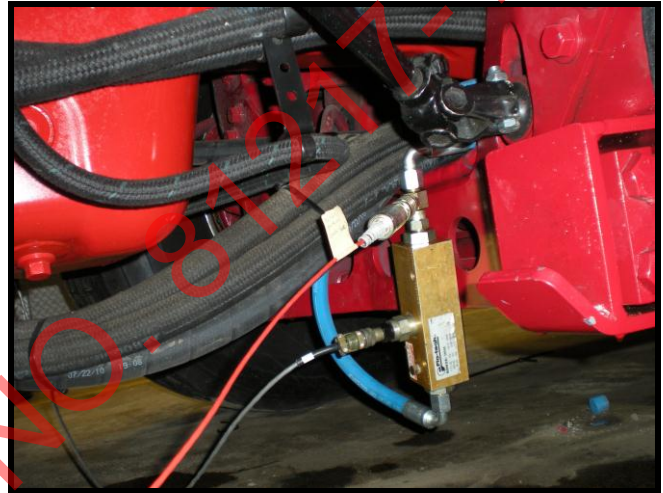
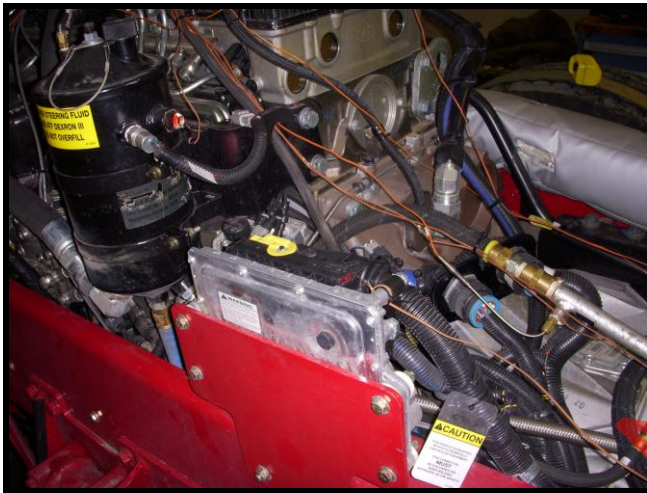
Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
June 1, 2017



Certification Document CD0098 Power Steering System

Pierce Manufacturing, Inc. certifies that the power steering system as installed in our custom chassis meets the requirements of the component supplier, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce internal design standards.



VALIDATION TEST: RD1987, RD2055
RD2056, RD2057, RD2058, RD2059

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David W. Archer".

David W. Archer
Director of Engineering
June 03, 2011



Certification Document CD0155 Engine Installation – Enforcer GHG17 Cummins L9 Engine

Pierce Manufacturing, Inc. certifies that the GHG17 Cummins L9 Engine as installed in an Enforcer chassis meets the engine installation requirements of the engine manufacturer, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce engine design standards.

Validation testing was conducted in the Pierce wind tunnel chassis dynamometer and cooling test laboratory. Test results have been reviewed and accepted by representatives of the engine supplier.



Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
June 5, 2017



March 13, 2017

Mr. Chad Radtke
Pierce Manufacturing Inc.
2600 American Drive
Appleton, WI 54913

Dear Chad:

We have reviewed the installation of the Cummins 2017 L9 engine in the Enforcer chassis and have found that the engine models listed below are installed in concurrence with our installation recommendations. Please notify us if there are any changes to the installation of these engines. If any changes are made, they must be reviewed and a new statement will be issued regarding concurrence.

Engine Models Reviewed: L9 450
L9 400
L9 380
L9 370

Please let me know if you need any additional information.

Sincerely,

Michael Bartkowski
General Sales Manager, OEM On-Highway

cc: John Schultz, Jon Stage, Kevin Bourgo

Cummins Sales and Service
800 West Ryan Road
Oak Creek, WI 53154
Tel (414) 768-7400
Fax (414) 768-9441
salesandservice.cummins.com



Certification Document CD0158 Engine Installation – Saber FR GHG17 Cummins L9 Engine


Pierce Manufacturing, Inc. certifies that the GHG17 Cummins L9 Engine as installed in a Saber FR chassis meets the engine installation requirements of the engine manufacturer, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce engine design standards.

Validation testing was conducted in the Pierce wind tunnel chassis dynamometer and cooling test laboratory. Test results have been reviewed and accepted by representatives of the engine supplier.



Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
June 5, 2017



March 13, 2017

Mr. Chad Radtke
Pierce Manufacturing Inc.
2600 American Drive
Appleton, WI 54913


Dear Chad:

We have reviewed the installation of the Cummins 2017 L9 engine in the Saber FR chassis and have found that the engine models listed below are installed in concurrence with our installation recommendations. Please notify us if there are any changes to the installation of these engines. If any changes are made, they must be reviewed and a new statement will be issued regarding concurrence.

Engine Models Reviewed: L9 450
L9 400
L9 380
L9 370

Please let me know if you need any additional information.

Sincerely,



Michael Bartkowski
General Sales Manager, OEM On-Highway

cc: John Schultz, Jon Stego, Kevin Bourgo

Cummins Sales and Service
800 West Ryan Road
Oak Creek, WI 53154
Tel (414) 768-7400
Fax (414) 768-9441
salesandservice.cummins.com

LITHIA CHRYSLER JEEP DODGE RAM FIAT
 4540 GRUMMAN DR.
 MEDFORD, OR 975049165

Configuration Preview

Date Printed: 2018-12-19 8:57 PM VIN: Quantity: 1
 Estimated Ship Date: VON: Status: BA - Pending order

Sold to: LITHIA CHRYSLER JEEP DODGE RAM FIAT (59564)
 4540 GRUMMAN DR.
 MEDFORD, OR 975049165

Ship to: LITHIA CHRYSLER JEEP DODGE RAM FIAT (59564)
 4540 GRUMMAN DR.
 MEDFORD, OR 975049165

Vehicle: 2018 5500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in) (DP0L93)

	Sales Code	Description	MSRP(USD)
Model:	DP0L93	5500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)	46,145
Package:	29G	Customer Preferred Package 29G	4,250
	ETK	6.7L I6 Cummins Turbo Diesel Engine	7,745
	DF2	8-Spd Auto Aisin AS69RC HD Trans	1,600
Paint/Seat/Trim:	PR4	Flame Red Clear Coat	0
	APA	Monotone Paint	0
	*SX	Work Grade Vinyl 40/20/40 Bench Seat	295
	-X8	Black/Diesel Gray	0
Options:	DK3	Elec Shift-On-The-Fly Transfer Case	295
	XAC	ParkView Rear Back-up Camera	445
	RCK	Premium 1 Speakers	295
	CJT	Delete Front Center Seat	-20
	UAS	Uconnect 4C with 8.4" Display	1,095
	XF6	Voltage Monitoring Auto Idle Up Sys	150
	TBB	Full Size Spare Tire	350
	NLL	52 & 22 Gallon Dual Fuel Tanks	695
	MRU	Black Tubular Side Steps	395
	XXJ	B-20 Bio Diesel Capability	0
	TUZ	225/70R19.5G All Traction Tires	250
	XEF	Transfer Case Skid Plate Shield	95
	YEP	Manuf Statement of Origin	0
	XF7	Dual Alternators Rated at 440 Amps	395
	5N6	Easy Order	0
	170	Zone 70-Phoenix Arizona	0
	4EX	Sales Tracking	0
Destination Fees:			1,695
			= Restriction

HB: 1,934 Total Price: ~~66,170~~
 FFP: 60,144
 EP: 57,842

9% sales tax = \$5,955.30
Total = \$72,125.30

Order Type: Retail PSP Month/Week:
 Scheduling Priority: 4-Dealer Order Build Priority: 99

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



CASCADE FIRE
EQUIPMENT COMPANY

P.O. BOX 4248 • MEDFORD, OREGON 97501
(800) 654-7049 • (541) 779-0394 • Fax (541) 779-8847
sales@cascafire.com • www.cascafire.com

QUOTE

ACCOUNT 0000936

SHIP TO SAN RAFAEL FIRE DEPT
1600 LOS GAMOS DRIVE
SAN RAFAEL CA

DATE		QUOTE NO.		SALESPERSON	TAKEN BY	PAY TYPE	
12/11/18		085789		1	Matt	Net 30	
LINE	QTY	UNIT	PROD	DESCRIPTION		UNIT PRICE	EXT PRICE
1	1	EA	24125	CFE 300 GALLON END MOUNT UNIT, FULLY BAFFLED POLY TANK, 2" ALUMINUM FRAME, DIAMOND PLATE TOP & REAR PLATFORM, STAINLESS STEEL PLUMBING, STAINLESS STEEL CONTROL PANEL, ELECTRIC PRIMER, WINTERIZATION SYSTEM		18,200.00	18,200.00
2	1	EA	11914	FOAM-PRO 1601 W/ 5 OR 10 GALLON FOAM CELL		5,150.00	5,150.00
3	1	EA	24193	26HP KUBOTA DIESEL MOTOR WITH HALE PUMP		13,500.00	13,500.00
4	1	EA	11685P	ALUMINUM ELECTRIC HANNAY REEL W/ 3/4" X200' BOOSTER HOSE AND NOZZLE		445.00	445.00
5	1	EA	24083-2.5P	HYDRANT FILL, 2.5"		735.00	735.00
6	1	EA	25012	INTELLITANK WATER LEVEL GAUGE		450.00	450.00
7	1	EA	25013	INTELLITANK FOAM LEVEL GAUGE		450.00	450.00
8	1	EA	BUMPER	BUCKSTOP BUMPER, POWDER COATED BLACK MANUAL DISCHARGE ON FRONT BUMPER, 1.5"		3,300.00	3,300.00
9	1	EA	FLATBED	ALUMINUM FLATBED FROM HIGHWAY PRODUCTS		8,550.00	8,550.00
10	1	EA	D/S BOX	ALUMINUM DIAMOND PLATE DRIVER SIDE BOX		3,725.00	3,725.00
11	1	EA	P/S BOX	ALUMINUM DIAMOND PLATE PASSENGER SIDE BOX		3,650.00	3,650.00
12	2	EA	U/B BOX	ALUMINUM DIAMOND PLATE UNDER BODY BOX		625.00	1,250.00
13	1	EA	INSTALL	INSTALL UNIT AT CFE, MEDFORD OREGON		1,500.00	1,500.00
TOTAL FREIGHT						0.00	
TOTAL TAX						5,481.45	
TOTAL						66,386.45	



CASCADE FIRE
EQUIPMENT COMPANY

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sales@cascafire.com • www.cascafire.com



CITY OF SAN RAFAEL POLICIES AND PROCEDURES

Policy No.	
Subject:	Fleet Management Policy
Resolution No.	
Issue Date:	September 6, 2012
Revision Date:	
Prepared By	Richard Landis
Approved By:	<i>Nancy Mochelle</i>

FLEET MANAGEMENT POLICY AND PROCEDURES

PURPOSE: The City of San Rafael establishes this policy to govern the management of the City's vehicle fleet.

SCOPE: The acquisition, outfitting and replacement of all City vehicles.

DEFINITIONS: "City vehicle" shall include all automobiles, trucks, motorcycles, or any other equipment registered with the Department of Motor Vehicles and owned, leased, or rented by the City. "Fleet Manager" shall be the Director of Public Works or his/her designee.

POLICY:

General Provisions

Fleet Manager

The role of the Fleet Manager is to advise the City Manager and City Council on matters relating to the City's vehicle fleet. The Fleet Manager shall communicate with all department directors regarding vehicle needs and submit timely reports to the City Manager. The Fleet Manager is committed to the following principles:

1. The size and nature of the City's fleet is governed primarily by need and function, i.e., the number of vehicles should be no greater than what is necessary to provide public services in an efficient manner. Each vehicle within the fleet should be minimally specified to fulfill its intended function, providing operators with a comfortable and modestly-appointed vehicle with which to deliver services in a cost-effective manner.
2. Vehicles should be selected with a strong preference for fuel efficiency and hybrid and alternative fuel technology. The City will strive to reduce the negative impact of its fleet upon the environment by reducing greenhouse gas emissions.
3. Vehicles with the lowest long-term maintenance and repair costs and occupant safety are preferable.

Department Budgeting for Additional Vehicle Acquisition

Before a department determines the need to add a vehicle to its inventory, it shall first check with the Fleet Manager and the Finance Department to determine whether an existing vehicle is available elsewhere in the fleet that may meet the department's needs. If none is available, the requesting

department shall submit a vehicle addition request to the Fleet Manager with the following information:

- The purpose for which the vehicle is needed
- The type of vehicle requested and the total estimated purchase price
- The estimated total cost of any special auxiliary equipment or equipment packages above what might be considered standard equipment. The cost of adding a new vehicle to the fleet shall be paid by the requesting department. Internal service charges to that department's budget shall be established at the time of vehicle purchase to ensure adequate future funding for the vehicle's eventual replacement.

Vehicle Acquisition

All departments shall submit vehicle purchase requests to the Fleet Manager. The Fleet Manager will consider requests, consult with the Finance Department to ensure that there are sufficient funds for the new vehicle request, and review vehicle specifications for conformance with the provisions and intent of the Fleet Policies and Procedures. All vehicle purchases shall be administered by the Fleet Manager and shall comply with bidding procedures, when applicable, to ensure competitive pricing. Invoices for new vehicle purchases and equipment installation shall be administered by the Fleet Manager with pre-approved departmental account codes established to meet the invoice totals.

Vehicle Replacement Funding

Funding for vehicle acquisition and supplemental equipment shall be established through monthly internal service charges to the department operating the vehicle, over the projected useable life of that vehicle. An annual inflation factor is applied to the department's internal service charge to account for anticipated increases in future vehicle costs.

Vehicle Replacement Schedule

City vehicles are eligible for replacement on the basis of the following established useable life recommendations:

<u>Vehicle Description</u>	<u>Useable Life</u>
Sedans, SUV's, vans, light and medium duty trucks (up to 8,600 gross vehicle weight)	10 years
Heavy duty trucks (over 8,600 gross vehicle weight)	15 years
Police patrol/traffic vehicles	5 years
Police unmarked vehicles	8 years
Police motorcycles	4 years
Parking enforcement buggies	5 years
Fire command vehicles	7 years
Fire pumper engines	15 years
Fire ladder trucks	20 years
Ambulances	5 years

Off-road maintenance and construction equipment shall be replaced when economically or operationally justified. When a vehicle in this group approaches the end of its anticipated life cycle, a cost/benefit analysis shall be performed to justify vehicle replacement.

These useable life standards are for vehicle replacement financial estimating purposes only. When a vehicle reaches the end of its established useable life and the department operating the vehicle requests replacement, each vehicle shall be assessed by the Fleet Manager and Vehicle Maintenance Division to determine if replacement is justified, given general vehicle condition, mileage, maintenance and repair history, safety considerations, etc. Extension of the useable life of any vehicle shall be at the discretion of the Fleet Manager and the requesting department. Likewise, a department may request a vehicle replacement prior to the end of its established useable life. The Fleet Manager shall review all such requests in consultation with the Finance Department and Vehicle Maintenance Division. Requests for early replacement shall be accompanied by a thorough justification, including objective criteria supporting the request. The cost of early replacement, if any, shall be borne by the requesting department.

If a department determines that an assigned vehicle is no longer needed, the vehicle shall be returned to the Vehicle Maintenance Division for re-allocation within the fleet or disposition as surplus.

Disposition of Surplus Vehicles

All vehicles accepted by the Vehicle Maintenance Division for replacement or permanent elimination from the fleet shall be consigned to public auction with the City's designated auction service. Departments shall deliver vehicles being replaced to the Vehicle Maintenance Division prior to accepting the new replacement vehicle.

Maintenance and Repair of Vehicles

Preventive and Routine Maintenance and Repairs

The Vehicle Maintenance Division shall notify departments of upcoming scheduled maintenance for vehicles operated by that department and will schedule the date and anticipated duration of the scheduled maintenance. If possible, the department operating the vehicle shall deliver it to the Vehicle Maintenance Division. If necessary, Vehicle Maintenance will pick up the vehicle at its customary parking location and return it when scheduled maintenance is complete.

Unscheduled Repairs

In the event a vehicle requires immediate or unscheduled repair during normal work hours, operators should call the Vehicle Maintenance Division (458-5345), or take the vehicle to the Public Works facility at 111 Morphew Street for assessment. If the vehicle cannot be operated or is unsafe to operate, the driver should call the Vehicle Maintenance Division for road service, towing, or advice. After normal working hours, vehicle operators should call the non-emergency Police Department dispatch number (485-3000) for towing or road assistance. Vehicle operators must notify their supervisors, as well as the Fleet Maintenance Division, in the event of a vehicle failure.

Reimbursement for Personal Expense for City Vehicle Repair

Certain emergencies may occur during non-working hours that can be easily remedied at a service station (for example, a flat tire or radiator hose). Department Directors whose employees routinely work outside of normal working hours shall develop appropriate policies governing the authority of vehicle operators to affect emergency repairs during non-working hours with the intended goal of delivering uninterrupted public service. These departmental policies shall be forwarded to the Fleet Manager for reference.



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Department of Public Works

Prepared by: Bill Guerin,
Director, Public Works

City Manager Approval:

TOPIC: ESSENTIAL FACILITIES CONSULTANTS CONTRACT AMENDMENTS

SUBJECT: RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING THE CITY MANAGER TO ALLOCATE DESIGN CONTINGENCIES PREVIOUSLY APPROVED IN THE ESSENTIAL FACILITIES STRATEGIC PLAN BUDGET AND TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH MARY MCGRATH ARCHITECTS (MMA), AND WITH KITCHELL CEM, INC. (KITCHELL) FOR ADDITIONAL SERVICES RELATED TO PHASE 1 ESSENTIAL FACILITIES PROJECTS (PUBLIC SAFETY CENTER, FIRE STATION 52 AND FIRE STATION 57).

RECOMMENDATION:

Adopt the following resolutions relating to the Essential Facilities Strategic Plan:

1. Resolution Authorizing the City Manager to Execute an Amendment to the Agreement with Mary McGrath Architects ("MMA") for Extended Architectural and Engineering ("A/E") Services in Construction, Increasing the Agreement Amount by \$60,324, for a Total Amount Not to Exceed \$5,754,701.
2. Resolution Authorizing the City Manager to Execute an Amendment to the Agreement with Kitchell CEM, Inc. ("Kitchell") for Extended Construction Management Services, Increasing the Agreement Amount by \$49,980 for a Total Amount Not to Exceed \$3,601,732.

BACKGROUND:

Measure E, passed on November 5, 2013, extends the existing one-half percent local sales tax and increases the rate by one-quarter percent to provide funding that cannot be taken by the State, and can be used to preserve essential city services. On July 20, 2015, the City of San Rafael approved an Essential Facilities Strategic Plan, which included a total budget of \$9,956,805 for design phase consulting services (design services for MMA and project management and pre-construction services for Kitchell) for the three Phase I projects (Public Safety Center (PSC) and Fire Stations 52 (FS 52) and 57 (FS 57)). Within this overall budget, there was a line item budgeted amount for design contingency of \$515,658.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

On September 21, 2015, the City of San Rafael executed professional services agreements with MMA to provide design services for the Phase 1 Essential Facilities projects in the amount of \$5,345,132, and with Kitchell to provide project management and pre-construction services for the Phase 1 Essential Facilities projects in the amount of \$3,314,277, for a total of \$8,659,409. Since the final negotiated contract amount came in lower than the Strategic Plan identified, this resulted in an unallocated project savings of \$1,297,396.

On May 15, 2017, the City Council authorized the City Manager to allocate design contingencies previously approved in the Essential Facilities strategic plan budget to amend the professional services agreements with MMA and Kitchell for additional services related to the Essential Facilities Projects. Upon completion of the amendment, the total contract value of the MMA contract became \$5,694,377 and the total contract amount for Kitchell became \$3,551,752. The total balance of project savings that remained unallocated after amendments to MMA and Kitchell's contracts on May 15, 2017, (\$9,956,805 less \$9,246,129) was \$710,676.

ANALYSIS:

The original contract with our consultants envisioned completing all three essential facilities projects as a single project. During design, the Public Safety Center project was separated and developed as a separate construction contract. The two fire station projects (52 and 57) were awarded on June 5, 2017 as a single construction contract. Subsequently, the Public Safety Center project was awarded on February 5, 2018. During the construction phase at FS 57, unforeseen site conditions were discovered while deep utility excavation activities were performed as part of the new building foundation work. This caused the project completion date to be extended (anticipated March 2019 for Station 52 and May 2019 for Station 57).

Due to this time extension of the construction completion for the single construction contract for Stations 52 and 57, the original design contracts with our consultant Mary McGrath Architects and project manager Kitchell need to be amended to extend their services through project completion. MMA is continuing to answer questions, respond to change-order requests and attend weekly site meetings with the City project team and the construction contractor, and must be available through the duration of the construction contract. Kitchell has staff on-site and must continue to manage the construction project until the completion of both stations.

Staff proposes that the contracts for MMA and Kitchell be amended and a portion of the previously unallocated contingency budget be allocated to fund the needed scope and time extension, specifically an additional \$60,324 to the MMA contract and an additional \$49,980 to the Kitchell contract to extend the construction administration and project management services required to complete the Fire Station 52 and 57 projects.

The Public Safety Center project was awarded on February 5, 2018. The construction duration of the Public Safety Center is approximately two years. The Public Safety Center construction is anticipated to be completed in the spring of 2020.

The original design and project/construction management contracts are scheduled to terminate in June 2019 and included an option to extend the contracts for one additional year. As stated above, the Public Safety Center was separated from the Fire Stations and developed as a separate contract. This anticipated completion date would require the City to extend the term of the professional services agreements with MMA and Kitchell to complete the Public Safety Center project. Therefore, Staff also recommends extending the term of both Agreements by one year to terminate on June 30, 2020.

FISCAL IMPACT:

Upon execution of the proposed amendment, the total value of the MMA contract will be \$5,754,701 (\$5,694,377+\$60,324) and the total value of the Kitchell contract will be \$3,601,732 (\$3,551,752+\$49,980). Sufficient funds are available in the total balance of project savings described above. In addition, on December 3, 2018, the City Council approved an amendment to the lease agreement with the County of Marin/CSA 19 for Station 57 which has provided up to an additional \$655,500 to the project.

OPTIONS:

- Adopt the resolutions as presented.
- Direct staff to modify the resolution(s).

RECOMMENDATION:

1. Adopt the attached Resolution to amend MMA's contract.
2. Adopt the attached Resolution to amend Kitchell's contract.

ATTACHMENTS:

1. Resolution of the City Council of the City of San Rafael authorizing the City Manager to allocate design contingencies previously approved in the Essential Facilities Strategic Plan budget and to amend the professional services agreement with Mary McGrath Architects, Inc. for additional services related to Phase 1 Essential Facilities Projects (Fire Station 52 and the Fire Station 57), as necessary, in an additional amount not to exceed \$60,324.
2. Resolution of the City Council of the City of San Rafael authorizing the City Manager to allocate design contingencies previously approved in the Essential Facilities Strategic Plan budget and to amend the professional services agreement with Kitchell CEM, Inc. for additional services related to Phase 1 Essential Facilities Projects (Fire Station #52 and the Fire Station #57), as necessary, in an amount not to exceed \$49,980.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING THE CITY MANAGER TO ALLOCATE DESIGN CONTINGENCIES PREVIOUSLY APPROVED IN THE ESSENTIAL FACILITIES STRATEGIC PLAN BUDGET AND TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH MARY MCGRATH ARCHITECTS (MMA) FOR ADDITIONAL SERVICES RELATED TO PHASE 1 ESSENTIAL FACILITIES PROJECTS (FIRE STATION 52 AND FIRE STATION 57) AS NECESSARY FOR ADDITIONAL SERVICES IN AN AMOUNT NOT TO EXCEED \$60,324.

WHEREAS, in November 2013, the local voters passed Measure E, a three-quarter cent transactions and use tax with a term of twenty years. This tax supplanted the former, one-half cent transactions and use tax (Measure S), effective April 1, 2014; and

WHEREAS, on July 20, 2015, the City of San Rafael approved an Essential Facilities Strategic Plan, which included a total budget of \$9,956,805 for design phase services for the three Phase 1 projects (Public Safety Center (PSC) and Fire Stations 52 (FS 52) and 57 (FS 57)) of the Essential Facilities Strategic Plan. Within this overall budget, there was a line item budgeted amount for design contingency of \$515,658; and

WHEREAS, on September 21, 2015, the City Council authorized the City Manager to execute, on behalf of the City of San Rafael, Professional Services Agreements with Mary McGrath Architects ("MMA") for architectural and design, bidding, and construction administration services and with Kitchell CEM, Inc. ("Kitchell") for project management and pre-construction services for the Phase 1 projects; and

WHEREAS, the negotiated contract amounts for the MMA and Kitchell agreements were less than the amount budgeted for them in the Essential Facilities Strategic Plan, resulting in an unallocated project savings of \$1,297,396; and

WHEREAS, the professional services agreement was approved and executed with MMA to provide design, bidding, and construction administration services for the Phase 1 Essential Facilities projects in the amount of \$5,345,132; and

WHEREAS, on May 15, 2017 the City Council authorized the City Manager to allocate design contingencies previously approved in the Essential Facilities strategic plan budget to amend the professional services agreement with MMA. Upon completion of the amendment, the total contract value of the MMA contract became \$5,694,377; and

WHEREAS, the total balance of project savings that remained unallocated after amendments to MMA's and Kitchell's contracts on May 15, 2017, (\$9,956,805 less \$9,246,129) was \$710,676; and

WHEREAS, during the construction phase at FS 57, unforeseen conditions were discovered during deep utility excavation activities to prepare for the new building foundation; this unforeseen and unavoidable condition delayed the contractor and extended the Fire Station project completion date; and has resulted in a need for additional services by MMA; and

WHEREAS, the overall Phase 1 project completion date is anticipated to extend beyond the June 30, 2019 termination date of the MMA agreement into 2020;

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

1. The City Manager is hereby authorized to allocate available design contingency funds and to execute an amendment, in a form to be approved by the City Attorney, to the Professional Services Agreement with Mary McGrath Architects, for necessary additional services in the amount of \$60,324, for a total not-to-exceed contract amount of \$5,754,701, and to exercise the original contract option to extend the term of the Agreement through June 30, 2020.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Tuesday, the 22th day of January 2019 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING THE CITY MANAGER TO ALLOCATE DESIGN CONTINGENCIES PREVIOUSLY APPROVED IN THE ESSENTIAL FACILITIES STRATEGIC PLAN BUDGET AND TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH KITCHELL CEM, INC. (KITCHELL) FOR ADDITIONAL SERVICES RELATED TO PHASE 1 ESSENTIAL FACILITIES PROJECTS (FIRE STATION 52 AND FIRE STATION 57) AS NECESSARY FOR ADDITIONAL SERVICES IN AN AMOUNT NOT TO EXCEED \$49,980.

WHEREAS, in November 2013, the local voters passed Measure E, a three-quarter cent transactions and use tax with a term of twenty years. This tax supplanted the former, one-half cent transactions and use tax (Measure S), effective April 1, 2014; and

WHEREAS, on July 20, 2015, the City of San Rafael approved an Essential Facilities Strategic Plan, which included a total budget of \$9,956,805 for design phase services for the three Phase 1 projects (Public Safety Center (PSC) and Fire Stations 52 (FS 52) and 57 (FS 57)) of the Essential Facilities Strategic Plan. Within this overall budget, there was a line item budgeted amount for design contingency of \$515,658; and

WHEREAS, on September 21, 2015, the City Council authorized the City Manager to execute, on behalf of the City of San Rafael, Professional Services Agreements with Kitchell CEM, Inc. ("Kitchell") for project management and pre-construction services and with Mary McGrath Architects ("MMA") for architectural and design, bidding and construction administration services, for the Phase 1 projects; and

WHEREAS, the negotiated contract amounts for the MMA and Kitchell agreements were less than the amount budgeted for them in the Essential Facilities Strategic Plan, resulting in an unallocated project savings of \$1,297,396; and

WHEREAS, the professional services agreement was approved and executed with Kitchell to provide project management and pre-construction services for the Phase 1 Essential Facilities projects in the amount of \$3,314,277; and

WHEREAS, on May 15, 2017 the City Council authorized the City Manager to allocate design contingencies previously approved in the Essential Facilities strategic plan budget to amend the professional services agreement with Kitchell. The total cost of the additional scope for Kitchell was \$237,475. After execution of the amendment, the total contract amount for Kitchell was \$3,551,752; and

WHEREAS, the total balance of project savings that remained unallocated after amendments to MMA's and Kitchell's contracts on May 15, 2017, (\$9,956,805 less \$9,246,129) was \$710,676; and

WHEREAS, during the construction phase at FS 57, unforeseen conditions were discovered during deep utility excavation activities to prepare for the new building foundation; this unforeseen and unavoidable condition delayed the contractor and extended the Fire Station project completion date; and has resulted in a need for additional services by Kitchell; and

WHEREAS, the overall Phase 1 project completion date is anticipated to extend beyond the June 30, 2019 termination date of the Kitchell agreement into 2020;

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

1. The City Manager is hereby authorized to allocate available design contingency funds and to execute an amendment, in a form to be approved by the City Attorney, to the Professional Services Agreement with Kitchell CEM, Inc., for necessary additional services in the amount of \$49,980, for a total not-to-exceed amount of \$3,601,732, and to exercise the original contract option to extend the term of the Agreement through June 30, 2020.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Tuesday, the 22th day of January 2019 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval:

File No.: 16.11.46

TOPIC: ENGINEERING SERVICES ASSOCIATED WITH 2017 STORM DAMAGE REPAIRS

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH PARK ENGINEERING FOR ENGINEERING ASSISTANCE ASSOCIATED WITH THE 2017 STORM DAMAGE REPAIRS PROJECT, IN THE AMOUNT OF \$62,634.48, FOR A TOTAL CONTRACT NOT-TO-EXCEED AMOUNT OF \$136,689.98.

RECOMMENDATION: Adopt the resolution.

BACKGROUND: In January 2017, the City of San Rafael as well as other communities throughout California experienced a significant storm event. On February 14, 2017, the President declared a major disaster, making federal disaster aid available to 34 counties, including Marin County. This disaster caused significant damage to City roadway including three slipouts (or landslides).

The City has applied for Federal Emergency Management Agency (FEMA) assistance for this federally declared disaster and on April 12, 2018, the City received approval to move forward with the design and construction of the repair at the three locations. Miller Pacific Engineering Group was hired by the City in July 2017 to provide recommendations for the repair. Our Public Works Engineering Division utilized the report provided by Miller Pacific Engineering Group to design repairs for the various sites including placing concrete soldier pile wall systems with tiebacks.

On August 13, 2018 the City Manager approved a professional services contract with Park Engineering, Inc. in an amount of \$74,055.50 to provide construction inspection services for the permanent restoration locations.

ANALYSIS: Repairs to #21 San Pablo and #80 Upper Toyon are completed; however, significant construction remains to be completed at #70 Irwin Street. #70 Irwin street has encountered several unforeseen conditions such as extending one of the three retaining wall

FOR CITY CLERK ONLY

File No.: _____

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Disposition: _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

systems and encountering harder material which has extended the time to complete this project. As a consequence, services to perform the construction inspection at this location also needs to be extended. This first amendment to the professional services agreement exceeds the City Manager's authorization limit and as such staff is recommending that City Council authorize the City Manager to amend the agreement in an amount not to exceed \$62,634.48 for a total not-to-exceed amount of \$136,689.98.

FISCAL IMPACT: The 2017 storm damage repairs are on the 2017/2018 CIP and are partially reimbursable by Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (CalOES). Funds to support this amendment are available in the Gas Tax Fund #206.

OPTIONS: The City Council has the following options to consider relating to this matter:

1. Adopt the resolution authorizing the City Manager to execute a first amendment to the professional services agreement with Park Engineering.
2. Do not accept the proposal from Park Engineering.

RECOMMENDED ACTION: Adopt the resolution authorizing the City Manager to execute a first amendment to the professional services agreement with Park Engineering for engineering support services in conjunction with the 2017 Storm Damage repairs in an amount of \$62,634.48 for a total contract not-to-exceed amount of \$136,689.98.

ATTACHMENT:

1. Resolution Amending the Professional Services Agreement with Park Engineering
2. Exhibit 1 to Resolution: Amendment with attached Exhibit A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST
AMENDMENT TO THE AGREEMENT WITH PARK ENGINEERING INC. FOR
ENGINEERING SUPPORT IN ASSOCIATION WITH THE 2017 STORM DAMAGE
REPAIRS, IN THE AMOUNT OF \$62,634.48, FOR A TOTAL CONTRACT NOT-TO-
EXCEED AMOUNT OF \$136,689.98.**

WHEREAS, the City of San Rafael entered into a Professional Services Agreement dated August 13, 2018 with Park Engineering, Inc. for engineering support services in association with the 2017 Storm Damage Repair Projects (“Project”) in an amount not-to-exceed \$74,055.50; and

WHEREAS, due to delays in completion of the Project, City staff has determined that additional inspection and construction support services from Park Engineering, Inc. are needed through Project completion; and

WHEREAS, the costs for engineering support services of the Project will be fully funded through the Gas Tax Fund (Fund No. 206), and a portion of such is reimbursable by the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (CalOES);

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
RESOLVES** as follows:

1. The Council hereby approves and authorizes the City Manager to execute a First Amendment to the Professional Services Agreement with Park Engineering for engineering support services to provide for additional compensation for services in the amount of \$62,634.48 for a revised total contract value not to exceed \$136,689.98, in the form attached hereto as Exhibit 1 and incorporated herein by reference, subject to final approval as to form by the City Attorney.

2. The Director of Public Works is hereby authorized to take any and all such actions and make changes as may be necessary to accomplish the purpose of this resolution.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on the 22nd day of January, 2019, by the following vote, to wit:

AYES: **COUNCILMEMBERS:**

NOES: **COUNCILMEMBERS:**

ABSENT: **COUNCILMEMBERS:**

LINDSAY LARA, City Clerk

**FIRST AMENDMENT TO THE AGREEMENT WITH PARK ENGINEERING INC.
FOR ENGINEERING SUPPORT IN ASSOCIATION WITH THE 2017 STORM
DAMAGE REPAIRS.**

THIS FIRST AMENDMENT to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **PARK ENGINEERING, INC.** (hereinafter “**CONSULTANT**”), is made and entered into this _____ day of _____, 2019.

RECITALS

WHEREAS, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated August 13, 2018 for engineering support services associated with the 2017 Storm Damage Repairs Projects (the “**Projects**”) in an amount not-to-exceed \$74,055.50 (the “**Agreement**”); and

WHEREAS, unforeseen conditions have delayed completion of the **Projects** and therefore require more engineering support services than anticipated at the commencement of the **Agreement**;

AMENDMENT TO AGREEMENT

NOW, THEREFORE, the parties hereby agree to amend the **Agreement** as follows:

1. Paragraph 4 of the **Agreement**, entitled “**COMPENSATION**,” is hereby amended to include additional compensation payable to **CONSULTANT** for the services described in the **Agreement**, on a time and materials basis in a not-to-exceed amount of \$62,634.48 as particularly described in the “**ADDITIONAL Cost Proposal for Construction Inspection Services**” attached to this First Amendment as Exhibit “**A**” and incorporated herein by reference, and to change the total not-to-exceed amount under the **Agreement** to \$136,689.98.
2. Except as specifically amended herein, all of the other provisions, terms and obligations of the **Agreement** between the parties shall remain valid and shall be in full force.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day, month, and year first above written.

CITY OF SAN RAFAEL

**CONSULTANT, PARK ENGINEERING,
INC.**

JIM SCHUTZ, City Manager

By:_____

Name:
Title of Corporate Officer:

ATTEST:

and

LINDSAY LARA, City Clerk

By:_____

Name:
Title of Corporate Officer:

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney



City of San Rafael
2017 Storm Damage Repair Projects
ADDITIONAL Cost Proposal for Construction Inspection Services

Name/Classification	Rates			Construction Hours			Total Regular Hours	Total Overtime Hours	Cost
	Base Rate	Regular Loaded Rate	Overtime Rate	80 Upper Toyon	21 San Pablo	70 Irwin			
James Beauchamp Assistant Resident Engineer	\$ 58.00	\$ 125.52	\$ 188.28	56			56	0	\$ 7,029.12
James Beauchamp Assistant Resident Engineer	\$ 58.00	\$ 125.52	\$ 188.28		8		8	0	\$ 1,004.16
James Beauchamp Assistant Resident Engineer	\$ 58.00	\$ 125.52	\$ 188.28			360	360	40	\$ 52,718.40
TOTALS									
James Beauchamp Assistant Resident Engineer	\$ 58.00	\$ 125.52	\$ 188.28	56	8	360	424	50	\$ 62,634.48
								Total =	\$ 62,634.48

1. Rate includes vehicle, mobile phone, laptop and all equipment required to perform required duties.
2. Based on approximate half-time inspection effort for 3 months with 5 Saturday shifts to complet 70 Irwin Slide Location



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Director of Public Works

City Manager Approval:

File No.: 16.11.46

TOPIC: 2017 STORM DAMAGE REPAIR – #21 SAN PABLO

SUBJECT: ACCEPT COMPLETION OF THE 2017 STORM DAMAGE REPAIR AT #21 SAN PABLO AVENUE (CITY PROJECT NO. 11330) AND AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

RECOMMENDATION: Accept the project and authorize the City Clerk to file the Notice of Completion.

BACKGROUND: In January 2017, the City of San Rafael, as well as other communities throughout California experienced a significant storm event. On February 14, 2017, the President declared a major disaster, making federal disaster aid available to 34 counties, including Marin County. From January 3, 2017 to January 12, 2017 a ‘slip-out’ (landslide) occurred adjacent to #21 San Pablo Avenue. At the time of the incident, the slip-out affected the shoulder of the roadway. For the last year, the site has been covered with plastic and monitored by Public Works staff.

The project to repair the storm damage for the protection of the roadway was publicly advertised in accordance with San Rafael’s Municipal Code on June 6, 2018 and four bids for the construction were received. On July 16, 2018, the City Council awarded the construction contract to Hillside Drilling, Inc. in the amount of \$198,850. Construction commenced in August 2018 and was completed in mid-October 2018.

ANALYSIS: Pursuant to Civil Code Section 3093, the City is required to record a Notice of Completion upon City acceptance of the improvements. This acceptance initiates a period during which the project subcontractors may file Stop Notices to seek payment from the City for funds owed to the Contractor for the project work.

FISCAL IMPACT: There is no fiscal impact associated with this item.

The total City expenses of \$205,796.00 came in under the originally authorized expenditures of \$220,000, budgeted in the Gas Tax Fund (Fund #206). A reimbursement request for this project has been forwarded to the Federal Emergency Management Agency (FEMA) and the City is awaiting reimbursement for a portion of these costs. The project was designed in-house

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

by Public Works staff and inspected by Park Engineering. Park engineering's professional services agreement will also be reimbursable by FEMA.

RECOMMENDED ACTION: Accept completion of the project and authorize the City Clerk to file the Notice of Completion.

ATTACHMENT:

1. Notice of Completion

When recorded mail to:

City of San Rafael
Lindsay Lara, City Clerk
1400 Fifth Avenue
P. O. Box 151560
San Rafael, CA 94915-1560

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CITY OF SAN RAFAEL
NOTICE OF COMPLETION OF IMPROVEMENT**

TO ALL PERSONS WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN for and on behalf of the City of San Rafael, County of Marin, State of California, that there has been a cessation of labor upon the work or improvement and that said work or improvement was completed upon the **17th** day of **September, 2018** and accepted the **11th** day of **December, 2018**; that the name, address and nature of the title of the party giving this notice is as follows: The City of San Rafael, 1400 Fifth Avenue, San Rafael, California, 94901, a municipal corporation, in the County of Marin, State of California, within the boundaries of which said work or improvement was made upon land owned by said City and/or over which said City has an easement; that said work or improvement is described as follows:

**2017 Storm Damage Repair - #21 San Pablo Avenue”
City Project No. 11330**

and reference is hereby made for a further description thereof to the plans and specifications approved for said work or improvements now on file in the office of the Department of Public Works, and said plans and specifications are hereby incorporated herein by reference thereto; and that the name of the Contractor who contracted to perform said work and make such improvement is

Hillside Drilling, Inc.

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

Executed at San Rafael, California, on _____, 2019.

CITY OF SAN RAFAEL
A Municipal Corporation

By _____
BILL GUERIN
Director of Public Works

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 MARIN

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, by Bill Guerin, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Signature _____
LINDSAY LARA
San Rafael City Clerk

File: 16.11.46



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development

Paul A. Jensen

Prepared by: Paul A. Jensen
Community Development Director

City Manager Approval: _____

TOPIC: "TEFRA" PUBLIC HEARING FOR TAX-EXEMPT FINANCING - 55 FAIRFAX STREET

SUBJECT: PUBLIC HEARING AND CONSIDERATION OF RESOLUTION APPROVING ISSUANCE OF A REVENUE NOTE BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR THE PURPOSE OF PROVIDING FINANCING FOR A RESIDENTIAL RENTAL HOUSING FACILITY KNOWN AS CASA VISTA APARTMENTS AT 55 FAIRFAX STREET, PURSUANT TO THE TAX AND EQUITY FISCAL RESPONSIBILITY ACT ("TEFRA"); FILE NO. P18-017

EXECUTIVE SUMMARY:

Pursuant to the Tax and Equity Fiscal Responsibility Act (TEFRA), on November 19, 2018, the City Council conducted a public hearing and adopted Resolution No. 14602. This City Council action approved the issuance of a revenue note by the California Municipal Finance Authority for the Casa Vista Apartments located at 55 Fairfax Street. The revenue note was approved for issuance to the property owner, Alto Station, Inc. Since this action by the Council, the City has been informed that there has been a change in the property ownership from Alto Station, Inc. to Casa Vista Housing LLC. Therefore, a new public hearing (TEFRA hearing) is required to approve the issuance of a revenue note to the new ownership entity.

RECOMMENDATION:

Hold a public hearing and adopt a resolution approving the issuance of a Note for financing of a loan for the Casa Vista Apartments.

BACKGROUND:

The Casa Vista Apartments is a 40-unit multi-family residential rental development that is located at 55 Fairfax Street. Constructed in 1964, the 40 units are contained in two, two-story buildings. The 1.4-acre property is also developed with surface parking, along with a central courtyard containing a swimming pool and recreation room. The Casa Vista Apartments is owned by Casa Vista Housing LLC (BRIDGE Housing Corporation), a California non-profit benefit corporation. BRIDGE Housing Corporation owns and manages affordable housing projects throughout California. One hundred (100) percent of the units in the Casa Vista Apartments are affordable to households qualifying in the low-income category (50 to

FOR CITY CLERK ONLY

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80 percent of the median income in Marin County). These units are guaranteed as affordable through 2057.

BRIDGE Housing Corporation has applied to the California Municipal Finance Authority (CMFA) to be its issuer for tax-exempt financing for this property. The CMFA was created in 2004 to promote economic, cultural and community development through the financing of economic development and charitable activities in California. The CMFA was formed to assist local jurisdictions with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California.

The Casa Vista Apartments project application to CMFA is expected to be financed in an amount not-to-exceed \$4,000,000 in the form of a tax-exempt revenue note (Note) authorized under the Tax and Equity Fiscal Responsibility Act (“TEFRA”). The proceeds of the Note will be used for/on the subject property by BRIDGE Housing Corporation to: a) refinance outstanding debt; b) finance certain, needed capital improvements to the subject property; and c) provide working capital and/or to fund reserves.

In order for the Note to qualify as tax-exempt, the Internal Revenue Code requires that an “applicable elected representative” of a governmental unit, the boundaries of which include the site at which the housing project is located, must hold a public hearing on the issuance of the Note and then approve the issuance of the Note. In this case, the City is the applicable governmental unit and the City Council is the elected representative that must hold the public hearing and approve issuance of the Note by the CMFA.

As noted above, on November 19, 2018, the City Council held a TEFRA hearing and adopted Resolution 14602, which approved the issuance of a revenue note to the then property owner, Alto Station, Inc. As the ownership entity has changed (Casa Vista housing LLC), a new, second TEFRA hearing must be held and the same action is required by the City Council. Except for the change in ownership, there are no other changes to the structure of the refinancing. However, as a portion of the property financing was subsidized by former San Rafael Redevelopment Agency bonds, the refinancing will require the modification of two subordination agreements that were initially executed in 2001. The modification of these two agreements is being administered by staff and will be signed for execution by the City Manager.

ANALYSIS:

The public hearing and approval of the resolution by the City Council will assist in the financing sought by BRIDGE Housing Corporation, as it will fulfill the requirements of the Federal tax code, but otherwise these actions have no direct impact on the City of San Rafael or the subject property in that:

1. The Note will not constitute a debt or liability for the City, and the loan evidenced by the Note will be payable from funds provided from loan payments by BRIDGE Housing Corporation.
2. As noted above, the Internal Revenue Code mandates that the public hearing be conducted before the Note is issued for all or a portion of the Note to qualify as tax-exempt, therefore the City conducts the public hearing merely as an accommodation to the property owner. The City will not be the issuer of the Note, nor will it be responsible for financing evidenced by the Note.
3. The issuance of the Note will have no impact on, nor would it change the current affordability status of the 40 residential units. Rather, the issuance of the Note will foster a pay-down of the outstanding debt and would be used to finance needed capital improvements to the subject property.

4. The action on this request qualifies for an Exemption from the provisions of the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061(b). This CEQA provision states that as a “general rule,” CEQA applies only to projects and actions which have the potential to cause a significant, physical environmental effect on the environment.

COMMUNITY OUTREACH:

Consistent with TEFRA and the provisions of the San Rafael Municipal Code, a notice of this public hearing was published in the Marin Independent Journal 15 days prior to the hearing. A copy of the notice is attached (Attachment 2).

FISCAL IMPACT:

The City’s review and action on this request has no fiscal impact on the City of San Rafael. As discussed above, the issuance of the Note for financing will not constitute a debt or liability of the City.

OPTIONS:

The City Council has the following options to consider on this matter:

1. Adopt the attached resolution as recommended by staff.
2. Continue the matter and direct staff to return with more information.
3. Do not adopt the resolution.

RECOMMENDED ACTION:

Adopt a resolution approving the issuance of a Note to provide financing for the Casa Vista Apartments.

ATTACHMENTS:

1. Resolution
2. Public Hearing Notice

ATTACHMENT 1

RESOLUTION NO. _____

**A RESOLUTION OF THE SAN RAFAEL CITY COUNCIL REAPPROVING
THE ISSUANCE OF A REVENUE NOTE BY THE CALIFORNIA MUNICIPAL
FINANCE AUTHORITY FOR THE PURPOSE OF PROVIDING FINANCING
FOR CASA VISTA APARTMENTS, AND APPROVING AND AUTHORIZING
THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION
THEREWITH AND WITH THE REDEMPTION OF RELATED FORMER
REDEVELOPMENT AGENCY BONDS**

WHEREAS, on September 27, 2001, the San Rafael Redevelopment Agency (the “Former Agency”) issued \$3,000,000 principal amount of Variable Rate Demand Multifamily Housing Revenue Bonds (Fairfax Street Apartments), Series 2001 A (the “2001 Bonds”) pursuant to an Indenture, dated as of September 1, 2001 (the “Indenture”), between the Former Agency and U.S. Bank Trust National Association, as trustee, and loaned the proceeds of the Bonds (the “2001 Loan”) to Alto Station, Inc., a California nonprofit public benefit corporation (the “Borrower”) to provide financing for Casa Vista Apartments, formerly known as Fairfax Street Apartments (the “Project”) located at 55 Fairfax Street in the City of San Rafael (the “City”);

WHEREAS, the Borrower is transferring the Project to Casa Vista Housing LLC, a California limited liability company (the “Buyer”) sponsored by BRIDGE Housing Corporation (“BRIDGE”), and in order to provide funds for the refinancing and rehabilitation of the Project, the California Municipal Finance Authority (the “Authority”) is borrowing funds from SAHI TEBS II LLC (“SAHI”), and is delivering to SAHI its Multifamily Housing Revenue Note (BRIDGE Portfolio Financings – Casa Vista Apartments), 2019 Series B (the “2019 Note”) to evidence the borrowing, and the Authority will be loaning the proceeds of the 2019 Note to the Buyer;

WHEREAS, on November 19, 2018, the City Council adopted Resolution No. 14602 (the “Approving Resolution”), approving the issuance by the Authority of the 2019 Note, following the conduct by the City Council of a public hearing regarding the financing represented by the 2019 Note for purposes of (a) the Internal Revenue Code of 1986, as amended (the “Code”), and (b) Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), to which Agreement the City is a party; and

WHEREAS, the Notice of Public Hearing and the Approving Resolution both contemplated that the Borrower would continue to own the Project following the issuance of the 2019 Note, and because the Buyer will now own the Project upon the issuance of the 2019 Note, the City Council has held a new public hearing regarding the 2019 Note and the related financing of the Project, acknowledging that the Buyer will own the Project, and the City Council now desires to reapprove the issuance by the Authority of the 2019 Note; and

WHEREAS, in connection with the transfer of the Project by the Borrower to the Buyer, the Borrower would like to prepay the 2001 Loan resulting in a redemption of the 2001 Bonds, so that a deed of trust securing the repayment of the 2001 Loan and related agreements may be released;

WHEREAS, in connection with the issuance of the 2001 Bonds, the Borrower and the Former Agency entered into a Regulatory Agreement and Declaration of Restrictive Covenants

(the “2001 Regulatory Agreement”), which 2001 Regulatory Agreement places various restrictions on the operation of the Project required under California and federal tax law applicable to the Bonds;

WHEREAS, in connection with the delivery of the 2019 Note, the Authority and the Buyer will be entering into a new Regulatory Agreement and Declaration of Restrictive Covenants (the “2019 Regulatory Agreement”), which will place restrictions on the operations of the Project for a term at least as long as the restrictions in the 2001 Regulatory Agreement;

WHEREAS, the City, as successor to the housing assets of the Former Agency, has succeeded to the rights and obligations of the Former Agency under the Indenture and under the 2001 Regulatory Agreement;

WHEREAS, the Authority has agreed to make the City and the owners of the Bonds third party beneficiaries of the 2019 Regulatory Agreement so that they can enforce the provisions of the 2019 Regulatory Agreement against the Buyer;

WHEREAS, in light of the aforementioned provisions of the 2019 Regulatory Agreement, the Buyer has requested that the City enter into an agreement to terminate the 2001 Regulatory Agreement so that the City can obtain the benefits of the 2019 Regulatory Agreement, but not have the obligation to continue to monitor the Project as is contemplated by the 2001 Regulatory Agreement; and

WHEREAS, in order to allow for the continued affordability of the Project to low income tenants and to facilitate the acquisition and rehabilitation by the Buyer of the Project, the City is amenable (a) to entering into a termination agreement (the “Termination Agreement”) terminating the 2001 Regulatory Agreement, and (b) executing documents to facilitate the repayment of the 2001 Loan and the redemption of the 2001 Bonds, all as provided in this Resolution.

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

Section 1. The City Council hereby reapproves the issuance of the Note by the Authority. It is the purpose and intent of the City Council that this Resolution constitute approval of the issuance of the Note (a) by the “applicable elected representative” in accordance with section 147(f) of the Code, and (b) by the City Council in accordance with section 4 of the Agreement.

Section 2. The Council hereby approves the transfer of the Project by the Borrower to the Buyer.

Section 3. The termination agreement relating to the 2001 Regulatory Agreement (the “Termination Agreement”), in the form on file with the City Clerk, is hereby approved, and the Mayor, the City Manager and the Finance Director (each, a “Designated Officer”), each acting alone, are hereby authorized to execute the Termination Agreement in such form, together with such changes as may be approved by the official executing the Termination Agreement for the City upon consultation with counsel to the City, and the execution thereof by a Designated Officer to be conclusive evidence of such approval.

Section 4. The Designated Officers, the City Clerk and all other appropriate officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to facilitate and effect the transfer of the Project by the Borrower

to the Buyer, the prepayment of the 2001 Loan, the redemption of the 2001 Bonds, and the termination of the 2001 Regulatory Agreement all as contemplated by this Resolution; provided, however that any costs or expenses of the City in connection therewith are paid for by the Buyer or the Borrower.

Section 5. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing for the Housing Facility; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the improvement or operation of the Housing Facility; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 6. This Resolution shall take effect immediately upon its passage and adoption.

I, LINDSAY LARA, City Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Tuesday, the 22nd day of January 2019, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

Marin Independent Journal

4000 Civic Center Drive, Suite 301
San Rafael, CA 94903
415-382-7335
legals@marinij.com
2070419

CITY OF SAN RAFAEL
CITY OF SAN RAFAEL
CITY CLERK, ROOM 209
1400 FIFTH AVENUE, SAN RAFAEL, CA 94901
SAN RAFAEL, CA 94915-1560

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of Marin

I am a citizen of the United States and a resident of the County aforesaid: I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer of the MARIN INDEPENDENT JOURNAL, a newspaper of general circulation, printed and published daily in the County of Marin, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Marin, State of California, under date of FEBRUARY 7, 1955, CASE NUMBER 25566; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

01/04/2019

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated this 4th day of January, 2019.



Signature

PROOF OF PUBLICATION

ATTACHMENT #2

Legal No. 0006275591

CITY OF SAN RAFAEL NOTICE OF PUBLIC HEARING

DATE/TIME:
Tuesday, January 22, 2019 at 7:00 p.m.

LOCATION: City Council Chambers,
1400 Fifth Avenue, San Rafael, CA

PURPOSE: The San Rafael City Council will hold a public hearing in connection with the proposed issuance by the California Municipal Finance Authority (the "Authority") of its revenue note (the "Note") evidencing a borrowing in an amount not to exceed \$4,000,000. Proceeds of the borrowing evidenced by the Note will be loaned to Casa Vista Housing, LLC, a California limited liability company ("Casa Vista"). The proceeds will be used by Casa Vista to refinance outstanding debt of Casa Vista, to finance certain capital improvements, to provide working capital and/or to fund reserves, all with respect to the 40-unit multi-family residential rental facility owned by Casa Vista currently known as Casa Vista Apartments, located at 55 Fairfax Street #27, APN 008-030-04 in the City (the "Housing Facility").

The Housing Facility is currently managed by BRIDGE Property Management Company. All or a portion of the rental units in the Housing Facility are being, and will continue to be, rented to persons and families of low and very low income.

The Note will not constitute a debt or liability of the City, the State of California (the "State") or any political subdivision thereof, other than the Authority, and the loan evidenced by the Note will be payable from funds provided from loan repayments by Casa Vista. Neither the faith and credit nor taxing power of the City, the State or any political subdivision thereof, including the Authority, will be pledged to the payment of the principal or prepayment premium, if any, or interest on the Note. The issuance of the Note will not directly, indirectly or contingently obligate the City, the State or any political subdivision thereof to levy or to pledge any form of taxation or to make any appropriation for its payment. The Authority has no taxing power.

The City Council is conducting the public hearing as an accommodation to Casa Vista. The City will not be the issuer of the Note and takes no responsibility for the financing evidenced by the Note.

Those wishing to comment on the proposed financing and the location and nature of the Housing Facility may either appear in person at the public hearing or submit written comments, which must be received by the City prior to the hearing.

The action on this request qualifies for an Exemption from the provisions of the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061(b), which states that as a "general rule," CEQA applies only to projects and actions which have the potential to cause a significant physical environmental effect on the environment.

IF YOU CANNOT ATTEND:
Written comments should be sent to Lindsay Lara, City Clerk, City of San Rafael, P.O. Box 151560, San Rafael, CA 94915-1560, City of San Rafael, 1400 Fifth Avenue, Room 209, San Rafael, CA 94901.

FOR MORE INFORMATION:
More information regarding the Housing Facility may be obtained from Katherine Fleming, Vice President of Portfolio for BRIDGE Housing Corporation, telephone (415) 321-4009.

SAN RAFAEL CITY COUNCIL

LINDSAY LARA
CITY CLERK, CITY OF SAN RAFAEL

No. 13 Jan. 4 2019

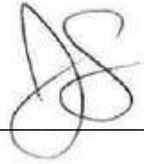


Agenda Item No: 7.a
Meeting Date: January 22, 2019

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Community Development

Prepared by: Paul Jensen, Director

City Manager Approval: 

TOPIC: PROFESSIONAL SERVICE AGREEMENTS FOR GENERAL PLAN 2040 TECHNICAL SUPPORT

SUBJECT: RESOLUTIONS AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS FOR TECHNICAL SUPPORT FOR DEVELOPMENT OF THE GENERAL PLAN 2040 AND THE DOWNTOWN PRECISE PLAN TOTALING AN AMOUNT NOT TO EXCEED \$1,458,933.

RECOMMENDATION:

Adopt the following resolutions authorizing the City Manager to execute professional service agreements with four (4) technical consultants to help complete the General Plan 2040 update and prepare a Downtown Precise Plan:

1. A Resolution Authorizing the City Manager to Execute an Agreement with Placeworks, Inc. to Serve as Environmental Impact Review (EIR) and Engineering and Infrastructure Technical Consultant for the General Plan 2040, with a Two-Year Term and Two Optional One-Year Extensions, for an amount not to exceed \$569,069
2. A Resolution Authorizing the City Manager to Execute an Agreement with Opticos Design, Inc. to Serve as General Plan Community Design and Downtown Precise Plan Technical Consultant for the General Plan 2040, with a Two-Year Term and Two Optional One-Year Extensions, for an amount not to exceed \$493,500
3. A Resolution Authorizing the City Manager to Execute an Agreement with BAE Urban Economics, Inc. to Serve as Economic and Fiscal Technical Consultant for the General Plan 2040, with a Two-Year Term and Two Optional One-Year Extensions, for an amount not to exceed \$123,365
4. A Resolution Authorizing the City Manager to Execute an Agreement with Fehr & Peers Associates, Inc. to Serve as Transportation Technical Consultant for the General Plan 2040, with a Two-Year Term and Two Optional One-Year Extensions, for an amount not to exceed \$273,000

FOR CITY CLERK ONLY

File No.: _____
Council Meeting: _____
Disposition: _____

EXECUTIVE SUMMARY:

As part of the City's General Plan 2040 update, Staff is seeking approval to execute professional service agreements totaling an amount not to exceed \$1,458,933 with four consultants for technical support services. These technical consultants were selected following a competitive request for proposal process.

The City has sufficient fund balance in the General Plan Special Revenue Fund (Fund #218) to support these contracts. This revenue fund was established prior to General Plan 2020 as a way to set aside and save funds needed for a General Plan update without impact to the City's general fund. The City was also awarded a \$500,000 One Bay Area (OBAG) grant to prepare a Precise Plan for Downtown San Rafael to occur concurrently with these efforts. This grant effectively reduces the City's required contribution to the overall effort to \$889,460, by providing \$500,000 in reimbursements for services associated with the development of the Downtown Precise Plan.

BACKGROUND:

The City's current General Plan 2020 has been in place since 2004 and as we approach 2020, is nearing the end of its useful life. In addition, new State laws and regulations coupled with changes to conditions in the community (such as SMART rail service) make the update timely. The new General Plan 2040, once updated and adopted, would guide the City for the next 20 years (2020-2040).

On February 6, 2017, the City Council reviewed a [Preliminary Work Program for the General Plan 2040](#). This document presented the following information and recommendations:

- General expectations on format, scope and timing. It was anticipated that based on the draft scope, the update process should be approximately three years.
- Budget. There are funds accumulating since the last General Plan to cover the cost of this project and should not require General Fund assistance.
- Timely issues and key topic areas that need to be addressed in the Plan. The work program identified the various issues or topics that need to be considered in this plan.
- Staffing and consultant services needs. The work program provided recommendations for how the project will be staffed, including the use of a Project Manager to serve as the lead for the update, with assistance from sub-consultants for technical studies and analysis.
- Community-based planning approach, designed to ensure maximum participation in the process by key community stakeholders. A 21-member "steering committee" of these stakeholders (later increased to 24 members) was recommended to lead the direction of plan preparation and outreach through adoption. These members would represent a wide variety of interest groups in the community and act as liaisons to represent and report to those groups. The Planning Commission and Council were to have periodic check-ins on the plan update and will have ultimate responsibility to review and approve the document.
- Required procedures and recommendations to be followed during the General Plan 2040 process. The draft work program also identifies the procedures to initiate the General Plan update.

The City Council accepted the Preliminary Work Program with revisions. On June 19, 2017, the City Council adopted Resolution No. 14358 authorizing a one-year Agreement for Professional Planning Services with Barry Miller Consulting as Project Manager for the City's General Plan 2040. The City entered into a one-year contract with Barry Miller Consulting to serve as the Project Manager. On June 30th, 2018, this contract was extended for up to two additional one-year terms.

On March 5, 2018, the City Council adopted Resolution No. 14478 approving the final General Plan Work Program and Budget. The final work program included a summary of the General Plan 2040 Tasks (**Attachment 1**) and the approval of an approximately \$1.4 million total implementation budget for FY 2018-19 and FY 2019-20. Most of these funds were intended to support activities in FY 2018-19 and FY 19-20, particularly consulting services for environmental review, transportation, economics, and urban design. Funding for the program was identified as coming from the General Plan Fund #218.

Earlier this year, the City was successfully awarded a \$500,000 One Bay Area (OBAG) grant to reimburse costs associated with the preparation of a Precise Plan for Downtown San Rafael (Resolution No. 14469). The Precise Plan applies policies of the General Plan at a finer level of detail for the Downtown area, effectively becoming a zoning ordinance for Downtown. The Precise Plan also includes a historic resource assessment, a preservation strategy, and design direction for Downtown that goes beyond the scope of the General Plan. The OBAG grant requires a 12 percent local match (\$60,000). The City's match will also be covered by General Plan (Fund #218).

The Precise Plan will be completed and adopted concurrent with the General Plan 2040. There are several overlapping tasks that will reduce the cumulative cost of the two efforts. For example, the two projects will be covered by the same Environmental Impact Report (EIR) and vetted by the same Steering Committee (e.g., the General Plan 2040 Steering Committee).

ANALYSIS:

On August 9, 2018, the City issued a [Request for Proposals \(RFP\)](#) inviting planning firms/consultants to submit proposals for General Plan 2040 Technical Support and Downtown Precise Plan development. The RFP broke this work out into six (6) specific scopes of work (**Table 1**):

Table 1. General Plan and Downtown Precise Plan Technical Consultant Budget

Service Category	General Plan Budget	Precise Plan Budget	TOTAL	Comments
1.CEQA (EIR)	\$490,000	\$60,000	\$550,000	<i>Excludes transportation and utilities-related tasks; excludes certain "Setting" tasks to be completed by staff (GP Project Manager).</i>
2.Transportation	\$140,000	\$40,000	\$180,000	<i>Includes analytical work on the General Plan, Precise Plan, and EIR, but excludes drafting the Circulation Element</i>
3.Engineering/ Infrastructure	\$33,000	\$15,000	\$48,000	<i>Includes analytical work on the General Plan, Precise Plan, and EIR, but excludes drafting the Infrastructure Element</i>
4.Economic and Fiscal	\$82,500	\$35,000	\$117,500	<i>Includes analytical work on the General Plan and Precise Plan but excludes drafting the Economic Vitality Element</i>
5.Urban Design	\$60,000	--	\$60,000	<i>Includes analytical work on the General Plan only. Excludes the Precise Plan.</i>
6.Downtown Precise Plan (planning, design, architectural history, project management)	--	\$410,000	\$410,000	<i>Services include project management, community engagement, PDA profile, historic resource assessment, Plan options, design guidelines, affordable housing and anti-displacement strategy, and the Precise Plan. Downtown Plan tasks associated with transportation, utilities, economics, and CEQA are covered above.</i>
TOTAL	\$805,500	\$560,000	\$1,365,500	

The RFP was sent to 64 firms, representing the full range of services requested. A pre-bid conference was convened at City Hall and 30 individuals attended. An opportunity for follow-up questions was provided, with responses posted on-line for all interested bidders.

On September 5, 2018, the City closed the RFP submittal period and received responsive proposals for all service categories except Engineering/ Infrastructure (**Table 2**).¹ Three selection committees were formed to assist with the selection of consultants. Each committee included a combination of staff (with multiple Departments included) and a member of the General Plan Steering Committee.² The Downtown Precise Plan committee included a staff member from ABAG/MTC. A two-step process was used to evaluate the proposals. The first step was evaluation and scoring of the written proposal based on a series of weighted criteria. The second step was to interview the top three firms in each service category. In the case of the EIR category, there was a tie for the third ranking, and both consultants were invited to interview.

Technical Consultant interviews were conducted from October 31 to November 16, 2018. After interviews, one proposal for each service category was identified as the most responsive to the City's requirements, taking into consideration both the written proposal and in-person interview. Selected consultants can be found in **Table 2** below. In the case of the Engineering/ Infrastructure service category, Staff asked the consultant selected for the EIR category to add this to their proposed services. PlaceWorks, Inc. agreed to this request and submitted a revised proposal including both the EIR and Engineering/Infrastructure scopes of work.

For the Transportation service category, the city received one (1) proposal during the submittal period from Fehr & Peers, Associates, Inc. After review of their proposal, the selection committee found the proposal responsive and recommended moving forward with a contract. The proposed scope of work was expanded to include an update of the City's Traffic Mitigation Fee, including cost estimates for transportation improvements needed by 2040. Due to the additions to the scope, the proposed contract for Fehr & Peers Associates, Inc. is \$260,000 rather than the \$180,000 initially budgeted for this service category.

Table 2. General Plan and Downtown Precise Plan Technical Consultant Selection Summary

Service Category	Proposals Received	Interviews	Selected Consultant
1. CEQA (EIR)	5	4	<i>PlaceWorks, Inc.</i>
2. Transportation	1	1	<i>Fehr & Peers Associates, Inc.</i>
3. Engineering/ Infrastructure	-	-	<i>PlaceWorks, Inc.</i>
4. Economic and Fiscal	4	3	<i>BAE Urban Economics, Inc.</i>
5. Urban Design	6	3	<i>Opticos Design, Inc.</i>
6. Downtown Precise Plan (planning, design, architectural history, project management)	6	3	<i>Opticos Design, Inc.</i>

FISCAL IMPACT:

Staff is requesting approval for four professional service agreements (PSA) for General Plan 2040 Technical Consultants totaling an amount up to \$1,458,460 over the fiscal years ending in 2019 and 2020

¹ The RFP was sent to nine firms with transportation planning capability. Several of these firms attended the pre-bid conference. However, only one firm submitted a proposal,

² General Plan Project Manager Barry Miller did not participate on the selection committees due to the potential for conflict of interest.

(Table 3). The requested PSA amount includes a total base contract amount of \$1,389,460 and an additional five (5) percent contingency included with each contract upon approval of the City Manager. The total contingency across all contracts would be \$69,473. The purpose of this contingency request is to allow the City Manager to approve a minor increase in the total contract amount, if necessary, without the need to return to City Council for approval.

Table 3. Proposed Contract and Budget Amounts for GP2040 Technical Consultants

Service Category	Contractor	Budgeted Amount	Base Contract	Requested PSA Amount*
1. CEQA (EIR) & 3. Engineering/ Infrastructure	PlaceWorks, Inc.	\$598,000	\$541,970	\$569,069
2. Transportation	Fehr & Peers Associates, Inc.	\$180,000	\$260,000	\$273,000
4. Economic and Fiscal	BAE Urban Economics, Inc.	\$117,500	\$117,490	\$123,365
5. Urban Design & 6. Downtown Precise Plan	Opticos Design, Inc.	\$470,000	\$470,000	\$493,500
Total		\$1,365,500	\$1,389,460	\$1,458,933

*The requested PSA amount includes a 5% contingency for each base contract.

For the PSA with Fehr & Peers Associates, Inc. for the Transportation service category, Staff is requesting City Council approve a PSA with a contract amount of up to \$260,000. This contract amount is \$80,000 greater than the \$180,000 listed in the RFP and approved in the General Fund Work Program budget. As described in the Analysis section, the request for a larger contract amount is due to the increased scope of work that what was initially proposed—including the update of the Traffic Mitigation Fee.

The funding for this project is apportioned from General Plan Special Revenue Fund #218. This fund includes revenue for both the implementation of the current General Plan, as well as the General Plan update process. The current fund balance for the entire Fund #218 is approximately \$1.973 million. The revenue that is generated for Fund #218 is through the following two fees that are collected as a surcharge with every building permit issued by the City:

- The General Plan Maintenance (General Plan 2040) Fee is intended to cover the cost of both periodic updates of the City’s General Plan and comprehensive updates to the plan every 20 or so years. This fee is a 0.096% surcharge on the building permit fee and is charged to every building permit. At the start of this fiscal year, the balance for this fund is \$962,688. This portion of the fund is the appropriate source of funding the General Plan update. In addition, this account will continue to accumulate fee revenue through this process, estimated at \$114,000 annually.
- The General Plan 2020 Implementation Fee is intended to cover the cost of implementation of programs identified in the City’s General Plan 2020. This fee is a 0.259% surcharge on the building permit fee and is charged to every building permit. The current balance for this fund is \$1.011 million. In addition, this account will continue to accumulate fee revenue through this process, estimated at \$278,000 annually.

While there is a sufficient fund balance in the General Plan Special Revenue Fund #218 to cover the proposed professional service agreements, funds of \$543,810 will need to be appropriated for FY18/19. For FY19/20, Staff will appropriate sufficient funding at budget preparation.

Additional general plan expenses were included within the approved General Plan work program but are not included in this staff report. These additional expenses include:

- Approximately \$42,000 for on-line engagement and graphic design—two separate but related service categories. On-line engagement includes the development, administration, and analysis of web-based surveys. Graphic design includes book design and publishing (for the General Plan) and the design of “collateral materials” for public meetings.
- Approximately \$30,000 is budgeted for facilitation and outreach services, particularly for larger community workshops designed to attract several hundred attendees.
- Approximately \$150,000 for other expenses associated with the General Plan update. This includes staff overtime costs, a project intern, rental of meeting facilities, printing costs and meeting supplies, State-mandated filing fees, translation and interpreter services, and technology (including computer visual simulations, rental of automated polling devices for public meetings, etc.).

Additional expenses are also expected due to revisions to the contract with Barry Miller Consulting to reflect the additional scope of work associated with the Downtown Precise Plan. Mr. Miller’s current scope covers the General Plan Update only. While this expense was not included in the final General Plan Work Program, there is sufficient funding in General Plan Fund #218 to cover these expenses. Staff will return to City Council with updates as these expenses are further refined.

OPTIONS:

The City Council has the following options to consider regarding this matter:

1. Accept the Professional Services Agreements (PSAs) as recommended by Staff; or
2. Revise all or a portion of the PSAs based on City Council discussion; or
3. Reject all or a portion of PSAs and direct staff to solicit additional RFP’s for the corresponding services; or
4. Continue the matter and request additional information.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt the attached resolutions, authorizing the City Manager to execute Professional Services Agreements with the selected technical consultants for the General Plan 2040 Update and the Downtown Precise Plan.

ATTACHMENTS:

1. Summary of the General Plan 2040 Tasks
2. Resolution Authorizing the City Manager to Execute an Agreement with Placeworks, Inc.
Exhibit 1 - Agreement
Exhibit A to Agreement - San Rafael General Plan 2040 – Environmental Impact Review
Technical Consultant Scope of Work
3. Resolution Authorizing the City Manager to Execute an Agreement with Opticos Design, Inc.
Exhibit 1 - Agreement
Exhibit A to Agreement - San Rafael General Plan 2040 – Transportation Technical Consultant
Scope of Work
4. Resolution Authorizing the City Manager to Execute an Agreement with BAE Urban Economics, Inc.
Exhibit 1 - Agreement
Exhibit A to Agreement- San Rafael General Plan 2040 – Economic and Fiscal Technical
Consultant Scope of Work
5. Resolution Authorizing the City Manager to Execute an Agreement with Fehr & Peers Associates,
Inc.
Exhibit 1 - Agreement
Exhibit A to Agreement- San Rafael General Plan 2040- Community Design and Downtown
Precise Plan Technical Consultant Scope of Work

ATTACHMENT 1

Summary of General Plan 2040 Tasks

Task Description	
PHASE ONE (2017)	
1	Reconnaissance. This task has been completed. It included retention of a project manager, development of a “project library” of relevant planning documents, recruitment and appointment of the General Plan Steering Committee, initial outreach and engagement (website, branding, etc.), and development of the Work Program.
PHASE TWO (2018)	
2	Community Engagement I. This task includes regular meetings of the Steering Committee, outreach to stakeholders and the community at-large, public meetings and workshops, outreach through Boards and Commissions, the project web-site, focused outreach to under-represented groups, media coordination, and an on-line engagement program.
3	Determine General Plan 2040 Structure. This task will determine the organization of the General Plan document, including chapter headings and the key issues to be addressed in each chapter.
4	Retain and Manage Technical Consultants. This includes issuing Requests for Proposals and Qualifications (RFP/RFQ), selection of consultants, and negotiation of Professional Service Agreements and consultant work scopes.
5	Baseline Data Collection and Analysis. This covers the collection and analysis of the data needed to underpin General Plan policies and the EIR. It is organized into 17 sub-tasks corresponding to specific topic areas (Economics, Transportation, Land Use, etc.). An “Existing Conditions Report” will be produced at the end of this task.
6	Policy Audit. This is a policy-by-policy evaluation of General Plan 2040, to be completed collaboratively by staff and the Steering Committee. It also includes a review of policies in related City plans (Climate Change Action Plan, Bike-Ped Master Plan, etc.) and the implications of new State laws.
7	Develop Draft General Plan Maps. This includes defining the General Plan’s Land Use categories (densities, uses, etc.), preparing <i>preliminary</i> land use and circulation diagrams for discussion, and preparing other policy-oriented maps and diagrams to be used in the General Plan. Opportunity sites for future change will be identified through this process.
PHASE THREE (2019)	
8	Measure Plan Impacts. This task involves “testing” the impacts of different land use and transportation scenarios on traffic, greenhouse gas emissions, services and utilities, noise, and the environment. Preferred land use alternatives will be determined for sites or areas where they may be different choices.
9	Prepare Draft Plan. This task involves drafting the General Plan document, including goals, policies, programs, and narrative text.

ATTACHMENT 1

10	Prepare Draft Environmental Impact Report (EIR). This covers all CEQA-related tasks, including initial noticing and scoping sessions; the EIR Project Description; the discussion of setting, significant impacts, and mitigation measures for each topic area; alternatives to the project; and findings.
----	---

Task	Description
11	Community Engagement II. This is the continuation of the engagement strategy through the second half of the project.
PHASE FOUR (2020)	
12	Plan Adoption. This includes steps following publication of the Public Review Draft Plan and EIR, including responses to comments on the Plan and DEIR, revisions to the Plan, and public hearings before the Planning Commission and City Council.
13	Production of Final Plan. This occurs after General Plan adoption, and involves publishing the final documents, including any changes approved during the adoption process.
ON-GOING (2018-2020)	
14	Project Management. This includes tasks associated with administration of the General Plan, including weekly coordination meetings, hiring of temporary staff, processing of invoices, budget tracking, management of mailing lists, grant applications, meeting noticing, and email communication.
15	Supplemental Plans. This task covers parallel long-range planning projects that may take place during the time horizon of the General Plan (potentially including the proposed Downtown Precise Plan).

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH PLACEWORKS, INC. TO SERVE AS ENVIRONMENTAL IMPACT REVIEW (EIR) AND ENGINEERING AND INFRASTRUCTURE TECHNICAL CONSULTANT FOR THE GENERAL PLAN 2040, WITH A TWO-YEAR TERM AND TWO OPTIONAL ONE-YEAR EXTENSIONS FOR A TOTAL CONTRACT AMOUNT UP TO \$569,069.

(Term of Agreement: from January 22, 2019 to January 22, 2021)

WHEREAS, on March 5, 2018, the City Council adopted Resolution No. 14478, which initiated the preparation of General Plan 2040 and accepted the Final Work Program ; and

WHEREAS, on August 9, 2018, the City issued a competitive Request for Proposals for General Plan 2040 Technical Support and Downtown Precise Plan; and

WHEREAS, a selection committee comprised of staff and a General Plan 2040 Steering Committee member was formed to review submitted proposals; and

WHEREAS, the City received five proposals on or before the September 5th, 2018 filing deadline for the Environmental Impact Report (EIR) scope for General Plan 2040 Technical Support and Downtown Precise Plan; and

WHEREAS, the selection committee conducted a thorough and objective review of the received EIR proposals and interviewed four applicants on November 16th, 2018; and

WHEREAS, the selection committee recommended the proposal submitted by PlaceWorks, Inc. as the most responsive to the City's requirements after consideration of both the review of EIR proposal and in-person interview; and

WHEREAS, the City did not receive any proposals for the Engineering and Infrastructure scope of work and PlaceWorks, Inc. agreed to expand their scope of services to include the Engineering and Infrastructure analysis due to their familiarity with the work and the similarities in the analysis with the Environmental Impact Report; and

WHEREAS, the City does not have existing staff persons dedicated to long range planning efforts or the staffing capacity amongst exiting staff to conduct an Environmental Impact Report or Engineering/Infrastructure analysis for the General Plan 2040; and

WHEREAS, the City was awarded grant funding from the Metropolitan Transportation Commission to provide financial support for the creation of a Downtown Precise plan as part of this contract; and;

WHEREAS, the City has sufficient funds in the General Plan Special Revenue Fund #218 to be appropriated for FY18/19 to support this contract for the duration of the contract; and;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby authorizes as follows:

1. An amount of \$233,625 shall be appropriated for FY18/19 from the General Plan Special Revenue Fund #218.
2. The City Manager to sign the Professional Services Agreement with PlaceWorks, Inc. attached hereto as Exhibit 1, subject to final approval as to form by the City Attorney, for services as EIR Technical Consultant, including the Engineering/Infrastructure Scope of work, for the San Rafael General Plan 2040 Update project, with a Term of January 22, 2019 to January 22, 2021, with up to two optional one (1) year extensions, for a total base contract amount up to \$541,970 and an additional five (5) percent of the total base contract, or \$27,099, available upon approval of the City Manager for a total contract amount not to exceed \$569,069.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Tuesday, the 22nd day of January 2019, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

Exhibit 1: Professional Services Agreement between City of San Rafael and PlaceWorks, Inc., with

Exhibit A to Exhibit 1 San Rafael General Plan 2040 – Environmental Impact Review and Engineering and Infrastructure Technical Consultant Scope of Work for PlaceWorks, Inc., January 22, 2019.

AGREEMENT FOR PROFESSIONAL SERVICES
FOR GENERAL PLAN 2040 ENVIRONMENTAL IMPACT REPORT AND
ENGINEERING AND INFRASTRUCTURE TECHNICAL CONSULTING SERVICES

This Agreement is made and entered into this ____ day of _____, 2019, by and between the CITY OF SAN RAFAEL (hereinafter "CITY"), and PLACEWORKS, INC. (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, on February 6, 2017, CITY'S City Council adopted Resolution No. 14276, which accepted the Preliminary Work Program and initiated the preparation of General Plan 2040; and

WHEREAS, the CITY does not have existing staff persons dedicated to long range planning efforts or the staffing capacity amongst existing staff to conduct an Environmental Impact Report for the General Plan 2040, and **CONTRACTOR** has the expertise to do so;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Barry Miller is hereby designated the PROJECT MANAGER for the CITY and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR'S Project Director.** **CONTRACTOR** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. Steve Noack is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONTRACTOR** shall notify the CITY within ten (10) business days of the substitution.

2. **DUTIES OF CONTRACTOR.**

CONTRACTOR shall perform the duties and/or provide technical services for the General Plan 2040, as specified in the "CEQA Scope of Services and Cost" attached hereto as Exhibit "A-1" and incorporated herein by reference, and in the "Engineering Services Scope of Work and Cost" attached hereto as Exhibit "A-2" and incorporated herein by reference.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Section 4 of this Agreement. **CITY** shall also provide a work space for **CONTRACTOR**, background information, oversight and direction, network computer access and other materials necessary for **CONTRACTOR** to perform their duties.

4. COMPENSATION.

For the full performance of the services described herein by **CONTRACTOR**, **CITY** shall pay **CONTRACTOR** as follows:

1. For the services set forth in Exhibits A-1 and A-2, **CITY** shall pay **CONTRACTOR** a Total Base Contract Amount of \$541,970 allocated as follows:
 - a. For the services set forth in Exhibit A-1, **CITY** shall pay **CONTRACTOR** on a time and materials basis as set forth in "Table A-Cost Proposal- EIR" included in Exhibit A-1, in an amount not to exceed \$500,261; and
 - b. For the services set forth in Exhibit A-2, **CITY** shall pay **CONTRACTOR** on a time and materials basis as set forth in "Table A-Cost Proposal-Engineering Services" included in Exhibit A-2, in an amount not to exceed \$41,709.
2. Additional compensation not to exceed five percent (5%) of the Total Base Contract Amount, or \$27,099, may be paid upon approval of the City Manager. In no event shall the compensation payable to **CONTRACTOR** under this Agreement exceed \$569,069.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for 2 year(s) commencing on approval of this contract and ending on January 22nd, 2021. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for two additional periods of up to one year.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent

of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONTRACTOR** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY** once payment has been received by **CONSULTANT**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement. If **CITY** desires to reuse any documents or other deliverables, including electronic media, pertaining to the project prepared by **CONTRACTOR**, **CITY** may do so, but if such documents or other deliverables are reused by **CITY** for any purpose other than that for which such documents or deliverables were originally prepared, or if **CITY** causes such documents or deliverables to be altered without **CONTRACTOR's** written consent, such reuse shall be at **CITY's** risk.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be

performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONTRACTOR's** performance of services under this Agreement. Where **CONTRACTOR** is a professional not required to have a professional license, **CITY** reserves the right to require **CONTRACTOR** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONTRACTOR** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONTRACTOR's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. Other Insurance Requirements. The insurance coverage required of the **CONTRACTOR** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and non contributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONTRACTOR** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONTRACTOR** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall

contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the **PROJECT MANAGER** and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONTRACTOR** shall provide to the **PROJECT MANAGER** or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONTRACTOR** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONTRACTOR'S** performance of its obligations or conduct of its operations under this Agreement. The **CONTRACTOR's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONTRACTOR's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval

of the **CONTRACTOR**'s work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONTRACTOR**'s indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR**'S performance of or operations under this Agreement, **CONTRACTOR** shall provide a defense to the **City Indemnitees** or at **CITY**'S option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONTRACTOR** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONTRACTOR** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages. Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONTRACTOR**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. Indemnity Obligations for Professional Liability. With respect to the Services performed in connection with the Agreement, **CONTRACTOR** shall indemnify, defend, and hold harmless **City Indemnitees** from and against any and all liability, claims, actions, causes of action, demands or charges whatsoever against any **City Indemnitee** for professional liability of any nature, to the extent that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of **CONTRACTOR**. Such costs and expenses shall include reasonable attorney fees for legal counsel of **CITY**'s choice, expert fees, and all other costs and fees of litigation.

D. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. **NONDISCRIMINATION.**

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. **COMPLIANCE WITH ALL LAWS.**

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this

Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO CITY 's Project Manager:	Barry Miller City of San Rafael 1400 Fifth Avenue P.O. Box 151560 San Rafael, CA 94915-1560
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TO CONTRACTOR 's Project Director:	Steve Noack PlaceWorks, Inc. 1625 Shattuck Ave., Suite 300 Berkeley, CA 94709
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16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONTRACTOR** and **CITY** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **CITY** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.


This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

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

CITY OF SAN RAFAEL

CONTRACTOR

JIM SCHUTZ, City Manager

By: 

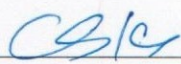
Name: STEVE NOACK

Title: PRINCIPAL

ATTEST:

[If Contractor is a corporation, add signature of second corporate officer]

LINDSAY LARA, City Clerk

By: 

Name: Charlie Knox

Title: Principal

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

EXHIBIT A-1: CEQA SERVICES SCOPE OF WORK AND COST

This exhibit describes the scope of services and products for the CEQA Services supporting both the General Plan Update and Downtown Precise Plan to be conducted by PlaceWorks for the City of San Rafael. This summarized scope is based on the detailed scope provided by the City of San Rafael in the Request for Proposals (RFP) Appendix A, Scope 1: Environmental Review.

SCOPE OF SERVICES

Task 1. Reconnaissance

1.1. Kick-Off Meetings

As part of this sub-task, the PlaceWorks team will work with the consulting project manager to organize and attend two kick-off meetings on the project.

Deliverables:

- List of supplemental data needs

Task 2. Participation in Community Engagement Program

This task addresses meetings with the General Plan Steering Committee and the general community.

2.1. Attend General Plan Steering Committee Meetings

PlaceWorks will attend at least four (4) meetings of the General Plan Steering Committee

2.2. Participate in Community Workshops

PlaceWorks will participate in at least three (3) community-wide workshops. The PlaceWorks team has included a reserve of 54 hours (Task 8.4) to attend unanticipated public stakeholder meetings. The PlaceWorks Team is prepared, if needed, to provide content for the project website and any on-line engagement program. As discussed in Tasks 3.6 and 5.1, the consultant team will attend public hearings before the Planning Commission and City Council.

Task 3. Data Collection and Analysis to Support General Plan and EIR “Setting”

Data collection and analysis for the General Plan Update and the Downtown Precise Plan will be a collaborative effort between all consultants and City staff. City staff and the lead consultant for the Downtown Precise Plan will be responsible for providing and analyzing the existing conditions and baseline data for the following CEQA-related topics:

- a. Aesthetics

- b. Land Use
- c. Population and Housing
- d. Public Services
- e. Recreation

Other consultants retained by the City will prepare existing conditions sections for their sections, including the transportation and engineering sections. The PlaceWorks Team will prepare the following sections, as “White Papers”, which will be formatted as stand-alone existing conditions sections that will include a description of the regulatory environment (Federal, state, regional and local) and of the “on the ground” conditions pertinent to the specific topic. These reports will be distributed to the General Plan and Downtown Precise Plan teams, and will be made available to the public.

As part of this task, PlaceWorks will prepare a template and rough content outline for all of the topic areas that will be used in the EIR, in order to ensure that the reports include the requisite information needed to conduct the impact analysis in the EIR.

All reports will be prepared in draft and final versions, pending review by the managing consultant and City staff.

3.1. Prepare Natural Resources Inventory Maps and Reports

The PlaceWorks team will prepare a Natural Resource Inventory document, supported by extensive mapping, that will provide baseline data necessary to complete the Conservation Element of the General Plan, and related sections of the EIR. The majority of this work will be completed through examination of existing City documents, database review, and field verification, as needed, to ensure all information used is up- to-date.

This sub-task will include a summary of all existing federal, State, and local regulations addressing biological, hydrological, and mineral resources. This data may include maps, tables, and summaries of the following data:

- a. Vegetation types.
- b. Natural communities and wildlife habitats.
- c. Special status species designated on the California Natural Diversity Data Base.
- d. Hillside preservation.
- e. Tree protection and planting.
- f. Invasive plant control.
- g. Predatory animal control.
- h. Local soil types.
- i. Agricultural resources including Farmland of Statewide Significance.
- j. Water resources (discusses creek and shoreline access, creek daylighting, and bank protection).
- k. Wetlands management and preservation, restoration, and mitigation.
- l. Consideration of rising sea level and need for adaptation.

This sub-task will also assess existing 2020 General Plan policies regarding the above mentioned environmental sections as needed.

3.2. Prepare Environmental Hazard Maps and Report

PlaceWorks will provide the baseline data needed to update the General Plan Safety Element, and prepare the Hazards and Hazardous Materials EIR Section. We will provide information on, seismic hazards, landslide potential, flooding, dam

failure, wildfire hazards, aviation hazards, hazardous materials, emergency preparedness, and potential impacts of global climate change. This information will be gathered from existing federal, state, regional, and local resources and programs, as well as the 2020 General Plan EIR, the updated Climate Change Action Plan, the Local Hazard Mitigation Plan, and recent studies regarding sea level rise and climate change vulnerability, including Marin Bay Waterfront Adaptation Vulnerability Evaluation (BayWAVE). PlaceWorks will compile information and maps for the downtown area and the community. Each section of the report is described below.

a. Geologic Hazards

PlaceWorks will document hazards including ground shaking, liquefaction, fault rupture, differential settlement, and earthquake-induced landslides. We will include maps showing regional fault lines and earthquake probabilities, along with related hazards induced by earthquakes. The report will include documentation of specific hazards within the city such as unreinforced masonry and soft-story buildings in the downtown.

b. Flood Hazards

PlaceWorks will document the flood hazards in the City, using the FEMA-designated 100-year and 500-year flood zones, along with other applicable flooding sources regarding the City of San Rafael. We will address the following topics in the report. Associated maps and summaries will cover the following topics:

- a. Sea level rise.
- b. Coastal bay flooding.
- c. Adaptation strategies for flooding.
- d. Dam failure maps.
- e. Tsunami inundation maps and data.
- f. Watershed maps.
- g. Flood control efforts and flood hazard mitigation.
- h. Location and function of pump stations.

c. Wildfire Hazards

Wildfire hazards will include mapping of fire hazard severity zones as required by Senate Bill (SB) 1241 and will suggest ways to reduce wildfire risk in the San Rafael Planning Area. We will consult with the California Department of Forestry and Fire Prevention, as well as with the City and Marin County Fire Departments. This section will also discuss wildfire hazard mitigation measures such as defensible space, vegetation management, emergency vehicle access, street sign visibility, and availability of water in the event of a fire.

d. Hazardous Materials

PlaceWorks will prepare the hazardous materials section that will identify areas within San Rafael where hazardous materials are either stored or handled. Hazards associated with the following will be discussed:

- a. Leaking of underground storage tanks.
- b. Groundwater contamination.
- c. Spill prevention and accidental releases.
- d. Hazardous waste clean-up.
- e. Hazardous waste transportation.
- f. Demolition or renovation near sites with asbestos, lead-based paint, and universal wastes.

e. Additional Topics (Airport Safety and Emergency Preparedness)

PlaceWorks will provide mapping and reporting on aviation hazards that could potentially occur at or near the San Rafael Airport, and any potential influences on existing or future operations. This section will also summarize San Rafael's

emergency preparedness programs, including community-focused programs, City-focused programs, and automated notification systems, in addition to identifying evacuation routes per State General Plan guidelines. We will also include information on post-disaster recovery.

3.3. Prepare Air and Water Quality Report

a. Air Quality Report

PlaceWorks will prepare a white paper describing the existing federal, state, BAAQMD, and local regulations and plans governing criteria air pollutants and toxic air contaminants (TACs). To establish existing conditions, PlaceWorks will document air quality information for the City of San Rafael compiled by the California Air Resources Board (CARB). PlaceWorks will also coordinate with BAAQMD to identify major stationary sources of emissions and utilize data from the Traffic Engineer to identify high volume roadways in the City (e.g., US 101 and I-580) that have the potential to generate elevated concentrations of air pollutants. PlaceWorks will summarize the recommendations of CARB and the California Air Pollution Control Officer's Association regarding siting new sensitive receptors proximate to major sources of air pollution. As part of the General Plan Update, PlaceWorks will consider General Plan policies and/or mitigation measures that identify studies required for future development applications, and performance standards for the new sources of emissions, to reduce emissions and ensure the City's land use compatibility concerns are addressed.

b. Water Quality Report

PlaceWorks will summarize existing water quality information from published materials from the Regional Water Quality Control Board and other sources related to water quality and sanitation, which will include summaries of federal, state, county, and local jurisdictions governing water quality. Discussion of the countywide Stormwater Pollution Prevention Program, associated permits, and clean water initiatives will be included. Current data on issues related to erosion, sedimentation control, canal and nearshore sanitation, illegal dumping, and water quality education will also be discussed.

3.4. Prepare Noise Report

PlaceWorks will describe the regulatory environment addressing noise and vibration at the federal, State and local levels. PlaceWorks will identify major sources of noise in the City and document existing noise levels that will be used for the General Plan and Downtown Precise Plan EIR. PlaceWorks will conduct a noise measurement field survey of the City to acquire ambient noise level data. The ambient noise measurement survey will consist of up to 20 short-term (15-minute) locations and up to 10 long-term (48-hour) locations. These locations will be selected by PlaceWorks, in coordination with City staff, and will take into consideration the major roadways, SMART train (with and without Quiet Zones), San Rafael Airport, and stationary sources of noise. The field data will provide baseline noise levels and will be used to supplement and validate traffic and rail modeling conducted for the EIR.

PlaceWorks will prepare a contour diagram and maps showing approximate noise levels throughout the city.

3.5. Prepare Sustainability, Energy, and Greenhouse Gas Report

PlaceWorks is prepared to work alongside the City's Sustainability Manager and staff updating the City's Climate Change Action Plan. We understand that the CCAP update has included a recent inventory of greenhouse gas (GHG) emissions, projections for 2020, 2030, and 2040, and new, quantified GHG reduction strategies to support the City's achievement of its 2030 GHG reduction target. PlaceWorks staff is prepared to summarize CCAP baseline energy and GHG emissions data to be used in the General Plan and related EIRs where it may affect land use, transportation, and conservation planning. This sub-task will include documentation of issues related to energy such as electricity and natural gas within the city. Citywide data to be summarized includes the following:

- a. Proposed City GHG reduction targets for 2020, 2030, and 2040.
- b. Existing state reduction targets.

- c. Community-wide energy use, past, recent and projected.
 - d. Energy conservation and efficiency strategies, existing and proposed.
 - e. Renewable energy resources, existing and proposed.
 - f. Clean and renewable energy acquisition strategies, existing and proposed.
 - g. GHG reduction strategies, existing and proposed.
 - h. Vehicle miles traveled trend data.
 - i. Bicycle, pedestrian, and transit use data (if available).
 - j. Existing strategies to reduce VMT and increase alternative transportation modes.
- PlaceWorks staff is prepared to complete any additional work needed to complement this sub-task.

3.6. Prepare Cultural Resources Report

TOA will prepare a summary of cultural resources in San Rafael both citywide, and with an emphasis on the downtown area, including archaeological, prehistoric, and tribal resources, which will include compliance with AB 52 and SB 18 regulation. Once receiving summary of local preservation efforts, initiatives, and highlighted policy issues with historic preservation, heritage, tourism, and urban design from the City, TOA will provide summary of existing laws, regulations and rules related to cultural resource protection. For the purpose of the General Plan, data and regulation summary of the Cultural Resources Report will focus on ways to strengthen existing preservation in the City, with a capability to proposed new preservation techniques if determined necessary.

Deliverables:

- White Paper template, and content outline for each topic
- Draft and final white papers

Task 4. Participation in General Plan Alternatives and "Testing"

PlaceWorks is prepared to aid in any needed testing of General Plan alternatives needed from City staff and other consultants. PlaceWorks will initially participate in this process by providing order of magnitude estimates regarding the potential environmental impacts associated with different alternatives. Any additional testing assistance needed from PlaceWorks will be completed upon request.

Task 5. Prepare Draft General Plan EIR

PlaceWorks will prepare an Administrative Draft EIR and submit it electronically to City staff for review and comment. The impact analysis will be comprehensive and cover all CEQA requirements. Significance criteria will be identified for each impact topic based upon thresholds of significance identified in Appendix G, Environmental Checklist Form, of the State CEQA Guidelines and identified in the scoping process.

Impacts and mitigation measures will be organized and discussed by topic. For each identified environmental impact, a set of feasible mitigation measures will be recommended. Pertinent calculations and technical information will be provided in attached appendices.

The ADEIR will cover the following topics:

- **Executive Summary.** PlaceWorks will create a summary in a form consistent with CEQA Guidelines Section 15123, Summary. This summary will facilitate a quick understanding of environmental issues and the actions required to

mitigate potential impacts. It will include a summary table of impacts, mitigation measures, and levels of significance before and after mitigation.

- **Project Description.** The Administrative Draft EIR will include the project description drafted for the project as part of Task 5.3.
- **Setting, Impacts, and Mitigation Measures.** The existing setting information, impact analyses, and mitigation measures will be combined to create chapters describing environmental consequences for each CEQA-required topic.
- **Alternatives Evaluation.** The alternatives evaluation chapter will include a tabular comparison of the alternatives impacts, and a qualitative comparison in adequate detail to provide meaningful distinctions and conclusions.
- **CEQA-Mandated Sections.** PlaceWorks will prepare assessment conclusions to meet CEQA Guidelines for the following mandatory findings:
 - Cumulative Impacts
 - Growth Inducement
 - Unavoidable Significant Effects
 - Significant Irreversible Changes
 - Impacts Found Not to be Significant
- **Organizations and Persons Consulted.** This chapter will include agencies and persons contacted and literature reviewed.
- **Report Preparers.** This chapter will identify the consultants and staff who prepared the EIR.

Potential significant impacts anticipated to occur as a result of the proposed General Plan and Downtown Precise Plan shall be mitigated to be less than significant as much as possible. In the event that potential significant impacts remain, new policies and programs will be proposed to further mitigate the potential impacts. PlaceWorks supports the City's goal of creating "self-mitigating" plans as frequently as possible.

The PlaceWorks team will complete the following tasks in preparing the EIR.

5.1. Notice of Preparation and Scoping Session

PlaceWorks will prepare a Notice of Preparation (NOP) of an EIR pursuant to CEQA Section 15082, Notice of Preparation and Determination of Scope of EIR, and distribute it to the State Clearinghouse. In addition, Steve Noack of PlaceWorks will attend a scoping meeting. PlaceWorks will prepare a presentation for the meeting. This scope assumes the scoping meeting will occur at a regularly-scheduled Planning Commission meeting, and that City staff will be responsible for noticing and outreach.

5.2 Confirm Thresholds of Significance

Each topical issue included in the DEIR will have corresponding significance criteria which will focus analyses provided in the EIR. The significance criteria will be compiled from a number of sources, including CEQA guidelines, federal and State regulatory agency standards, regional agency standards, General Plan 2020 and input from City staff and the public. The significance criteria for transportation thresholds will depend on previously mentioned tasks regarding Vehicle Miles Traveled (VMT) over Level of Service (LOS).

5.3 Prepare EIR Introduction and Project Description

The introduction of the EIR will discuss the purpose, intended use, tiering and streamlining process, the environmental review process, organization of the EIR and its relation to other plans and regulations, actions required to implement the General Plan, explanation of mitigation measures, and a description of agencies that may use the EIR.

PlaceWorks will draft a project description for City staff to review and approve, with additional narrative discussing the location, and regional context of the City. This section will also discuss the general components of General Plan 2040, as well as the differences between General Plan 2020 and the new update, which will be discussed in a quantifiable manner, as will the rest of the EIR document. When discussing the project description of the Downtown Precise Plan, PlaceWorks will include summary of major policy recommendations, zoning changes, circulation proposals that have potential to impact the environment. The project description will expand on the purposes of the EIR for both the General Plan and the Downtown Precise Plan, and will discuss the required permits and approvals needed to adopt each plan.

5.4 Draft Setting, Impacts, and Mitigation Measures for CEQA Topics

PlaceWorks will prepare the setting section of the EIR by referencing existing conditions data compiled by City staff and the consultant teams in Task 3. Each section will include a discussion of impacts and mitigation measures per CEQA guidelines. Unlike previous sections, this analysis will be qualitative in nature, with a narrative discussion of potential impacts supported by General Plan policies that will serve as mitigation. The applicable sections to be included are listed below as sub-tasks.

i. Aesthetics and Visual Resources

The aesthetics analysis will review General Plan Update policies and programs that may impact scenic vistas and other resources, such as views of the hills or the Bay. This section will determine whether the General Plan or the Downtown Precise Plan will have a substantial adverse effect on any protected aesthetic or visual resources. The setting will include a description of scenic views and corridors within and adjacent to the city. If necessary, mitigation measures to reduce aesthetics impacts to a less-than-significant level will be recommended in the form of additional or revised policies.

ii. Agriculture

This section will catalog any local agricultural resources, including urban agriculture. Potential impacts to these resources as a result of the proposed plans will be analyzed to determine if they pose a substantial adverse effect. These impacts may occur through direct conversion of Important Farmland, conflicts with land protected under Williamson Act contracts, or through potential indirect impacts on existing agricultural operations. In the event an impact is determined to be significant, mitigation measures shall be included to reduce the impact to as minimally significant as possible.

iii. Air Quality

a) General Plan and Precise Plan – Air Quality Management Plan Consistency

The San Francisco Bay Area Air Basin (SFBAAB) is in nonattainment for particulate matter and for ozone. BAAQMD has adopted the 2017 Clean Air Plan: Spare the Air, Cool the Climate, which is the air quality management plan (AQMP) for the SFBAAB to ensure it can attain the long-term National and California ambient air quality standards. PlaceWorks will analyze consistency with the strategies in BAAQMD's AQMP. Additionally, PlaceWorks will analyze whether the proposed General Plan and the Precise Plan would result in higher VMT growth per capita and per service population than under existing conditions, per the BAAQMD's CEQA Guidelines Plan-Level criteria.

b) General Plan and Precise Plan – Other Air Quality Impacts

The air quality impact analysis will also describe land uses in the City that have the potential to generate nuisance odors. Buffer distances and/or control measures for sources listed in the BAAQMD's guidelines will be incorporated. Because the SFBAAB is designated as in attainment for carbon monoxide (CO), CO hotspots will be described qualitatively based on BAAQMD's CEQA Guidelines screening analysis. The General Plan and Precise Plan are plan-level documents; and therefore, modeling of construction health risk is not proposed. However, policies and/or mitigation measures will be incorporated, as needed, to ensure that project-level analyses achieve the BAAQMD performance standards.

c) General Plan – Criteria Air Pollutant Emissions

PlaceWorks will quantify criteria air pollutants from on-road transportation, energy use, and area sources associated with implementation of the General Plan Update. VMT will be modeled using the California Air Resources Board's (CARB) latest emissions factor model (EMFAC) based on data provided by the City's Traffic Engineer. Residential and non-residential natural gas use will be based on the activity data being prepared for the Climate Change Action Plan CCAP provided by the City and/or the City's consultant. Area sources of criteria air pollutants (e.g., off-road equipment, will be based on data available from the California Air Resources Board's (CARB) OFFROAD2017 model. While industrial sources in the City generate emissions, these stationary sources are permitted sources of emissions and not under the direct or indirect control of the City. If information is available for permitted sources from BAAQMD, these sources will be identified within the inventory separately. Potential regional localized air quality impacts from construction activities associated with implementation of the General Plan will be described qualitatively.

d) Precise Plan – Criteria Air Pollutant Emissions

Construction-Related Emissions. For the Precise Plan analysis, PlaceWorks will provide an estimate of short-term criteria and GHG emissions generated from construction activities. Modeling will be based on the construction schedule, preliminary list of construction equipment per construction phase, demolition quantities and duration, and soil export volume, if necessary, provided by the City. Where information is unavailable, we will use CalEEMod defaults, as appropriate, and work with City to develop the worst-case construction assumptions. Emissions will be compared to the BAAQMD significance criteria. The EIR will identify additional performance standards and measures that future development would need to consider will be identified to reduce potential construction-related impacts, including construction risk impacts, of the Precise Plan.

Operational-Related Emissions. Emissions from the current and proposed land use designations within the Precise Plan will be modeled based on the land use statistics (e.g., units and non-residential square feet) developed for the project. Trip generation, vehicle miles traveled, and reductions in trips and VMT provided by City's traffic engineer for the Precise Plan only will be incorporated into the model. For the purpose of this scope and cost estimate, emissions associated with full buildout of the Precise Plan will be quantified and are assumed to be consistent with the buildout horizon year modeled for the General Plan (additional phasing and/or opening year modeling scenarios would require a contract amendment). Emissions will be modeled with CalEEMod and incorporated into the environmental analysis. The total increase in criteria air pollutant emissions compared to the existing land uses will be compared to the BAAQMD significance thresholds.

iv. *Biological Resources*

Environmental Collaborative will be responsible for collecting the existing conditions for the biological resource section, which will discuss potential impacts the General Plan and Downtown Precise Plan may have on existing biological resources. These impacts include those on federal or state protected sensitive environments or special status species. In the event that a potential significant impact is foreseen on existing biological resources, mitigation measure will be drafted to reduce the impact to be as minimally significant as possible.

v. *Historic and Cultural Resources (Non-Tribal)*

Based on the existing condition information compiled for historic and cultural resources, TOA will assess the potential of the General Plan Update to impact prehistoric, historical, or built environment cultural resources, including the potential for buried resources. This will include a recap of the prehistory and history of the city and a review of local, State, and federal laws regarding the treatment of cultural resources. Mitigation measures will be prescribed as appropriate.

vi. *Energy*

a) General Plan – GHG Emissions and Energy Use

PlaceWorks will incorporate the baseline inventory and 2020, 2030 and 2040 community forecasts being prepared for the Climate Change Action Plan (CCAP) Update. If needed, PlaceWorks can adjust the emissions and energy forecasts being

developed for the CCAP update to ensure that (1) the emissions forecast for General Plan buildout is consistent with the demographic projections for the City being developed for the General Plan, (2) it includes the Sphere of Influence (SOI); and (3) is based on the updated vehicle miles traveled data for the General Plan being prepared by the City's traffic consultant. PlaceWorks will coordinate with the CCAP consultant to obtain the activity data used for the baseline inventory in order to avoid redundant work efforts. PlaceWorks has also included hours for assistance with GHG reductions for up to four additional measures being considered for integration in the General Plan and/or CCAP.

b) Precise Plan – GHG Emissions and Energy Use

The BAAQMD CEQA Guidelines requires a project-level analysis of GHG emissions for a Precise Plan. PlaceWorks will quantify emissions from the current and proposed land use designations based on the existing and planned land use statistics (e.g., units and non-residential square feet) developed for the Precise Plan. Trip generation, vehicle miles traveled, and reductions in trips and VMT provided by the City's Traffic Engineer will be incorporated into the model. For the purpose of this scope and cost estimate, emissions associated with full buildout of the Precise Plan will be quantified and are assumed to be consistent with the buildout horizon year modeled for the General Plan (additional phasing and/or opening year modeling scenarios would require a contract amendment). Emissions will be modeled with CalEEMod in a manner consistent with the GHG inventory and forecast update, and incorporated into the environmental analysis. The total increase in GHG emissions compared to the existing land uses will be compared to the BAAQMD significance thresholds.

vii. *Geology and Soils*

PlaceWorks will prepare the "Setting" section of the EIR, relying on the existing conditions data collected. It is expected that geologic impacts may relate to seismic shaking, liquefaction, erosion, expansive soils, and subsidence. Potential seismic impacts, including ground shaking, surface rupture, liquefaction, and landslides will be described, as well as impacts to potential paleontological resources. Additionally, potential impacts related to geotechnical soil properties, such as erosion, expansive soils, and subsidence will be described. PlaceWorks will review the draft General Plan policies pertaining to geology, soils, and seismicity, and suggest revisions to these policies or new policies, if necessary, in order to mitigate potential geotechnical impacts.

viii. *Greenhouse Gas Emissions*

Implementation of the City's General Plan Update and Downtown Precise Plan would be expected to increase GHG emissions from energy use (natural gas and electricity), transportation sources, water use and wastewater generation, and solid waste disposal. The EIR will evaluate the impact from the change in GHG emissions in the City compared to CEQA baseline conditions, pursuant to BAAQMD's thresholds.

The GHG section in the EIR will also discuss the City's commitment to reducing GHG emissions in accordance with the GHG reduction goals of Assembly Bill 32 (AB 32) and Senate Bill 375 (SB 375). Project consistency with the California Air Resources Board's 2008 Scoping Plan and 2013 Scoping Plan Update and Plan Bay Area (as the region's SCS) will also be reviewed.

ix. *Hazards and Hazardous Materials*

PlaceWorks will evaluate potential impacts associated with the use of hazardous materials during construction and land use operations. Potential impacts associated with development in areas with known or potential subsurface contamination and associated with aviation hazards, wildland fires, and emergency response and evacuation procedures will also be discussed. Potential public health and safety concerns in the city also may include demolition or renovation of buildings containing hazardous materials, and the proper management of hazardous materials during construction and land use operations. Mitigation measures will be described as appropriate.

x. *Hydrology and Water Quality*

As part of this sub-task, PlaceWorks will analyze potential impacts related to flooding, hydrology, groundwater, and water quality. Risks resulting from implementation of the proposed plans will be assessed for areas with a high flood risk, and areas that may exacerbate downstream flood hazards and drainage issues. Other considerations will be accounted for regarding risk of coastal floods, sea level rise, decrease of groundwater supplies, groundwater contamination, increases in impervious surfaces and polluted runoff, and discharge of pollutants such as hydrocarbons and heavy metals. Special attention will be given to the San Rafael Canal and the San Francisco Bay coastal regions. All mitigation measures proposed as part of the General Plan update and the Downtown Precise Plan will comply with federal, State, regional, and local regulations for water quality.

xi. *Land Use and Planning*

The land use and planning sub-task is meant to determine if the proposed General Plan or Downtown Precise Plan will physically divide any existing community within San Rafael. Consistency between the proposed plans and existing plans, regulations, and local and regional laws will be checked to ensure there are no conflicts. Analysis of the proposed plans will address significant changes to policies or mapping that may alter the land use and planning sections of the preexisting General Plan used in the City. Secondary land use impacts from any proposed changes will be measures in association to an increase in traffic, noise, and emissions, and policies will be introduced in this sub-task that will help mitigate these effects.

xii. *Mineral Resources*

PlaceWorks will work to gather an up-to-date list of all known mineral resources within the City by using City staff records and related documents. These known mineral sources will be compared to areas of the General Plan and Downtown Precise Plan that may impact the integrity of these resources. This may include any proposed land use changes that would disturb or extract any mineral resources. In the event that a land use change is expected to disturb a mineral resource, mitigation measures will be included to reduce the effect.

xiii. *Noise and Vibration*

PlaceWorks will prepare the noise and vibration technical analyses to support the General Plan Update and Downtown Precise Plan. The EIR will discuss relevant standards and criteria for noise exposure, including those in the General Plan Noise Element and Municipal Code. The results of this analysis will be summarized in the EIR and modeling will be provided in an Appendix.

a) Existing Noise Conditions

Noise PlaceWorks will identify major sources of noise in the City and document existing noise levels that will be used for the General Plan and Downtown Precise Plan EIR. PlaceWorks will conduct a noise measurement field survey of the City to acquire ambient noise level data. The ambient noise measurement survey will consist of up to 20 short-term (15-minute) locations and 10 long-term (48-hour) locations. These locations will be selected by PlaceWorks, in coordination with City staff, and will take into consideration the major roadways, railroad, San Rafael Airport, and stationary sources of noise. The field data will provide baseline noise levels and will be used to supplement and validate traffic and rail modeling conducted for the EIR.

b) On-Road Transportation Noise

PlaceWorks will model existing and future traffic noise levels using a version of the U.S. Federal Highway Administration (FHWA) Traffic Noise Model or SoundPLAN. PlaceWorks will develop noise contours based on the existing traffic data and the future traffic forecasts. The noise contour map will identify areas along freeway and roadway segments that would be exposed to noise increases above established significance criteria. Additionally, PlaceWorks will also work with the City to identify transportation-related noise thresholds that future discretionary projects can utilize to evaluate if traffic noise increases of the project are significant.

c) Airport Noise

The noise assessment will address airport noise. Noise contours from aircraft overflights will be based on public data available from the City. No new airport noise modeling is proposed.

d) Rail Noise

PlaceWorks will identify potential noise impacts to noise-sensitive uses in the City from railways, including SMART.

e) Stationary Noise

PlaceWorks will analyze noise impacts from non-transportation sources such as major commercial/ industrial uses in terms of potential impacts to nearby noise-sensitive receptors and the noise limitations identified within the City's Municipal Code. PlaceWorks will also work with the City to identify stationary noise thresholds based on the City's Municipal Code that future discretionary projects can utilize to evaluate if stationary noise impacts of the project are significant.

f) Construction Noise and Vibration

PlaceWorks will provide a qualitative analysis for potential construction impacts associated with buildout of the General Plan. Future noise and vibration effects from construction activities will be discussed in terms of accepted standards from the U.S. Federal Transit Administration (FTA). Feasible mitigation measures will be identified to minimize future construction-related noise within the City and SOI. Additionally, PlaceWorks will also work with the City to identify construction-related noise and vibration thresholds that future discretionary projects can utilize to evaluate if construction noise and vibration impacts of the project are significant.

xiv. Population and Housing

The City of San Rafael is a key housing, transportation, and recreational area for Bay Area residents. San Rafael is the premiere economic, financial, cultural, and service center of the North Bay, offering a beautiful setting to live and work. As such, the population of the City is expected to continue to increase, and the demand on housing must do the same to accommodate those wanting to live in such a dynamic City. The population and housing sub-task is a critical element of the EIR that will provide support and justification for the amount of housing proposed in the General Plan and Downtown Precise Plan, the main purpose of these plans being to facilitate a smart growth objective to reach population, housing, and employment goals.

This sub-task of the EIR will focus on ensuring that the housing and employment opportunities proposed in the plans will meet the goals set forth locally and regionally, as well as addressing future imbalances between the jobs and housing growth, commercial growth stimulating housing demand, and potential displacement.

xv. Public Services

PlaceWorks will use the existing public services conditions collected by City staff in Tasks 3 and 4 to complete an analysis of the City as-is and in the future, accounting for changes proposed by each plan. Any concerns expressed by service providers will be addressed and mitigated to the fullest extent possible. Secondary impacts associated with the construction of new public facilities will be addressed, with mitigating policies and programs being identified when needed.

xvi. Recreation

PlaceWorks staff will use City-collected parks and recreation data to determine the existing status and demand of parks. Proposed population changes and housing distribution as part of the proposed plans will be compared to the existing conditions to determine if additional park facilities are needed.

xvii. Transportation and Traffic

PlaceWorks is prepared to incorporate the transportation and traffic studies and existing conditions documented by the transportation consultant into the EIR. San Rafael serves as a major transportation hub for those living and working in the

city and elsewhere in the Bay Area. PlaceWorks will ensure the data collected, and any changes to the transportation element of the General Plan and Downtown Precise Plan are adequate to address the transportation needs anticipated in the future. Thresholds of significance will be based on a VMT model as required by SB 743, ensuring there are several alternatives presented by the transportation consultant that will adequately represent the dynamic needs of the San Rafael transportation system.

xviii. Tribal Cultural Resources

TOA will identify any tribal cultural resources within the City, as well as areas where there may potentially be tribal cultural resources that have not been documented. The types of resources documented will range from sites and sacred places, to features and landscapes, and any object that may be of cultural value to a California Native American tribe. As required by AB 52, TOA will consult with Native American tribe representatives to ensure locations of proposed land use and planning changes will not conflict with known or potential tribal cultural resources. Mitigation measures will be identified and included as needed.

xix. Utilities and Service Systems

The utilities and service system sub-task will address any potential impacts the General Plan and Downtown Precise Plan may have on water, water systems, wastewater, stormwater, drainage, electric power, natural gas, or telecommunication facilities. Although the engineering consultant will have the lead role in collecting data and analyzing for this task, PlaceWorks will ensure consistency with local regulations, and incorporate any needed discussion and mitigation measures into the EIR.

5.5. Document Project Alternatives and CEQA-Required Conclusions and Findings

The PlaceWorks team will evaluate alternatives in the EIR that focus on citywide General Plan alternatives, with included alternatives for the Downtown Precise Plan area. A “No Project” alternative will be included for both proposed plans, while other alternatives will be produced through the planning process and various community engagement strategies throughout the process, ensuring discussion of the benefits and drawbacks of each cited alternative. Additionally, each alternative will be consistent with the objectives outlined in the project description.

Cumulatively, the EIR will address the overall impacts and implications the projects may have on regional growth for Marin County and the Bay Area as a whole. This analysis will consider the potential growth-inducing elements of each plan and appropriate conclusions will be prepared to fulfill CEQA requirements related to unavoidable significant impacts, significant irreversible changes, short and long-term productivity, and effects believed to be insignificant.

5.6. Prepare Summary of Impacts

A summary of all impacts will be included as a matrix which will briefly describe the level of impact the projects would have on each CEQA topic. Mitigation measures will be noted in the table.

5.7. Produce Administrative Draft EIR

An Administrative Draft EIR will be prepared, and will include additional sections such as the List of Persons Contacted, Bibliography, Technical Appendices, and a Table of Contents. The purpose of the Administrative Draft EIR is to give City staff a chance to review and comment, circulating the document to all relevant City staff, and compiling a list of comments for PlaceWorks to revise.

5.8. Revise Administrative Draft and Produce Screencheck Draft EIR

Once staff comments have been received, PlaceWorks will revise the EIR to reflect comments and concerns expressed on the Administrative Draft. A Screencheck Draft will be prepared as a second copy in which City staff will once again review and provide redlined comments and revise formatting.

5.9. Publish Draft EIR and Prepare Notices

Revisions to the Screencheck Draft will be incorporated by PlaceWorks to prepare an official Draft EIR to be circulated for public review and comment. The revised document will be known as the Public Review Draft EIR (DEIR). PlaceWorks will provide City staff with 25 hard-copies of the DEIR, as well as a PDF version for easy access online.

PlaceWorks will complete a Notice of Completion, and send 15 copies of the DEIR to the State Clearinghouse, which will begin the public review period. Other responsible agencies will be notified of the availability of the DEIR and contacts listed on the project mailing list will be notified of the document's availability.

Task 6. Prepare Final EIR

After the close of the public review period, PlaceWorks will revise the EIR to incorporate comments into what will constitute the Final EIR.

6.1. Prepare Documents

As per CEQA guidelines, the public review period shall be open for a minimum of 45-days. Comments will be annotated and entered into a spreadsheet as they are received, and will be scanned and organized as they are received. A minimum of one Planning Commission hearing should take place before the conclusion of the public review period.

Once the public review period has ended, PlaceWorks will prepare a Response to Comments, collaborating with other related consultants to ensure all public comments are addressed in the respective plans they are related to. PlaceWorks is prepared to lead the effort in responding to public comments and delegating the information to City staff and other project team members.

The Final EIR will include a compilation of the public comments received, as well as any clarifications or corrections expressed in the DEIR phase. The Final EIR will also include the Mitigation and Monitoring Reporting Program, a Statement of Overriding Considerations, and the overall Findings of the EIR. A Screencheck Draft of the Final EIR will be provided to City staff for final revisions. Once revisions are completed, PlaceWorks will prepare a Notice of Determination for signature by the City, and will file in both the County Clerk office and the State Clearinghouse.

6.2. Public Hearings

After the Final EIR has been released, PlaceWorks will attend one public hearing of the Planning Commission as part of the Plan adoption and the EIR Certification process. PlaceWorks is available to attend any additional public hearings that may be necessary.

Additionally, PlaceWorks will attend up to two noticed public hearings of the City Council in which the Council will consider the recommendation made by the Planning Commission to adopt the proposed plan and EIR. PlaceWorks is prepared to prepare supplemental responses to comments made by the Planning Commission, and is available to assist City staff in the presentation and answering Council questions regarding the EIR. Editing of the Final EIR per Council directions will be completed if necessary.

Task 7. General Plan Mapping Support

1. Prepare General Plan Maps

PlaceWorks staff will prepare miscellaneous maps for the General Plan, as directed by City staff and consultant.

Task 8. Project Management and Administration

8.1. Work Progress Meetings

To ensure the projects stays on-time and on-budget, PlaceWorks will coordinate and attend regular project management and work progress meetings. Depending on ease and availability, these meetings may be held in person or as a conference call.

8.2. Project Management

PlaceWorks staff will attend regular project management and work progress meetings as directed. We will work with our subcontractors, to regulate quality assurance and control, and maintain email correspondence and communication with members of the project team, whenever needed.

8.3. Meeting Reserve

PlaceWorks will attend additional meetings, at the direction of City staff and consultant.

COSTS

A detailed cost estimate is attached as Table A, and the 2019 Standard Fee Schedule is shown in Table 1. We recommend including a contingency fee, to only be used with authorization of the City Manager.

TABLE 1 PLACEWORKS – 2019 STANDARD FEE SCHEDULE

STAFF LEVEL	HOURLY BILL RATE
Principal	\$200–\$300
Associate Principal	\$180–\$215
Senior Associate/Senior Scientist	\$150–\$185
Associate/Scientist	\$115–\$155
Project Planner/Project Scientist	\$95–\$125
Planner/Assistant Scientist	\$80–\$100
Graphics Specialist	\$60–\$130
Clerical/Word Processing	\$40–\$115
Intern	\$55–\$75

Notes: Other direct costs and subconsultants are billed at cost plus 10%.
 Mileage reimbursement rate is the standard IRS-approved rate.

ASSUMPTIONS

This scope of work and cost estimate assumes that:

- Billing rates for this project are guaranteed through December 2020. Billing rates would be subject to an increase of up to 6 percent on January 1, 2021, and in each subsequent year thereafter. A budget increase would be necessary to cover costs incurred after January 1, 2021.
- PlaceWorks will send an invoice for work completed each month. The invoice will show hours worked by labor category, billing rate, and total by labor category plus subconsultants and reimbursable expenses. Special invoicing requirements may necessitate an additional fee.
- All products will be submitted to the City of San Rafael in electronic format (Word and PDF). PlaceWorks will bill at our actual cost.

EXHIBIT A-2: ENGINEERING SERVICES SCOPE OF WORK AND COST

This exhibit describes the scope of services and products for the Engineering Services supporting both the General Plan Update and Downtown Precise Plan to be conducted by PlaceWorks for the City of San Rafael. This summarized scope is based on the detailed scope provided by the City of San Rafael in the Request for Proposals (RFP) Appendix A, Scope 3: Engineering Services.

SCOPE OF SERVICES

Task 1. Reconnaissance

PlaceWorks will determine the data needs, resources, and identify points of contact with City staff and public agencies. This task also includes review of project-related documents, including the 2020 General Plan, Marin Municipal Water District's (MMWD) 2015 Urban Water Management Plan, MMWD Draft Water Resources Plan 2040, and other plans and programs to support utility and infrastructure analyses. PlaceWorks will attend initial meetings with City Staff, review documents, and initiate public agency data requests and interviews.

Task 2. Participation in Community Engagement Program

PlaceWorks staff will attend one (1) meeting of the General Plan Steering Committee, and at one (1) community-wide workshop. The PlaceWorks team has included a reserve of 22 hours (Task 6.2) to attend unanticipated public stakeholder meetings.

Task 3. Data Collection and Analysis to Support General Plan and EIR "Setting"

3.1 Citywide Analysis

PlaceWorks will work with City staff in the Planning Division and Public Works Department to prepare a "White Paper" on the utility infrastructure in San Rafael. The White Paper would incorporate information collected through research and direct interviews with service providers, including the San Rafael Sanitary District, MMWD, and PG&E, among others. The utility systems to be addressed include water, wastewater, storm drainage, and privately-operated services such as electric, gas, and telecommunication.

For each topic above, PlaceWorks will focus on constraints or deficiencies that may impact land use and environmental policies, and the status (and funding) of any plans to expand, adapt or rebuild facilities. Impacts associated with new technologies and sea level rise will be addressed, as well as issues related to capital improvements, and operations and maintenance costs.

The scope assumes no field work, facility evaluations, or modeling relating to the adequacy of individual systems and will rely primarily on information provided by the service providers through interviews, correspondence, systems master plans, and technical reports.

3.2 Downtown Precise Plan Analysis

PlaceWorks will prepare an Infrastructure Profile for Downtown San Rafael. This will supplement the citywide analysis to be completed for the General Plan (Task 3.1), and also provide the “Environmental Setting” content for the EIR discussion of Downtown utilities.

The Infrastructure Profile will describe water, sanitary sewer, storm drainage, and other utility facilities (gas, electric, cable, telecommunication) in the Downtown area. Key improvement needs will be noted, including a summary of existing planned or proposed capital improvement projects. Issues affecting future maintenance and operation costs, such as flooding, infrastructure age and condition, and technology will be highlighted. The suitability of land for development and particular uses (based on available utilities) will be addressed, and Downtown infrastructure strategies will be identified that support the City’s climate action goals.

Deliverable(s):

- *White Paper: Citywide Analysis*
- *White Paper: Infrastructure Profile for Downtown Precise Plan*

Task 4. Evaluation of Growth Impacts on Utilities

PlaceWorks will assist the project team in the development of land use alternatives, including potential utility and infrastructure constraints to different development scenarios or options for specific sites, neighborhoods, or districts of the city. Once a Draft Land Use Map has been developed and sub-area projections finalized, PlaceWorks will evaluate future needs for infrastructure to support preparation of the Utilities and Services Systems section of the EIR and the General Plan Infrastructure Element, which will be authored by City staff. Consideration would be given to the adequacy of existing supplies, the need for additional facilities, and consideration of sea level rise and flood control protection.

Task 5. Participate in Drafting General Plan Infrastructure Element and EIR Utilities Chapter

PlaceWorks will prepare the Utilities and Services Systems section of the General Plan and Precise Plan EIR, including documentation of impacts and mitigation measures. Additionally, PlaceWorks will assist City staff in developing policies and action programs, reviewing draft documents, and providing guidance on issues such as emerging technologies and resilience for the Infrastructure Element of the General Plan (to be authored by City staff).

Task 6. Plan Adoption

6.1 Response to Comments

PlaceWorks will prepare responses to EIR comments directly relating to utilities and coordinate with team members on other EIR comments which may indirectly relate to infrastructure.

6.2 Public Hearings

It is not anticipated the PlaceWorks Engineers will need to attend public hearings for Plan Adoption. However, PlaceWorks team has included a reserve of 22 hours to attend unanticipated public stakeholder meetings (as mentioned in Task 1) if specific issues relating to infrastructure need to be addressed at the hearings.

Task 7. Project Management and Administration

PlaceWorks' Engineers will attend periodic project management and work progress meetings, either by conference call or in person. This task includes time for general email correspondence and communication with members of the project team.

COSTS

A detailed cost estimate is attached as Table A, and the 2019 Standard Fee Schedule is shown in Table 1.

TABLE 1 PLACEWORKS – 2019 STANDARD FEE SCHEDULE

STAFF LEVEL	HOURLY BILL RATE
Principal	\$200–\$300
Associate Principal	\$180–\$215
Senior Associate/Senior Scientist	\$150–\$185
Associate/Scientist	\$115–\$155
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Planner/Assistant Scientist	\$80–\$100
Graphics Specialist	\$60–\$130
Clerical/Word Processing	\$40–\$115
Intern	\$55–\$75

Notes: Other direct costs and subconsultants are billed at cost plus 10%.
 Mileage reimbursement rate is the standard IRS-approved rate.

Table A- Cost Proposal- EIR to Exhibit A-1

COST PROPOSAL

	PLACEWORKS																					SUBCONSULTANTS																													
	Noack	McCracken	Seale	Vermilion	Pfannenstiel	Carmen	Mena	Bush	Vang	Krispi	Watson	Garcia	Technical Staff	Wilson	Graphics/Mapping	Clendening	TECH. EDITOR	WP/CLERICAL	PlaceWorks Hours	PlaceWorks 2% Office Expenses	PlaceWorks Total	TOA	Environmental Collaborative	10% Subconsultant Markup	Subconsultant Total	Total Task Budget																									
	PIC \$230	PM \$190	Associate Principal \$215	Air Quality \$195	Senior Associate \$190	Noise \$180	Assistant PM \$170	HRA/Hydro \$165	AQ \$165	Associate \$140	Associate \$135	Noise \$115	\$115	Staff Planner \$115	\$100	Intern \$70	\$125	\$125				Cultural Resources	Biological Resources																												
TASK 1. Reconnaissance																																																			
1.1 Kick Off Meetings	6	12					8							8	1						35	\$121	\$6,161	170	0	\$17	\$187	\$6,348																							
Task 1. Subtotal	6	12	0	0	0	0	8	0	0	0	0	0	0	8	1	0	0	0	0	0	35	\$121	\$6,161	\$170	\$0	\$17	\$187	\$6,348																							
TASK 2. Participation in Community Engagement Program																																																			
2.1 Steering Committee Meetings (4)	8	16												8							32	\$116	\$5,916	0	0	\$0	\$0	\$5,916																							
2.2 Community Workshops (3)		12												12							24	\$73	\$3,733	0	0	\$0	\$0	\$3,733																							
Task 2. Subtotal	8	28	0	0	0	0	0	0	0	0	0	0	0	20	0	0	0	0	0	56	\$189	\$9,649	\$0	\$0	\$0	\$0	\$9,649																								
TASK 3. Data Collection and Analysis to Support General Plan and EIR Setting																																																			
3.1 Prepare Natural Resources Inventory Maps and Reports	2	4												8	2						18	\$52	\$2,642	0	7,260	\$726	\$7,986	\$10,628																							
3.2 Prepare Environmental Hazard Maps and Report	2	4	16		24		8	4		32	6		60	8	8	40				204	\$541	\$27,571	0	0	\$0	\$0	\$27,571																								
3.3 Prepare Air and Water Quality Report	2	8		4			4	4				8		1					31	\$102	\$5,222	0	0	\$0	\$0	\$5,222																									
3.4 Prepare Noise Report	2	6				50	4					50		30					142	\$401	\$20,431	0	0	\$0	\$0	\$20,431																									
3.5 Prepare Sustainability, Energy, and Greenhouse Gas Report	2	8	24				4			32		60							130	\$384	\$19,584	0	0	\$0	\$0	\$19,584																									
3.6 Prepare Cultural Resources Report	1	4					1												6	\$23	\$1,183	4,020	0	\$402	\$4,422	\$5,605																									
Task 3. Subtotal	11	34	40	4	24	50	21	8	0	64	6	50	128	8	41	40	0	2	531	\$1,503	\$76,633	\$4,020	\$7,260	\$1,128	\$12,408	\$89,041																									
Task 4. Participation in General Plan Alternatives and Testing																																																			
General Plan Alternatives and Testing	8	16				2	16	2	2	2				16						64	\$215	\$10,955	0	0	\$0	\$0	\$10,955																								
Task 4. Subtotal	8	16	0	0	0	2	16	2	2	2	0	0	0	16	0	0	0	0	64	\$215	\$10,955	\$0	\$0	\$0	\$0	\$10,955																									
TASK 5. Prepare Draft General Plan EIR																																																			
5.1 Notice of Preparation and Scoping Session	6	8												4						18	\$67	\$3,427	0	0	\$0	\$0	\$3,427																								
5.2 Confirm Thresholds of Significance	8	16													6				24	\$98	\$4,978	0	0	\$0	\$0	\$4,978																									
5.3 Prepare EIR Introduction and Project Description	1	4					8						218	8					253	\$599	\$30,539	0	0	\$0	\$0	\$30,539																									
5.4 Draft Setting, Impacts, and Mitigation Measures for CEQA Topics	12	60		33	16	52	120			17		55	160	40					581	\$1,730	\$88,230	2,300	5,000	\$730	\$8,030	\$96,260																									
5.5 Project Alts. and CEQA-Required Conclusions and Findings	8	32					40						60						140	\$432	\$22,052	0	0	\$0	\$0	\$22,052																									
5.6 Prepare Summary of Impacts	1	2					6						12						21	\$60	\$3,070	0	0	\$0	\$0	\$3,070																									
5.7 Produce Administrative Draft EIR	6	20					40						40	4					118	\$360	\$18,340	0	0	\$0	\$0	\$18,340																									
5.8 Revise Admin Draft and Produce Screencheck Draft EIR	4	12					16						24	2					66	\$198	\$10,078	0	0	\$0	\$0	\$10,078																									
5.9 Publish Draft EIR (DEIR) and Prepare Notices	2	4					6						8						20	\$63	\$3,223	0	0	\$0	\$0	\$3,223																									
Task 5. Subtotal	48	158	0	33	16	52	236	0	0	17	0	55	218	316	52	0	40	0	1,241	\$3,607	\$183,937	\$2,300	\$5,000	\$730	\$8,030	\$191,967																									
TASK 6. Preparation of Final EIR																																																			
6.1 Prepare Documents	16	40					80							100	8				260	\$784	\$39,964	340	360	\$70	\$770	\$40,734																									
6.2 Public Hearings	12	12												16					40	\$138	\$7,018	0	0	\$0	\$0	\$7,018																									
Task 6. Subtotal	28	52	0	0	0	0	80	0	0	0	0	0	0	116	8	0	16	0	300	\$922	\$46,982	\$340	\$360	\$70	\$770	\$47,752																									
TASK 7. General Plan Mapping Support																																																			
7.1 Prepare General Plan Maps															127					127	\$254	\$12,954	0	0	\$0	\$0	\$12,954																								
Task 7. Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	127	0	0	0	127	\$254	\$12,954	\$0	\$0	\$0	\$0	\$12,954																									
TASK 8. Project Management and Administration																																																			
8.1 Work Progress Meetings	24	40					40							40					144	\$490	\$25,010	0	0	\$0	\$0	\$25,010																									
8.2 Project Management	28	80					48												156	\$596	\$30,396	0	0	\$0	\$0	\$30,396																									
8.3 Meeting Reserve	30	60												40					130	\$458	\$23,358	0	0	\$0	\$0	\$23,358																									
Task 8. Subtotal	82	180	0	0	0	0	88	0	0	0	0	0	0	140	0	0	0	0	490	\$1,682	\$85,802	\$0	\$0	\$0	\$0	\$85,802																									
Labor Hours Total	191	480	40	37	40	104	449	10	2	83	6	105	346	624	229	40	56	2	2,844																																
Labor Dollars Total	\$43,930	\$91,200	\$8,600	\$7,215	\$7,600	\$18,720	\$76,330	\$1,650	\$330	\$11,620	\$810	\$12,075	\$39,790	\$71,760	\$22,900	\$2,800	\$7,000	\$250		\$8,493	\$433,073	\$6,830	\$12,620		\$21,395	\$454,468																									
PlaceWorks Percent of Total Labor	7%	17%	1%	1%	1%	4%	16%	0%	0%	3%	0%	4%	12%	22%	8%	1%	2%	0%																																	
EXPENSES																																																			
PlaceWorks Reimbursable Expenses																																																		\$1,492	
Subconsultants' Reimbursable Expenses																																																			\$0
EXPENSES TOTAL																																																			\$1,492
GRAND TOTAL																																																			\$455,960
10% CONTINGENCY																																																			\$44,301
GRAND TOTAL WITH CONTINGENCY																																																			\$500,261

Table A- Cost Proposal- Engineering Services to Exhibit A-2

TABLE A: COST PROPOSAL - ENGINEERING SERVICES

	PLACEWORKS						PlaceWorks Hours	PlaceWorks 2% Office Expenses	PlaceWorks Total	Total Task Budget
	Noack	McCracken	Fitzgerald	Bush	Chammas	Wilson				
	PIC \$230	Associate Principal \$190	Principal Engineer \$230	Senior Engineer-PM \$165	Project Scientist \$115	Staff Planner \$105				
TASK 1. Reconnaissance										
1.1 Kick Off Meetings				3			3	\$10	\$505	\$505
1.2 Document Review			3	3	16		22	\$61	\$3,086	\$3,086
1.3 Agency Requests and Interviews				8		16	24	\$60	\$3,060	\$3,060
Task 1. Subtotal	0	0	3	14	16	16	49	\$131	\$6,651	\$6,651
TASK 2. Participation in Community Engagement Program										
2.1 Steering Committee Meeting (1)				4			4	\$13	\$673	\$673
2.2 Community Workshop (1)				4		4	8	\$22	\$1,102	\$1,102
2.3 Additional Public Meeting Reserve (included in Task 6.2)							0	\$0	\$0	\$0
Task 2. Subtotal	0	0	0	8	0	4	12	\$35	\$1,775	\$1,775
TASK 3. Data Collection and Analysis to Support General Plan and EIR Setting										
3.1 Citywide Analysis			8	8	40		56	\$155	\$7,915	\$7,915
3.2 Downtown Analysis - Precise Plan Infrastructure			4	4	20		28	\$78	\$3,958	\$3,958
Task 3. Subtotal	0	0	12	12	60	0	84	\$233	\$11,873	\$11,873
Task 4. Evaluation of Growth Impacts on Utilities										
4.1 Development of Land Use Alternatives			1	4			5	\$18	\$908	\$908
4.2 Evaluate Future Infrastructure Needs			4	8			12	\$45	\$2,285	\$2,285
Task 4. Subtotal	0	0	5	12	0	0	17	\$63	\$3,193	\$3,193
TASK 5. Draft General Plan Infrastructure Element & Utilities EIR										
5.1 EIR Utilities Sections of the General Plan/Precise Plan			4	2	40		46	\$117	\$5,967	\$5,967
5.2 EIR Section Revisions (Admin Draft/Screencheck Draft)			4	2	4		10	\$34	\$1,744	\$1,744
5.3 Assist with Infrastructure Element Development			4	4			8	\$32	\$1,612	\$1,612
Task 5. Subtotal	0	0	12	8	44	0	64	\$183	\$9,323	\$9,323
TASK 6. Plan Adoption										
6.1 Response to Comments			4		8		12	\$37	\$1,877	\$1,877
6.2 Public Hearings (included in Task 2.3)			2	20			22	\$75	\$3,835	\$3,835
Task 6. Subtotal	0	0	6	20	8	0	34	\$112	\$5,712	\$5,712
TASK 7. Project Management and Administration										
7.1 Work Progress Meetings		3		6			9	\$31	\$1,591	\$1,591
7.2 Team Communications		3		6			9	\$31	\$1,591	\$1,591
Task 7. Subtotal	0	6	0	12	0	0	18	\$62	\$3,182	\$3,182
Labor Hours Total	0	6	38	86	128	20	278			
Labor Dollars Total	\$0	\$1,140	\$8,740	\$14,190	\$14,720	\$2,100		\$819	\$41,709	\$41,709
PlaceWorks Percent of Total Labor	0%	2%	14%	31%	46%	7%				
EXPENSES										
PlaceWorks Reimbursable Expenses										\$0
Subconsultants' Reimbursable Expenses										\$0
EXPENSES TOTAL										\$0
GRAND TOTAL										\$41,709

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH OPTICOS DESIGN, INC. TO SERVE AS GENERAL PLAN COMMUNITY DESIGN AND DOWNTOWN PRECISE PLAN TECHNICAL CONSULTANT FOR THE GENERAL PLAN 2040, WITH A TWO-YEAR TERM AND TWO OPTIONAL ONE-YEAR EXTENSIONS FOR A TOTAL CONTRACT AMOUNT UP TO \$493,500.

(Term of Agreement: from January 22, 2019 to January 22, 2021)

WHEREAS, on March 5, 2018, the City Council adopted Resolution No. 14478, which initiated the preparation of General Plan 2040 and accepted the Final Work Program; and

WHEREAS, on August 9, 2018, the City issued a competitive Request for Proposals for General Plan 2040 Technical Support and Downtown Precise Plan; and

WHEREAS, a selection committee comprised of staff and a General Plan 2040 Steering Committee member was formed to review submitted proposals; and

WHEREAS, the City received five proposals on or before the September 5th, 2018 filing deadline for the Community Design and Downtown Precise Plan scope for General Plan 2040 Technical Support; and

WHEREAS, the selection committee conducted a thorough and objective review of the received Community Design and Downtown Precise Plan scope proposals and interviewed three applicants on November 14, 2018 and November 16, 2018; and

WHEREAS, the selection committee recommended the proposal submitted by Opticos Design, Inc. as the most responsive to the City's requirements after consideration of both the review of Community Design and Downtown Precise Plan scope proposal and in-person interview; and

WHEREAS, the City does not have existing staff persons dedicated to long range planning efforts or the staffing capacity amongst exiting staff to conduct an Community Design and Downtown Precise Plan for the General Plan 2040; and

WHEREAS, the City was awarded grant funding from the Metropolitan Transportation Commission to provide financial support for the creation of a Downtown Precise plan as part of this contract; and;

WHEREAS, the City has sufficient funds in the General Plan Special Revenue Fund #218 to be appropriated for FY18/19 to support this contract for the duration of the contract; and;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby authorizes as follows:

1. An amount of \$161,872 shall be appropriated for FY18/19 from the General Plan Special Revenue Fund #218.

2. The City Manager to sign the Professional Services Agreement with Opticos Design, Inc. attached hereto as Exhibit 1, subject to final approval as to form by the City Attorney, for services as General Plan Community Design and Downtown Precise Plan Consultant for the San Rafael General Plan 2040 Update project, with a Term of January 22, 2019 to January 22, 2021, with up to two optional one (1) year extensions, for a total base contract amount up to \$470,000 and an additional five (5) percent of the total base contract, or \$23,500, available upon approval of the City Manager for a total contract amount not to exceed \$493,500.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Tuesday, the 22nd day of January 2019, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

Exhibit 1: Professional Services Agreement between City of San Rafael and Opticos Design, INC.,

Exhibit A to Exhibit 1 San Rafael General Plan 2040 – Community Design and Downtown Precise Plan Technical Consultant Scope of Work for Opticos Design, Inc., January 22, 2019.

AGREEMENT FOR PROFESSIONAL SERVICES

FOR GENERAL PLAN 2040 COMMUNITY DESIGN AND DOWNTOWN PRECISE

PLAN TECHNICAL CONSULTING SERVICES

This Agreement is made and entered into this ____ day of _____, 2019, by and between the CITY OF SAN RAFAEL (hereinafter "CITY"), and OPTICOS DESIGN, INC. (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, on March 5, 2018, CITY'S City Council adopted Resolution No. 14478, which accepted the Final Work Program and initiated the preparation of General Plan 2040; and

WHEREAS, the CITY does not have existing staff persons dedicated to long range planning efforts or the staffing capacity amongst existing staff to prepare Community Design and Downtown Precise Plan for the General Plan 2040, and **CONTRACTOR** has the expertise to do so;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Barry Miller is hereby designated the PROJECT MANAGER for the CITY and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR'S Project Director.** **CONTRACTOR** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. Stefan Pellegrini is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONTRACTOR** shall notify the CITY within ten (10) business days of the substitution.

2. **DUTIES OF CONTRACTOR.**

CONTRACTOR shall perform the duties and/or provide technical services for the General Plan 2040, as generally specified in the "San Rafael General Plan 2040: Community Design + Downtown Precise Plan-Scope of Services", attached hereto as Exhibit "A" and incorporated herein by reference.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Section 4 of this Agreement. **CITY** shall also provide a work space for **CONTRACTOR**, background information, oversight and direction, network computer access and other materials necessary for **CONTRACTOR** to perform their duties.

4. COMPENSATION.

For the full performance of the services described herein by **CONTRACTOR**, **CITY** shall pay **CONTRACTOR** as follows:

1. For the services set forth in Exhibit A, **CITY** shall pay **CONTRACTOR** a Total Base Contract Amount of \$470,000 allocated as follows:
 - a. For the Downtown Precise Plan, **CITY** shall pay **CONTRACTOR** on a flat fee basis as set forth in "Table A-Cost Proposal- Downtown Precise Plan" included in Exhibit A, in an amount not to exceed \$410,000; and
 - b. For the Community Design Support, **CITY** shall pay **CONTRACTOR** on a flat fee basis as set forth in "Table B-Cost Proposal-Community Design Support" included in Exhibit A, in an amount not to exceed \$60,000.
2. Additional compensation not to exceed five percent (5%) of the Total Base Contract Amount, or \$23,500, may be paid upon approval of the City Manager. In no event shall the compensation payable to **CONTRACTOR** under this Agreement exceed \$493,500.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for 2 year(s) commencing on approval of this contract and ending on January 22nd, 2021. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for two additional periods of up to one year each.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The Final Deliverables prepared by the **CONTRACTOR** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, if any, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONTRACTOR's** performance of services under this Agreement. Where **CONTRACTOR** is a professional not required to have a professional license, **CITY** reserves the right to require **CONTRACTOR** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONTRACTOR** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONTRACTOR's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. Other Insurance Requirements. The insurance coverage required of the **CONTRACTOR** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and non contributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONTRACTOR** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONTRACTOR** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements

for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the PROJECT MANAGER and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONTRACTOR** shall provide to the PROJECT MANAGER or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONTRACTOR** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONTRACTOR'S** performance of its obligations or conduct of its operations under this Agreement. The **CONTRACTOR's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONTRACTOR's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONTRACTOR's** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONTRACTOR's** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR'S** performance of or operations under this Agreement, **CONTRACTOR** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONTRACTOR** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONTRACTOR** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages. Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONTRACTOR**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be via email or in writing and given by personal

delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, if emailed, upon the date sent, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **CITY**'s Project Manager: Barry Miller
City of San Rafael
1400 Fifth Avenue
P.O. Box 151560
San Rafael, CA 94915-1560

TO **CONTRACTOR**'s Project Director: Stefan Pellegrini
Opticos Design, Inc.
2100 Milvia St., Suite 125
Berkeley, CA 94704

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONTRACTOR** and **CITY** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **CITY** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

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

CITY OF SAN RAFAEL

CONTRACTOR

JIM SCHUTZ, City Manager

By: _____

Name: Stefan Pellegrini

Title: Vice President

ATTEST:

[If Contractor is a corporation, add signature of second corporate officer]

LINDSAY LARA, City Clerk

By: _____

APPROVED AS TO FORM:

Name: Dan Parolek

Title: President

ROBERT F. EPSTEIN, City Attorney

EXHIBIT A

San Rafael General Plan 2040: Community Design + Downtown Precise Plan

San Rafael, CA

Scope of Services: General Plan 2040 Community Design support

(Service Category 5 per the City's RFP)

Cost: Not to exceed \$60,000

Task 1: Site Reconnaissance and Kick-Off Meeting

Purpose: The Opticos team will attend a Kick-off Meeting and a Site Reconnaissance Tour with key City staff, members of the General Plan 2040 Steering Committee, representatives of major stakeholder groups and other parties identified by the City, to initiate the project and establish a working knowledge of all relevant information. This task would also include discussion with City staff to finalize project objectives, tasks, and schedule; and establish protocols for sharing information, coordinating on project tasks and communication.

Deliverables from Opticos Team:

- Organize and participate in a Kick-off Meeting with key City staff
- Organize and participate in a Site Reconnaissance Tour with key City staff
- Finalized Project Schedule and list of tasks and deliverables

Task 2: Participation in Community Engagement Program

Purpose: To get an in-depth understanding of community issues, priorities and concerns, Opticos will participate in two meetings of the General Plan Steering Committee and three Community Workshops. As recommended by the RFP, Opticos is also reserving a total of 30 additional hours in our budget to allow for participation in future meetings and workshops as needed, over the next two years.

Deliverables from Opticos Team:

- Participate in two meetings of the General Plan Steering Committee
- Participate in three Community Workshops, including meeting and/or presentation materials if required

Task 3: Assess Existing Community Design Conditions

Purpose: Opticos will collaborate with City staff in compiling existing baseline data in a Macroscale Study that will form the basis for the Community Design Element of the General Plan 2040. The Macroscale Study can be used to inform General Plan elements relating to Community Design, including community character, open space, and historic preservation.

As part of this process, City staff will summarize existing design guidelines, policies, and design review processes; as well as documentation of public realm policies and civic beautification initiatives (such as tree planting, gateway improvements, undergrounding of utilities, street lighting and landscaping). The key role of Opticos in this effort will be to objectively evaluate the effectiveness of existing policies, processes and guidelines, using as a reference the “expectations for good design” resource prepared in 2017 by a group of local design professionals. The Macroscale Study will rely on analytical maps and other graphic techniques to summarize the base information and convey design ideas including community, district, and neighborhood form and character, natural landforms, features, and topography, and street and block patterns.

Opticos will provide guidance to the City staff on design issues related to Community Design with the intent of ensuring that the General Plan is responsive to the City’s design objectives and best practices. This work is anticipated to include commentary and guidance on design standards for private and public realm development, including guidance to address community concerns regarding building heights, massing, and density.

Opticos will be available to support City staff in meetings and/or workshops with the General Plan Steering Committee, Design Review Board, Planning Commission, City Council, and stakeholder meetings with local architects, landscape architects, and urban design professionals.

Opticos will also assist City staff in online community engagement, using tools such as visual preference surveys and online questionnaires to gather input from the larger community. Opticos’ key role in this effort will be providing materials and support for the online tools. Opticos will also develop and participate in a Community Workshop focused on issues related to density, design, and the character of future development.

Deliverables from Opticos Team:

- Background information and GIS data request
- Macroscale Study of existing physical conditions and regulatory situation
- Evaluate the effectiveness of existing policies and guidelines and provide recommendations
- Provide materials and support for community engagement tools
- Participate in a Community Workshop, including workshop materials and a summary of the workshop results

Task 4: Participate in General Plan Policy Development and Production

Purpose: Opticos will assist City staff in the development of the Community Design Element of the General Plan 2040. This task will involve reviewing and evaluating existing General Plan policies, development standards and other aspects of the General Plan related to Community Design (such as land use, transportation, housing, historic preservation, etc); recommending changes, and developing new standards and accompanying policies that tie in with the future General Plan vision.

Deliverables from Opticos Team:

- Evaluation of existing standards and policies related to Community Design
- Assist City staff in developing new policies and/or standards
- Assist City staff in developing General Plan guidelines and diagrams

Task 5: Project Management and Administration

Purpose: Regular coordination with the City's project manager and consultants as needed, to ensure efficient work flow and timely deliverables.

Deliverables from Opticos Team:

- Teleconferences and/or in-person progress meetings with City staff and other groups as required
- Regular email coordination on project tasks and work progress with the City's project manager

Scope of services: Downtown Precise Plan

(Service Category 7 per the City's RFP)

Cost: Not to exceed \$410,000

Task 1: Site Reconnaissance, Kick-Off Meeting and Review of Background Data

Purpose: To initiate the project and establish a working knowledge of all relevant information. This task would include kick-off meetings with City staff to discuss project objectives, tasks, and schedule; and establish protocols for sharing information, coordinating on project tasks and communication. This task would also include a review of existing background information, creating a set of base maps and finalizing the Precise Plan study area boundary.

Deliverables from Opticos Team:

- Organize and participate in kick-off meetings (up to four over the course of a day) with key City staff representing the Community Development, Economic Development, Public Works, and Community Services Departments and the City Manager's Office. *Opticos would prefer to combine these meetings into one visit if possible, to get everyone on the same page and for more effective feedback and discussion representing all viewpoints*
- Finalized Project Schedule and List of Tasks and Deliverables
- Background Info and GIS Request Memo
- Project Area base maps with finalized Precise Plan study area boundary

Task 2: Community Engagement

Purpose: To develop a collaborative and inclusive community engagement process that would result in a feasible plan with community and stakeholder support.

Opticos and Plan to Place will collaborate to prepare the Community Engagement Strategy to highlight a range of accessible platforms designed to engage and give a voice to community groups typically under-represented in the planning process. The engagement strategy will build upon the strategy prepared for the General Plan update and will identify outreach tools and activities and the timing and responsibilities related to each. The strategy will help guide the outreach efforts but remain flexible to evolve through the planning process.

Key components of the Community Engagement Strategy will be:

General Plan 2040 Steering Committee Meetings

The Opticos team will facilitate and attend five meetings of the General Plan and Downtown Precise Plan Steering Committee (Steering Committee). These would include two meetings in which Downtown will be the main focus, with Visioning and Downtown Profile as the suggested themes. Opticos will also participate in three other Steering Committee meetings

in which Downtown would be one of the agenda items. Suggested themes for these three meetings are Historic Resources, Downtown Options and the Draft Precise Plan.

Focus Group Meetings

Prior to the Design Charrette, the Opticos team will work with City staff to identify key Downtown stakeholder groups and plan a series of Focus Group meetings (up to four) representing a range of viewpoints on local issues and concerns. The intent is to get an in-depth understanding of key issues and discuss potential design solutions and policies to address those.

Downtown Walking Tour

Prior to the Design Charrette, and potentially on the same day as the Focus Group meetings, the Opticos team will work with City staff to plan and lead a Downtown Walking Tour with key City staff, members of the General Plan 2040 Steering Committee, representatives of major stakeholder groups and other parties identified by the City.

Opticos would like to propose scheduling the Focus Group Meetings and Downtown Walking Tour as two tasks on the same day, followed by the 3-day Design Charrette; to create a comprehensive 4-day community outreach event. In our opinion, this would not just be efficient use of staff and consultant time, but also encourage greater Charrette participation by the Focus Group and Walking Tour participants.

3-day Design Charrette

The Opticos team will work with consultants and City staff to plan and lead a 3-day Design Charrette focused on Downtown San Rafael, to engage the community and stakeholders in the design process through a series of meetings or feedback loops. The Charrette schedule will be designed specifically to promote broad community participation. Sub-consultants will participate throughout the three days at designated milestones, and for meetings and presentations.

The Design Charrette will focus on a range of key design and socio-economic issues related to Downtown, and will develop design solutions to address those, guided by community input. The Charrette will feature Opening and Closing Presentations, Brown Bag lunch-time Presentations on topics related to the Project Area as well as Open Studio, during which community members can observe the design team at work and share their ideas. The Opening and Closing presentations will include a PowerPoint presentation, followed by Q&A and informal break-out discussions with the design team. The Brown Bag Presentations will be information sessions on key topics such as historical and cultural resources, social equity, mobility and parking, form-based codes, etc; to be determined after discussing with City staff.

Pop-up Workshops

The Opticos team will organize and participate in two Pop-up Workshops to gather community input in an informal setting. The first Pop-up would be held as a visioning exercise prior to the Design Charrette, and the second Pop-up would be organized after the Charrette (and prior to starting work on the draft the Precise Plan), to get feedback on the

Downtown Plan Options. The Opticos team will work with City staff to select appropriate venues for the Pop-up Workshops to make them highly accessible; and will work to schedule them around popular Downtown events, to get maximum participation.

Online Engagement

The Opticos team will work with City staff to create an online engagement exercise using the Neighborland platform, to get feedback from the broader community. Potential strategies can include an online questionnaire or visual preference survey for the community to give input on the Downtown Options resulting from the Design Charrette, or some other suitable content as decided by the City.

Study Sessions

Opticos will work with City staff to organize and participate in up to a total of eight study sessions on the Downtown Precise Plan; two with City Council and six with other City Boards and Commissions. We anticipate that the two study sessions with City Council will be scheduled at two critical stages of the process: one during the visioning stage, and the other when starting work on the draft Precise Plan. We recommend engaging with the boards and commissions during the charrette to gain their valuable feedback early in the process.

The study sessions with other City Boards and Commissions will include two study sessions each with the Planning Commission and Design Review Board, and one study session each with the Parks and Recreation Commission and the Bicycle and Pedestrian Advisory Commission. These would be scheduled at appropriate times during the design process, with the assistance of City staff.

Deliverables from Opticos Team:

- Community Engagement Strategy identifying important milestones
- Participate in five General Plan Steering Committee meetings, including preparation of meeting and/or presentation materials.
- Participate in up to four Focus Group meetings, including meeting materials and a summary of meeting notes
- Organize and lead the Downtown Walking Tour including a route map and a summary of notes from the walking tour
- Charrette materials including posters, maps and other graphics, presentations, etc.
- Charrette Opening and Closing Presentations and Brown Bag Presentations
- Plan and participate in two Pop-up Workshops, including workshop materials and a summary of the workshop results
- Online engagement exercise using the Neighborland platform, including a summary of results from the online exercise
- Participate in up to eight study sessions, two with City Council and six with other City Boards and Commissions, including preparation of meeting and/or presentation materials

Task 3: Downtown Area Profile Report

Purpose: To create a summary report of the Project Area's existing conditions and its surrounding context, the Opticos team will prepare the Downtown Area Profile Report. The report will provide a baseline analysis of socio-demographic characteristics and the existing context and physical conditions in and around the Downtown area. The information will be supported by visually representative and user-friendly maps and graphics; and will cover all relevant topics pertaining to the Project Area, including demographics, socio-economic characteristics, existing regulatory situation and policy framework, historical and cultural resources, and the physical condition of the built environment and public realm. The document will also cover a discussion of current programs and initiatives related to Downtown and identify key issues and opportunities.

The report will be reviewed by the Advisory Committee and be an ongoing reference as the Precise Plan is prepared. The Opticos team will work with City staff and the other consultants working on related tasks, to incorporate content relevant to the Downtown work. In particular, this will include information on the topics of transportation, infrastructure, environmental conditions, historic and cultural resources, and economics (see below).

Deliverables from Opticos Team:

- Downtown Area Profile Report (draft and final)

Task 4: Historic and Cultural Resources Survey and Analysis

Purpose: Garavaglia Architecture, as part of the Opticos team, will work on the analysis of historic and cultural resources, using the following steps. Please note that the suggested work plan and associated fees is based on the following assumptions:

- A 50-year look back will be used regarding the age of studied potential historic resources.
- DPR forms are the typical method for documenting historic resources. In a survey, we assume the existing forms are usable - only needing refinement.
- Basic building information is available in a city provided searchable database including building construction dates
- The number of historic districts considered for evaluation is based on existing designated districts and 1986 survey areas that may reasonably be included in the Downtown Precise Plan study area. If more districts are identified after the survey, additional services may be needed to further evaluation.

Develop survey methodology with staff and advocacy groups. The methodology will describe evaluation methods and criteria, including observing and documenting each resource and evaluating historic and architectural integrity.

Update historic structure survey.

1. Develop a simple historical context for the City, assembled from available information, and limited additional research (20 hours of additional research). To properly conduct the survey, a historical context statement should be used. As this is not part of the RFP, we recommend establishing a reasonable amount of context statement material to best establish the criteria for evaluation (without a reasonable context most building eligibility review might be limited to design style and eras). This is not a full Citywide historic context statement.
2. Re-evaluate structures deemed eligible in the 1986 survey (assume 100 properties within the Downtown Precise Plan study area, using the DPR 523 L update form), in accordance with National Register criteria. Update the 1986 inventory to include structures, which are now potentially historic (built between 1936 and 1968 - assume 40 properties requiring new evaluations using DPR 523 A & B forms, within the Precise Plan area).

Prepare analysis of resources, districts, processes, and procedures.

1. Prepare an analysis after the survey has been completed. The analysis will provide quantitative and mapped information on historic resources, as well as a discussion on the distribution and character of these resources across the plan area and priorities for preservation. This will be presented in a report format.
2. Evaluate historic districts in the study area including the existing districts within the Downtown Precise Plan study area that are reasonable to evaluate (assume 5) and potential districts (assume 2).
3. This task will also include new processes and procedures for the protection of historic resources, documentation of the benefits of preservation, and ideas for cost mitigation of historic preservation actions. These types of activities will be considered as complying with (as applicable) "The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, & Reconstructing Historic Buildings".

Deliverables from Opticos Team:

- Working Paper on Historic Resource Evaluation Methodology
- Materials for Conducting Survey (maps, forms, etc.)
- Draft Inventory of Historic Resources (data base and GIS files)
- Narrative on Preservation Issues, Economic Benefits, Priorities, Potential Programs, (Note: Archaeological Resources by others)
- Draft Downtown Preservation Report (final to be included as a chapter in the Precise Plan)

Task 5: Downtown Transportation Strategy

Purpose: Opticos will work with City staff and the Transportation and Parking Consultant(s) to advise on, review, and integrate two White Papers analyzing multi-modal

access and connectivity and parking issues in Downtown. The Multi-modal Access and Connectivity White Paper is anticipated to include documentation of existing Downtown conditions related to transportation and mobility for all modes, analyze transportation demands and trends, and consider the impacts of changing technology on travel behavior, traffic patterns and travel modes in the future. The Parking Analysis is anticipated to rely on the recently completed 'Downtown Parking and Wayfinding Study' for data, and will assess impacts of SMART service and bus transit on Downtown traffic, as well as parking and TDM strategies. Both White Papers will be incorporated into the relevant section of the Precise Plan document.

Deliverables from Opticos Team:

- Integration of the Downtown Multi-modal Access and Connectivity Strategy and Downtown Parking Analysis and Policy White Papers, including a summary of public input on Downtown transportation issues, into the Downtown Area Profile Report

Task 6: Downtown Infrastructure Profile

Purpose: Opticos will work with the Infrastructure Consultant to advise on, review, and integrate an Infrastructure Profile for Downtown. The Infrastructure Profile is anticipated to cover the existing condition and note key improvements needed for water, sewer, stormwater and other Downtown utility facilities, as well as an assessment of the suitability of land for development based on existing capacities and soil conditions. The Profile will include planned or proposed capital improvement projects, and highlight issues that could affect the future Downtown, including the impacts of climate change; and identify strategies that support San Rafael's Climate Action goals.

Deliverables from Opticos Team:

- Integration of the Downtown Infrastructure White Paper (including a summary of public input on Downtown infrastructure issues) into the Downtown Area Profile Report

Task 7: Downtown Economic and Market Profile

Purpose: Opticos will work with the Economic Consultant to advise on and review an Economic and Market Profile for Downtown, including parcel-level analysis to understand the current and future value of existing Downtown assets and its economic relevance within the region, to provide a basis that could inform future economic development strategies for Downtown.

In particular, the study will focus on the potential market demand for Transit-Oriented Development and mixed-use in Downtown. The study will include feasibility analysis of various development types, development incentives and the provision of affordable housing in Downtown.

Deliverables from Opticos Team:

- Integration of the Downtown Economic and Market Profile (including a summary of public input on economic issues) into the Downtown Area Profile Report

Task 8: Downtown Alternatives

Purpose: The Opticos team will utilize the design concepts developed during the charrette to prepare three Plan Options. The Plan Options will address key issues and test various combinations of building types and intensity, using a form-based approach. Graphics such as maps, renderings and visualizations will be used to create 'before-and-after' scenarios to highlight the design moves.

The Opticos team will work with the larger consultant team to evaluate and consider the Plan Options for feasibility, to understand and evaluate the impacts related to mobility and infrastructure and develop strategies accordingly. The results of this task will be summarized in the form of a Downtown Options report and will include recommendations to aid policy decisions.

Deliverables from Opticos Team:

- Downtown Options Report including a memo on recommended options (draft and final)

Task 9: Affordable Housing and Anti-Displacement Strategy

Purpose: Plan to Place, as part of the Opticos team, will prepare the Affordable Housing and Anti-Displacement Strategy. Dave Javid's experience managing the preparation of the City's 2015-2023 Housing Element will be effective in providing a thorough understanding of housing conditions in the area and potential strategies to address local and regional issues. As a hub for homeless services in the County, Downtown San Rafael faces a difficult challenge in addressing the affordable housing crisis and providing continued support for the growing homeless population. The Strategy will evaluate existing programs and provide a comprehensive set of strategies and recommendations for the Precise Plan.

Deliverables from Opticos Team:

- Draft Downtown Affordable Housing and Anti-Displacement Strategy (final version will be a chapter in the Precise Plan)

Task 10: Downtown Design Guidelines and Placemaking Strategy

Purpose: The Opticos team will adopt a form-based approach in developing design guidelines/ standards that will help to implement the vision for Downtown's built environment and public realm. The Form-based Code will focus on private realm components guiding the form and character of new buildings and frontages, as well as

public realm components that create a walkable and bike-friendly environment. The Form-based Code can be incorporated into the Precise Plan as a chapter, and be integrated into the Zoning Ordinance.

Deliverables from Opticos Team:

- Draft Downtown Form-based Code (final version will be a chapter in the Precise Plan)

Task 11: Prepare Downtown Precise Plan

Purpose: The Opticos team will coordinate and work with City staff and other consultant teams to prepare the Downtown Precise Plan.

Opticos will first prepare an Approach Memo highlighting the Table of Contents, a Style Sheet and sample layout pages, and submit to the City for review and discussion. After the Approach Memo has been discussed and finalized, the Opticos Team will prepare chapters addressing the topics identified in the Final Precise Plan Approach Memo's Table of Contents, project goals and objectives previously drafted, and the visioning and planning content from the Design Charrette. During this process, the Opticos team will work with City staff to request the larger consultant team to provide key technical content relating to their scope of work; and critical to include in the appropriate sections of the Precise Plan; as well as research a question or solution proposed by the Opticos Team, if needed.

The Precise Plan will incorporate all key findings from the Downtown Area Profile report and will have design recommendations as well as project goals, policies and expected outcomes for the Downtown districts. It will incorporate relevant content from preceding tasks in the form of chapters, including (but not limited to) the topics of economic development, historic and cultural resources, mobility, infrastructure, affordable housing and anti-displacement strategy, and implementation. The Design Guidelines and Placemaking Strategy (Form-Based Code) developed in Task 10 will also be included as a chapter.

With the intent to create a concise and readable document, the Precise Plan will rely on graphics and succinct narratives; with lengthier explanations, analysis and background information provided in the form of appendices.

An 'Administrative Draft' of the Precise Plan will be submitted to City staff for review. Comments and edits will be requested from the City in the form of a single set of non-conflicting comments in the form of a 'Consolidated Comments' memo, to enable efficient tracking of edits and timely delivery of the Public Review Draft Precise Plan.

Deliverables from Opticos Team:

- Downtown Precise Plan Approach Memo, including a Table of Contents and a Style Sheet for the document (draft and final)
- Downtown Precise Plan – Administrative Draft

- Downtown Precise Plan – Public Review Draft incorporating Consolidated Comments received from City staff

Task 12: Environmental Review for the Downtown Precise Plan

Purpose: The Opticos team will work with City staff to assist the CEQA consultant in the preparation of the Program EIR for the Downtown Precise Plan. This will include advising City staff and the Environmental consultant with regards to the project description, the Downtown program, and the review of relevant sections of the EIR, including Downtown Aesthetics, Land Use, Population/ Housing, Public Services, Recreation, and Historic and Cultural Resources.

Deliverables from Opticos Team:

- None

Task 13: Adoption of the Precise Plan

Purpose: Opticos will participate in the Plan Adoption process, attending two public hearings, one each with the Planning Commission and City Council; and two presentations to other City Commissions and/or Boards. The Opticos team will work with City staff to revise the Precise Plan document in response to comments received during the public hearing process. Depending on the extent of the requested edits, Opticos will prepare an Addendum listing the changes to be included to the Precise Plan after adoption.

Deliverables from Opticos Team:

- Participation in two public hearings, one each for the Planning Commission and City Council, including presentation materials and a summary of key meeting comments
- Draft Precise Plan Addendum
- List of zoning amendments and other Code amendments to be made concurrent with the adoption of the Precise Plan
- Final Precise Plan, including transfer of document files

Task 14: Project Management

Purpose: Regular coordination with the City's project manager and consultants as needed, to ensure efficient work flow and timely deliverables.

Deliverables from Opticos Team:

- Regular teleconferences or GoTo Meetings with City's project manager
- Preparation and distribution of monthly project status reports to the City's project manager

San Rafael Downtown Precise Plan

Table A- Cost Proposal- Downtown Precise Plan to Exhibit A

Scope Category 7 of the City's RFP
Proposed Budget Table - Opticos Design Inc.

UPDATED: 21 December 2018

San Rafael Downtown Precise Plan	Opticos Design, Inc.									Plan to Place					Garavaglia Architecture						Total
	Principal	Senior Associate	Associate	Senior Designer	Designer	Analyst	Subtotal Fees	Subtotal Expenses	Opticos Design, Inc. Total	Principal	Associate	Subtotal Fees	Subtotal Expenses	Plan-to-Place Total	Principal	Sr. Arch Historian/ PM	Arch. Historian	Subtotal Fees	Subtotal Expenses	Garavaglia Total	
	\$275	\$210	\$184	\$168	\$152	\$152				\$180	\$130				\$225	\$130	\$115				
Task 1 Site Reconnaissance, Kick-off Meeting and Background Data	8 hr	0 hr	8 hr	12 hr	16 hr	0 hr	\$8,120	\$0	\$8,120	4 hr	0 hr	\$720	\$0	\$720	0 hr	0 hr	0 hr	\$0	\$0	\$0	
Task 2 Participation in Community Engagement Program	80 hr	0 hr	119 hr	114 hr	53 hr	0 hr	\$71,104	\$5,475	\$76,579	12 hr	4 hr	\$2,680	\$0	\$2,680	12 hr	4 hr	32 hr	\$0	\$600	\$7,500	
Task 3 Downtown Area Profile Report	2 hr	0 hr	4 hr	12 hr	0 hr	0 hr	\$3,302	\$0	\$3,302	48 hr	34 hr	\$13,060	\$0	\$13,060	0 hr	0 hr	0 hr	\$0	\$0	\$0	
Task 4 Historic and Cultural Resources Survey and Analysis	8 hr	0 hr	12 hr	0 hr	0 hr	0 hr	\$4,408	\$0	\$4,408	0 hr	0 hr	\$0	\$0	\$0	34 hr	42 hr	639 hr	\$86,595	\$750	\$87,345	
Task 5 Downtown Transportation Strategy <i>(Not in our scope; incorporate materials + coordination)</i>	4 hr	0 hr	8 hr	8 hr	0 hr	0 hr	\$3,916	\$0	\$3,916	0 hr	0 hr	\$0	\$0	\$0	0 hr	0 hr	0 hr	\$0	\$0	\$0	
Task 6 Downtown Infrastructure Profile <i>(Not in our scope; incorporate materials + coordination)</i>	2 hr	0 hr	8 hr	8 hr	0 hr	0 hr	\$3,366	\$0	\$3,366	0 hr	0 hr	\$0	\$0	\$0	0 hr	0 hr	0 hr	\$0	\$0	\$0	
Task 7 Downtown Economic and Market Profile <i>(Not in our scope; incorporate materials + coordination)</i>	2 hr	0 hr	8 hr	8 hr	0 hr	0 hr	\$3,366	\$0	\$3,366	0 hr	0 hr	\$0	\$0	\$0	0 hr	0 hr	0 hr	\$0	\$0	\$0	
Task 8 Downtown Alternatives	6 hr	0 hr	32 hr	48 hr	48 hr	0 hr	\$22,898	\$0	\$22,898	0 hr	0 hr	\$0	\$0	\$0	0 hr	0 hr	0 hr	\$0	\$0	\$0	
Task 9 Affordable Housing and Anti-displacement Strategy	4 hr	0 hr	8 hr	4 hr	0 hr	0 hr	\$3,244	\$0	\$3,244	24 hr	18 hr	\$6,660	\$0	\$6,660	0 hr	0 hr	0 hr	\$0	\$0	\$0	
Task 10 Downtown Design Guidelines and Placemaking Strategy	32 hr	0 hr	44 hr	52 hr	20 hr	0 hr	\$28,672	\$0	\$28,672	0 hr	0 hr	\$0	\$0	\$0	0 hr	0 hr	0 hr	\$0	\$0	\$0	
Task 11 Prepare Downtown Precise Plan	26 hr	0 hr	88 hr	172 hr	160 hr	0 hr	\$76,558	\$274	\$76,832	16 hr	16 hr	\$4,960	\$0	\$4,960	0 hr	0 hr	0 hr	\$0	\$0	\$0	
Task 12 Environmental Review for the Downtown Precise Plan	4 hr	0 hr	8 hr	4 hr	0 hr	0 hr	\$3,244	\$0	\$3,244	0 hr	0 hr	\$0	\$0	\$0	0 hr	0 hr	0 hr	\$0	\$0	\$0	
Task 13 Adoption of the Precise Plan	20 hr	0 hr	40 hr	32 hr	12 hr	0 hr	\$20,060	\$300	\$20,360	0 hr	0 hr	\$0	\$0	\$0	0 hr	0 hr	0 hr	\$0	\$0	\$0	
Task 14 Project Management	16 hr	0 hr	98 hr	16 hr	0 hr	24 hr	\$28,768	\$0	\$28,768	0 hr	0 hr	\$0	\$0	\$0	0 hr	0 hr	0 hr	\$0	\$0	\$0	
TOTAL FEES	\$58,850	\$0	\$89,240	\$82,320	\$46,968	\$3,648	\$281,026	\$6,049	\$287,075	\$18,720	\$9,360	\$28,080	\$0	\$28,080	\$10,350	\$5,980	\$77,165	\$86,595	\$1,350	\$94,845	
<i>Total Hours</i>	214 hr	0 hr	485 hr	490 hr	309 hr	24 hr				104 hr	72 hr	176 hr			46 hr	46 hr	671 hr	763 hr			

Additional Terms:

- Budget does not include rental or purchasing fees for space or equipment for workshops, charrettes and other meetings. (Consultant to bring computers and drafting supplies.) Consultant will not be responsible for any such planning or expenses.
- Budget does not include food for participants other than the design team for workshops, charrette and working sessions.
- Budget does not include postage associated with public outreach and marketing.
- Budget does not include installation of any and all public outreach media including but not limited to banners and signage.
- In the interest of environmental considerations, the consultant will provide a PDF file of each deliverable unless otherwise specified.
- Client shall be paid on a fee basis for performance of services under this agreement in accordance with the table above.
- Any additional tasks performed outside of those specified above, such as attending additional meetings or completing additional revisions beyond the hours or number of revisions specified above, will be compensated at the hourly rates listed in the table above (subject to increase by five percent (5%) on January 1 of each calendar year occurring during the term of this agreement.)

San Rafael General Plan 2040 - Community Design

Table B- Cost Proposal- Community Design Support to Exhibit A

Scope Category 5 of the City's RFP

Proposed Budget Table - Opticos Design Inc.

UPDATED: 21 December 2018

San Rafael General Plan 2040 Community Design Support	Opticos Design, Inc.									
	Principal	Senior Associate	Associate	Senior Designer	Designer	Analyst	Admin	Subtotal Fees	Subtotal Expenses	Opticos Design, Inc. Total
	\$275	\$210	\$184	\$168	\$152	\$152	\$100			
Task 1 Site Reconnaissance and Kick-off Meeting	\$2,200	\$0	\$1,472	\$1,344	\$0	\$0	\$0	\$5,016	\$0	\$5,016
Task 2 Participate in Community Engagement Program	\$7,700	\$0	\$6,992	\$6,384	\$0	\$0	\$0	\$21,076	\$600	\$21,676
Task 3 Assess Existing Community Design Conditions	\$1,650	\$0	\$3,680	\$5,376	\$3,648	\$0	\$0	\$14,354	\$0	\$14,354
Task 4 Participate in General Plan Policy Development and Production	\$3,150	\$0	\$2,944	\$3,696	\$2,432	\$0	\$0	\$12,222	\$0	\$12,222
Task 5 Project Management and Administration	\$1,100	\$0	\$4,416	\$0	\$0	\$1,216	\$0	\$6,732	\$0	\$6,732
TOTAL FEES	\$15,800	\$0	\$19,504	\$16,800	\$6,080	\$1,216	\$0	\$59,400	\$600	\$60,000

Total Hours 57 hr 0 hr 106 hr 100 hr 40 hr 8 hr 0 hr 311 hr

Additional Terms:

- Budget does not include rental or purchasing fees for space or equipment for workshops, charrettes and other meetings. (Consultant to bring computers and drafting supplies.) Consultant will not be responsible for any such planning or expenses.
- Budget does not include food for participants other than the design team for workshops, charrette and working sessions.
- Budget does not include postage associated with public outreach and marketing.
- Budget does not include installation of any and all public outreach media including but not limited to banners and signage.
- In the interest of environmental considerations, the consultant will provide a PDF file of each deliverable unless otherwise specified.
- Client shall be paid on a fee basis for performance of services under this agreement in accordance with the table above.
- Any additional tasks performed outside of those specified above, such as attending additional meetings or completing additional revisions beyond the hours or number of revisions specified above, will be compensated at the hourly rates listed in the table above (subject to increase by five percent (5%) on January 1 of each calendar year occurring during the term of this agreement.)

RESOLUTION NO. _____

**RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH
BAE URBAN ECONOMICS, INC. TO SERVE AS ECONOMIC AND FISCAL TECHNICAL
CONSULTANT FOR THE GENERAL PLAN 2040, WITH A TWO-YEAR TERM AND TWO
OPTIONAL ONE-YEAR EXTENSIONS FOR A TOTAL CONTRACT AMOUNT UP TO
\$123,365.**

(Term of Agreement: from January 22, 2019 to January 22, 2021)

WHEREAS, on March 5, 2018, the City Council adopted Resolution No. 14478, which initiated the preparation of General Plan 2040 and accepted the Final Work Program; and

WHEREAS, on August 9, 2018, the City issued a competitive Request for Proposals for General Plan 2040 Technical Support and Downtown Precise Plan; and

WHEREAS, a selection committee comprised of staff and a General Plan 2040 Steering Committee member was formed to review submitted proposals; and

WHEREAS, the City received four proposals on or before the September 5th, 2018 filing deadline for the Economic and Fiscal analysis scope for General Plan 2040 Technical Support and Downtown Precise Plan; and

WHEREAS, the selection committee conducted a thorough and objective review of the received Economic and Fiscal analysis scope proposals and interviewed three applicants on October 31, 2018; and

WHEREAS, the selection committee recommended the proposal submitted by BAE Urban Economics, Inc. as the most responsive to the City's requirements after consideration of both the review of Economic and Fiscal analysis scope proposal and in-person interview; and

WHEREAS, the City does not have existing staff persons dedicated to long range planning efforts or the technical staffing capacity amongst exiting staff to conduct an Economic and Fiscal analysis for the General Plan 2040; and

WHEREAS, the City was awarded grant funding from the Metropolitan Transportation Commission to provide financial support for the creation of a Downtown Precise plan as part of this contract; and;

WHEREAS, the City has sufficient funds in the General Plan Special Revenue Fund #218 to be appropriated for FY18/19 to support this contract for the duration of the contract; and;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby authorizes as follows:

1. An amount of \$59,063 shall be appropriated for FY18/19 from the General Plan Special Revenue Fund #218.

2. The City Manager to sign the Professional Services Agreement with BAE Urban Economics, Inc. attached hereto as Exhibit 1, subject to final approval as to form by the City Attorney, for services as Economic and Fiscal Technical Consultant for the San Rafael General Plan 2040 Update project, with a Term of January 22, 2019 to January 22, 2021, with up to two optional one (1) year extensions, for a total base contract amount up to \$117,490 and an additional five (5) percent of the total base contract, or \$8,875, available upon approval of the City Manager for a total contract amount not to exceed \$123,365.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Tuesday, the 22nd day of January 2019, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

Exhibit 1: Professional Services Agreement between City of San Rafael and BAE Urban Economics, INC., with

Exhibit A to Exhibit 1 San Rafael General Plan 2040 – Economic and Fiscal Technical Consultant Scope of Work for BAE Urban Economics, INC., January 22, 2019.

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR GENERAL PLAN 2040 ECONOMIC AND FISCAL TECHNICAL
CONSULTING SERVICES**

This Agreement is made and entered into this ____ day of _____, 2019, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and BAE URBAN ECONOMICS, INC. (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, on March 5, 2018, **CITY'S** City Council adopted Resolution No. 14478, which accepted the Final Work Program and initiated the preparation of General Plan 2040; and

WHEREAS, the City does not have existing staff persons dedicated to long range planning efforts or the staffing capacity amongst existing staff to conduct an Economic and Fiscal analysis for the General Plan 2040, and **CONTRACTOR** has the expertise to do so; and

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Barry Miller is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR'S Project Director.** **CONTRACTOR** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. David Shiver is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONTRACTOR** shall notify the **CITY** within ten (10) business days of the substitution.

2. **DUTIES OF CONTRACTOR.**

CONTRACTOR shall perform the duties and/or provide technical services for the General Plan 2040, as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Section 4 of this Agreement. **CITY** shall also provide a work space for **CONTRACTOR**, background information, oversight and direction, network computer access and other materials necessary for **CONTRACTOR** to perform their duties.

4. COMPENSATION.

For the full performance of the services described herein by **CONTRACTOR**, **CITY** shall pay **CONTRACTOR** a total base contract amount not to exceed \$117,490 for time and materials as described in the "Budget and Schedule" included in Exhibit A. An additional five (5) percent of the total base contract, or \$5,875, may be added to the budget upon approval of the City Manager for a total contract amount not to exceed \$123,365.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for 2 year(s) commencing on approval of this contract and ending on January 22nd, 2021. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for two additional periods of up to one year.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR**'s documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONTRACTOR** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONTRACTOR's** performance of services under this Agreement. Where **CONTRACTOR** is a professional not required to have a professional license, **CITY** reserves the right to require **CONTRACTOR** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONTRACTOR** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONTRACTOR's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. Other Insurance Requirements. The insurance coverage required of the **CONTRACTOR** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and non contributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONTRACTOR** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONTRACTOR** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the **PROJECT MANAGER** and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONTRACTOR** shall provide to the **PROJECT MANAGER** or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

11. **INDEMNIFICATION.**

A. Except as otherwise provided in Paragraph B., **CONTRACTOR** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONTRACTOR'S** performance of its obligations or conduct of its operations under this Agreement. The **CONTRACTOR's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONTRACTOR's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONTRACTOR's** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONTRACTOR's** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR'S** performance of or operations under this Agreement, **CONTRACTOR** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONTRACTOR** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONTRACTOR** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against

damages, liabilities or costs (including incidental damages. Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONTRACTOR**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **CITY**'s Project Manager:

Barry Miller
City of San Rafael
1400 Fifth Avenue
P.O. Box 151560
San Rafael, CA 94915-1560

TO **CONTRACTOR**'s Project Director:

David Shiver
BAE Urban Economics, Inc.
2600 10th St., Suite 300
Berkeley, CA 94710

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONTRACTOR** and **CITY** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **CITY** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

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

CITY OF SAN RAFAEL

JIM SCHUTZ, City Manager


ATTEST:

LINDSAY LARA, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

CONTRACTOR

By:  _____

Name: David Shiver

Title: Principal

[If Contractor is a corporation, add signature of second corporate officer]

By:  _____

Name: Matt Kowta

Title: Managing Principal

EXHIBIT A

SCOPE OF SERVICES

BAE will perform the following scope of services:

Task 1: Reconnaissance/Startup

The BAE project manager will attend initial meetings with City staff to start the project and meet key participants. These meetings will provide an opportunity to determine data needs and resources, identify points of contact at the City and other agencies, and determine how essential tasks will be performed. BAE will prepare a specific list of data requirements related to its economics analysis scope, including but not limited to retail sales, planned and proposed projects, property and ownership records, and identification of sub-areas for economic analysis. The meetings will also cover the project schedule and milestones, as well as issues related to mapping and GIS.

Task 1 Deliverables: Attendance at start-up meeting and data request memorandum.

Task 2: Participation in Community Engagement Program

BAE will attend two meetings of the General Plan Steering Committee and at least three community-wide workshops. Additionally, BAE's budget includes an additional 30 hours of project manager time for participation in other public meetings (in addition to those described above) and stakeholder meetings related to the General Plan over the next two years. BAE's budget includes time required to prepare PowerPoint slides that summarize economic issues and/or findings from BAE's work product for incorporation into the City's presentations.

Task 2 Deliverables: Attendance at two GPSC meetings and three community workshops; 30-hour meeting reserve; PowerPoint slides related to BAE's work on project.

Task 3A: Assess Existing Economic Conditions

BAE has taken the proposed scope for Task 3 and separated the assessments of economic and fiscal conditions into separate tasks for clarity. Task 3A covers economic conditions, and Task 3B will cover fiscal conditions.

3A.1: Citywide Evaluation

For this task, BAE will collect and analyze the baseline data that will underpin the Economic Vitality Element of the General Plan, while also providing data that informs future land use, transportation, and housing policies. Since the adoption of the 2020 General Plan there have been many changes in the economy. The retail sector has been quickly evolving in response to the rise of e-commerce and shopper preferences for retail environments that offer an experience. The region's high cost of housing has negatively impacted local businesses that find it challenging to recruit and retain employees. At the same time, employers are finding that locations near

transit and providing heavily amenitized work environments give them competitive advantages in accommodating their workforce. As a result, owners of older suburban office and industrial properties have had to reinvest in their properties to upgrade their space and provide on-site amenities.

BAE's analysis will look at San Rafael's role in the Marin/ North Bay economy and the greater Bay Area economy with these and other trends in mind. BAE will also look at the economic function of various sub-areas within the city, such as East San Rafael and the Northgate area. As part of this subtask, BAE will conduct a SWOT analysis, assessing San Rafael's Economic Strengths, Weaknesses, Opportunities and Threats. Economic and real estate market trends will be assessed, including existing and projected conditions in the residential, office, hotel/hospitality, retail, and industrial markets. BAE will also evaluate the City's existing 2020 General Plan Economic Vitality Element and any current economic development strategic plan or work plans.

Upon completion of this task and Task 3B, BAE will produce a comprehensive summary report on economic and fiscal conditions, including graphs, tables, and narrative. The work will include an executive summary and a slide deck suitable for presentation.

Subtask 3A1.a. Existing Conditions. As part of this subtask, BAE will gather and analyze available data regarding San Rafael's economy, including employment by sector, retail sales and spending patterns, business location patterns, commuting patterns, unemployment, and wages. To the extent possible with the available information, the following subject areas will be covered. Data will be drawn from such sources as the U.S. Census, American Community Survey, California Employment Development Department, California State Board of Equalization, and private-sector data vendors such as Esri and CoStar. In addition to using industry data, conclusions about the local economy will be informed by up to twelve (12) interviews with local business owners, retail property owners, developers, realtors, and economists. Up to two small group discussions may also be convened for this purpose. BAE would recommend that one of these small group discussions be focused on the City's retail environment.

Demographic Overview. The City of San Rafael prepared a demographic overview of San Rafael in July 2018 to support the City's General Plan effort, which BAE will use to inform the economic analysis for the General Plan. As part of the assessment of existing conditions for the General Plan, BAE will supplement the data provided in the existing demographic overview as appropriate to inform the planning process, which could include cross-tabulations using Public Use Microdata Sample (PUMS) data from the ACS to gain additional insight on key demographic trends. BAE's budget for this task includes preparation of maps and other graphics to communicate key findings.

Jobs. For this task, BAE will acquire City-level data by major industry from the California Employment Development Department for the most current period and for one or two comparable

periods in the past (e.g., five years or ten years) in order to show trends. In addition, BAE will review American Community Survey (ACS) data by workplace geography, which is more inclusive of all workers (i.e., includes self-employed) and Longitudinal Employer-Household Dynamics (LEHD) data. Assuming the City's business license data has employment counts and can be made available to BAE, BAE can use that source to further analyze trends in new business creation and number of smaller businesses. Another source of data is Hoovers/Dun & Bradstreet that can provide data for detailed NAICS codes regarding number of employees, year of establishment, and women/minority ownership.

Key areas of concern include:

- Employment in San Rafael by detailed NAICS code
- Historical trends in employment and unemployment
- Identification of largest employers in San Rafael and trends
- Business license trends
- Small business characteristics and trends
- Start-ups and venture capital investment during recent years

Jobs-Housing Balance/Labor Force. For this task, BAE will rely in large part on ACS data, including the most current five-year data as well as the more limited one-year supplemental data. Additional workforce data will be derived from LEHD. For commute patterns, the City seeks to reconcile discrepancies between LEHD data, ACS data, and data in the TAM model. Review of the methodologies for each of these sources, and of other data sources will be used in an attempt to determine the validity of each source and resolve significant differences between them. Key areas of concern include:

- Characteristics of the San Rafael resident workforce (wages, labor force characteristics)
- Commute patterns (where residents work, where local employees live, where those moving into new housing developments are working)

Retail Sales. San Rafael has the highest retail sales in Marin County, accounting for approximately one-quarter of the county's taxable retail and food service sales. The analysis will consider San Rafael's competitiveness in particular retail sectors relative to other cities in the market area, and the city's potential to draw additional regional and community-serving retail to Downtown and other destinations. The analysis needs to support Land Use Map decisions for commercial activities, as well as economic development programs to capture desired activities. The impacts of technology on consumer shopping habits on the demand for brick and mortar space will be a particularly important consideration. BAE's analysis will indicate the City's one or more points of retail 'gravity,' e.g., existing or proposed retail locations that would have access to the greatest population and employment base.

Using published data from the State Board of Equalization, BAE will discuss retail trends by sector, and will supplement this analysis with any more recent disclosable data the City possesses (typically as provided by HdL or Muni Services), and Economic Census data to estimate the additional non-taxable sales in San Rafael. The leakage analysis will look at consumer spending patterns and sales in other potential benchmark area. Overall future trends given technology, online sales, etc. and impacts on demand for brick and mortar space will be evaluated through literature review, looking also at national-level trends as shown in the U.S. Census data from the Annual and Monthly Retail Trade Surveys and their data on the “electronic economy.”

Tourism and Hospitality Trends (Hotels, Restaurants, Entertainment). Starting with data obtained from STR, a national vendor of data on hotel operations and occupancy trends, BAE will assess the strength of the local lodging market vis-à-vis Marin County and/or the greater Bay Area. STR categorizes hotels by market segment, and the inventory they provide will show the size of different market segments. Additional information will be gathered from the City and other sources, including regarding any proposed projects. BAE will look at overall tourism trends for San Rafael and Marin County to the extent possible with available data. The leakage analysis may provide insight into the extent to which local restaurants and nightclubs are attracting diners from beyond San Rafael; this will be supplemented through interviews with key City staff and a limited number of restaurants and entertainment venues. BAE will also attempt to assess the importance of any recurring special events in the City as attractions.

Real Estate Market. For commercial and industrial space, the evaluation of real estate market conditions will include an evaluation of the current inventory of space, vacancy rates, asking rents, and a review of businesses recently attracted to the city (as well as businesses that may have recently left the city or chosen an alternate location). The analysis should consider the competitive strengths and weaknesses of San Rafael overall, and of various sub-districts within San Rafael. It should look at the types of tenants drawn to each area of the city, and the types of commercial spaces that would best meet employer needs in the short, medium, and long-term. It should consider the market potential and demand for higher value uses on older commercial and industrial sites, and the local and regional implications of encouraging (or discouraging) reuse of such sites. BAE will discuss the following aspects of San Rafael’s real estate market and trends in the market:

- Building permit trends and volumes
- For-Sale and Rental Housing (prices, rents, volumes, absorption, pipeline)
- Retail (rents, vacancy, absorption, pipeline, citywide and by district)
- Office (rents, vacancy, absorption, pipeline, citywide and by district)
- Tech and Industrial/Flex (rents, vacancy, absorption, pipeline)
- Other (hospitals, institutional, public, etc.)
- Market potential of key opportunity sites

- Economic viability of the City’s development standards, including relationship between FAR, density, and height limits, and value of height bonuses provided for affordable housing and other community benefits, as well as how development standards help or hinder existing retail centers.
- Impact of City fees and inclusionary housing requirements on the viability of development

Projections. As part of the economic overview, BAE will consider projections of future growth in San Rafael, using ABAG/Plan Bay Area projections supplemented by other sources and San Rafael-specific factors elicited in this analysis. These projections will be used to determine likely demand for future floor space by land use and housing type, and will assess what Incentives and regulatory strategies could be used to achieve desired uses. A key part of this subtask will be to coordinate with the rest of the General Plan consultant team, in order to maintain consistency across the Plan documents, including the EIR.

Task 3A.1 Deliverables: Draft and Final Existing Conditions Technical Report. BAE will deliver one draft to the City and, after receipt of consolidated comments, will prepare a final report.

3A.2: Downtown Economic and Market Profile

More focused analysis of the Downtown economy will be required as part of the Downtown Precise Plan. This task will be funded through the Downtown Precise Plan grant and will be invoiced separately from other tasks in this Scope.

BAE will prepare an Economic and Market Profile for Downtown San Rafael to supplement the citywide analysis described above. This Profile will address the relationship of Downtown San Rafael to other business districts in San Rafael, Marin County, and the region. Parcel-level data for Downtown will be evaluated to provide an understanding of value and revenue per acre as well as other metrics that will inform future economic strategies, development standards, and land use choices.

The analysis will assess the potential market demand for transit-oriented development—including office, retail, and ownership and rental housing uses—in Downtown San Rafael. BAE will develop static pro formas for four (4) land uses (or mix of land uses) to assess the financial feasibility of each development type based on current and projected land development costs, potential lease rates and sale prices, City fees and standards, and other pertinent factors. As part of the analysis, the feasibility of providing affordable housing also will be addressed, taking into account the economics of current inclusionary housing requirements (and potential benefits). The relative cost and benefits of the City’s development incentives also will be considered. Specifically, BAE will consider the value of additional development entitlements (e.g., height and density) relative to

the cost of desired benefits (e.g., affordable housing, public space, etc.). BAE's retail analysis in Task 3A.1 will be expanded for deeper analysis of the downtown district.

BAE understands that the economic analysis for the Downtown Precise Plan will involve close coordination with City staff and the rest of the consultant team to ensure that the economic analysis is responsive to issues that arise during the overall planning process. BAE believes that our proposed budget for this task is sufficient to allow time for a somewhat iterative process with City staff and the rest of the consultant team in order to meet these needs.

Task 3A.2 Deliverables: Draft and Final Downtown Economic and Market Profile Technical Report. BAE will deliver one draft to the City and, after receipt of consolidated comments, will prepare a final report.

Task 3B: Assess Existing Fiscal Conditions

For this task, BAE will review the City Budget, and provide a summary of the sources and uses of funds and discuss relevant revenue initiatives. BAE will evaluate City revenue sources, such as property tax, sales tax (including Measure E sales tax), franchise tax, business tax, and transient occupancy tax. BAE will identify key properties that generate significant revenue to the City. BAE will also provide an overview of the relative stability of each revenue source over the course of an economic cycle and factors that could impact City revenues over the long term. The results of this assessment will be incorporated into the comprehensive summary report on economic and fiscal conditions as described for Task 3A and used as the baseline for the fiscal model to be developed for Task 4. BAE will prepare graphics to communicate findings and facilitate public understanding of existing fiscal conditions.

Task 3B Deliverable: Internal technical memorandum for incorporation in Task 4.

Task 4: Evaluate Economic and Fiscal Implications of Land Use Alternatives

BAE will participate with other members of the General Plan team in the evaluation of land use alternatives and potential land use policy choices. This should include attendance at meetings with staff and participation in community workshops (see Task 2 above), along with research and analysis to consider the market implications of the land uses and development standards (density, FAR, height, etc.) that may be considered for different sites. The City is particularly interested in understanding the fiscal impacts of potential land use choices, including metrics that indicate existing and projected revenue generation (per acre, per parcel, etc.) for Downtown and other business districts. This could include the development of graphics and maps that illustrate economic productivity at the district, city, and county level.

BAE will develop a General Fund fiscal impact model for San Rafael to test assumptions regarding future developments and to project the net fiscal impacts of the anticipated new development

that would be accommodated by the Land Use Element of the proposed General Plan Update. The results of this analysis will help the City and the consultant team to refine the Land Use Element, balancing fiscal concerns with other planning considerations, such as economic development, community character, environmental impacts, etc. BAE will base the fiscal impact projections on estimates of the net increase in development, by land use category, that could occur under the proposed General Plan Update Land Use Element.

In developing the fiscal impact model, BAE will complete the following steps, leading to both an Excel model that can be used to estimate future General Fund revenues and service costs, as well as a narrative report describing the methodology and results, and the recommendations for refinement of a fiscally sustainable General Plan Update.

- Analyze City's current and projected budget (see Task 3B)
- Prepare Revenue Projections – This will include estimating future General Fund revenues as appropriate (includes sales tax, property tax, property tax in-lieu of vehicle license fees, charges for services, and other key revenue sources)
- Prepare Service Cost Projections
 - Interview representatives of key City departments to discuss working service standards, impact of changes in land use on services
 - Develop relevant average service cost multipliers and marginal service cost estimates for departments to serve projected growth
- Estimate and analyze projected fiscal revenues and service costs per increment of growth anticipated under the updated General Plan
- Provide feedback to consultant team and city re: recommended changes to Land Use Element

To complete this task BAE will prepare a Fiscal Impact Report including discussion of methodology, assumptions, and results, along with tables, graphs, and recommendations for refinement of a fiscally sustainable General Plan Update. If necessary, BAE will recommend fiscal mitigation measures to ensure the fiscal sustainability of the adopted General Plan Update.

Task 4 Deliverables: Draft and Final Fiscal Impact Technical Report. BAE will deliver one draft to the City and, after receipt of consolidated comments, will prepare a final report.

Task 5: Peer Review of Economic Vitality Element and Other General Plan Elements

BAE will participate in the development of policies and implementing actions in the Economic Vitality Element, and may weigh in on other General Plan policies as they are developed. Authorship of the Economic Vitality Element itself will be the responsibility of the in-house staff team, and not BAE. BAE will have a key supporting role and will review and comment on administrative drafts, suggesting revisions as appropriate. BAE will also participate as a “subject

matter expert” on issues related to fiscal impacts, financing of capital projects, probable timing of future development, community benefits, economic development initiatives, and similar economically-focused topics addressed by the General Plan.

Task 5 Deliverable: Respond to City staff questions and review draft sections of the Economic Vitality Element as directed.

Task 6: Plan Adoption

BAE will be available during the Plan adoption process to respond to staff questions relating to data, analysis, and policies with economic impacts. However, BAE is not expected to participate in Planning Commission and City Council hearings related to Plan adoption. Hours shown for this task in BAE’s budget may be reallocated, as approved by City, to cover any excess labor incurred in other tasks.

Task 6 Deliverable: Respond to staff questions.

Task 7: Project Management and Administration

BAE expects to attend periodic project management and work progress meetings, either by conference call or in person. Time also will be required for general email correspondence and communication/coordination with members of the project team. The budget for this task is built into previous tasks.

Task 7 Deliverables: Project team conference calls; project updates, respond to City staff or project team emails.

BUDGET AND SCHEDULE

Budget

BAE has prepared a budget totally, \$117,490, or \$122,860 with the optional task, for both the General Plan update and Precise Plan for the City’s downtown, inclusive of all labor and expenses. BAE invoices monthly and will be prepared in a format acceptable to the City. Data expenses are billed as incurred with no mark up. CoStar data is invoiced as a fixed amount on a per job basis and one expense is proposed for this engagement.

	Principal	VP	Associate	Analyst	Total
	<u>\$300</u>	<u>\$210</u>	<u>\$140</u>	<u>\$95</u>	<u>Budget</u>
<u>General Plan Tasks</u>					
1 Reconnaissance/Startup	4.0	6.0	10.0	-	\$3,860
2 Participation in Community Engagement Program	16.0	45.0	8.0	-	\$15,370
3A Assess Existing Economic Conditions (Excluding Precise Plan work)	16.0	35.0	50.0	40.0	\$22,950
3B Assess Existing Fiscal Conditions	6.0	10.0	34.0	16.0	\$10,180
4 Evaluate Economic and Fiscal Implications of Land Use Alternatives	6.0	20.0	60.0	16.0	\$15,920
5 Peer Review of Economic Vitality Element & Other General Plan Element	10.0	16.0	-	-	\$6,360
6 Plan Adoption	2.0	4.0	-	-	\$1,440
7 Project Management and Administration	4.0	20.0	4.0	-	\$5,960
LABOR	64	156	166	72	\$82,040
EXPENSES (includes data purchase and mileage)					\$650
Mileage	250				
Esri	250				
EDD-City data	150				
BAE GENERAL PLAN BUDGET					<u>\$82,690</u>
<u>Precise Plan Tasks</u>					
3A.2 Downtown Economic and Market Profile	20.0	60.0	70.0	50.0	\$33,150
LABOR					\$33,150
EXPENSES (includes data purchase and mileage)					\$1,650
Mileage	\$50				
STR data purchases	\$600				
Costar	\$1,000				
BAE PRECISE PLAN BUDGET WITHOUT OPTIONAL TASK					<u>\$34,800</u>
TOTAL BAE BUDGET WITHOUT OPTIONAL TASK					<u>\$117,490</u>

Schedule

BAE has the capacity to undertake this engagement and understands that draft technical reports would have to be prepared and reviewed by the City and consultant team by early 2020 for public release. As part of the start-up meeting, BAE will confer with the City and its selected team to finalize a schedule for BAE's deliverables. Upon BAE's authorization to proceed, a draft existing conditions analysis (Task 3) technical report can be submitted within 60 days of authorization to proceed. A draft fiscal impact analysis (Task 4) can be submitted within 45 days of authorization to proceed. BAE understands the need to coordinate the schedule for the economic analysis for the Downtown Precise Plan with the overall Downtown Precise Plan schedule, is prepared to complete the analyses for the Downtown Plan on a separate schedule from the General Plan analysis as needed.

RESOLUTION NO. _____

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FEHR & PEERS ASSOCIATES, INC. TO SERVE AS TRANSPORTATION TECHNICAL CONSULTANT FOR THE GENERAL PLAN 2040, WITH A TWO-YEAR TERM AND TWO OPTIONAL ONE-YEAR EXTENSIONS FOR A TOTAL CONTRACT AMOUNT UP TO \$273,000.

(Term of Agreement: from January 22, 2019 to January 22, 2021)

WHEREAS, on March 5, 2018, the City Council adopted Resolution No. 14478, which initiated the preparation of General Plan 2040 and accepted the Final Work Program; and

WHEREAS, on August 9, 2018, the City issued a competitive Request for Proposals for General Plan 2040 Technical Support and Downtown Precise Plan; and

WHEREAS, a selection committee comprised of staff and a General Plan 2040 Steering Committee member was formed to review submitted proposals; and

WHEREAS, the City received one proposal on or before the September 5th, 2018 filing deadline for the Transportation analysis scope for General Plan 2040 Technical Support and Downtown Precise Plan; and

WHEREAS, the selection committee conducted a thorough and objective review of the received Transportation analysis scope proposals; and

WHEREAS, the selection committee recommended the proposal submitted by Fehr & Peers Associates, Inc. as qualified and meeting the City's requirements after consideration of both the review of Transportation analysis scope proposal and in-person interview; and

WHEREAS, the City does not have existing staff persons dedicated to long range planning efforts or the staffing capacity amongst existing staff to conduct an Transportation analysis for the General Plan 2040; and

WHEREAS, the City was awarded grant funding from the Metropolitan Transportation Commission to provide financial support for the creation of a Downtown Precise plan as part of this contract; and;

WHEREAS, the City has sufficient funds in the General Plan Special Revenue Fund #218 to be appropriated for FY18/19 to support this contract for the duration of the contract; and;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby authorizes as follows:

1. An amount of \$89,250 shall be appropriated for FY18/19 from the General Plan Special Revenue Fund #218.

2. The City Manager to sign the Professional Services Agreement with Fehr & Peers Associates, Inc. attached hereto as Exhibit 1, subject to final approval as to form by the City Attorney, for services as Transportation Technical Consultant for the San Rafael General Plan 2040 Update project, with a Term of January 22, 2019 to January 22, 2021, with up to two optional one (1) year extensions, for a total base contract amount up to \$260,000 and an additional five (5) percent of the total base contract, or \$13,000, available upon approval of the City Manager for a total contract amount not to exceed \$273,000.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Tuesday, the 22nd day of January 2019, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

Exhibit 1: Professional Services Agreement between City of San Rafael and Fehr & Peers Associates, INC., with

Exhibit A to Exhibit 1 San Rafael General Plan 2040 – Transportation Consultant Scope of Work for Fehr & Peers Associates, INC., January 22, 2019.

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR GENERAL PLAN 2040 TRANSPORTATION TECHNICAL
CONSULTING SERVICES**

This Agreement is made and entered into this ____ day of _____, 2019, by and between the CITY OF SAN RAFAEL (hereinafter "CITY"), and FEHR & PEERS ASSOCIATES, INC. (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, on March 5, 2018, CITY'S City Council adopted Resolution No. 14478, which accepted the Final Work Program and initiated the preparation of General Plan 2040; and

WHEREAS, the CITY does not have existing staff persons dedicated to long range planning efforts or the staffing capacity amongst existing staff to conduct a Transportation analysis for the General Plan 2040, and CONTRACTOR has the expertise to do so;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

I. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The Barry Miller is hereby designated the PROJECT MANAGER for the CITY and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR'S Project Director.** CONTRACTOR shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONTRACTOR. Bob Grandy is hereby designated as the PROJECT DIRECTOR for CONTRACTOR. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the CONTRACTOR shall notify the CITY within ten (10) business days of the substitution.

2. **DUTIES OF CONTRACTOR.**

CONTRACTOR shall perform the duties and/or provide technical services for the General Plan 2040, as specified in the "Work Plan" dated January 8, 2019 attached hereto as Exhibit "A" and incorporated herein by reference.

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Section 4 of this Agreement. CITY shall also provide a work space for CONTRACTOR, background information, oversight and direction, network computer access and other materials necessary for CONTRACTOR to perform their duties.

4. COMPENSATION.

For the full performance of the services described herein by CONTRACTOR, CITY shall pay CONTRACTOR a total base contract amount not to exceed \$260,000 for time and materials as described in Exhibit A. An additional five (5) percent of the total base contract, or \$13,000 may be added to the budget upon approval of the City Manager for a total contract amount not to exceed \$273,000.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by CONTRACTOR.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for 2 year(s) commencing on approval of this contract and ending on January 22nd, 2021. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for two additional periods of up to one year.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all CITY documents or materials provided to CONTRACTOR and any and all of CONTRACTOR's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to CITY as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the CONTRACTOR in connection with

the performance of its duties under this Agreement, shall be the sole property of CITY. CITY may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, CONTRACTOR shall make available to CITY, or its agent, for inspection and audit, all documents and materials maintained by CONTRACTOR in connection with its performance of its duties under this Agreement. CONTRACTOR shall fully cooperate with CITY or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, CONTRACTOR shall maintain, at no expense to CITY, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the CONTRACTOR's performance of services under this Agreement. Where CONTRACTOR is a professional not required to have a professional license, CITY reserves the right to require CONTRACTOR to provide professional liability insurance pursuant to this section.

4. If it employs any person, CONTRACTOR shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. CONTRACTOR's worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against CITY.

B. **Other Insurance Requirements.** The insurance coverage required of the CONTRACTOR in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and non contributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONTRACTOR** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONTRACTOR** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the **PROJECT MANAGER** and City Attorney, and shall not reduce the limits of liability. Policies containing any

self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY or other additional insured party. At CITY's option, the deductibles or self-insured retentions with respect to CITY shall be reduced or eliminated to CITY's satisfaction, or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** CONTRACTOR shall provide to the PROJECT MANAGER or CITY'S City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements from CONTRACTOR. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., CONTRACTOR shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by CITY, and hold harmless CITY, its officers, agents, employees and volunteers (collectively, the "City Indemnitees"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "CLAIMS"), arising out of CONTRACTOR'S performance of its obligations or conduct of its operations under this Agreement. The CONTRACTOR's obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the City Indemnitees. However, to the extent that liability is caused by the active negligence or willful misconduct of the City Indemnitees, the CONTRACTOR's indemnification obligation shall be reduced in proportion to the City Indemnitees' share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the CONTRACTOR's work or work product by the CITY or any of its directors, officers or employees shall not relieve or reduce the CONTRACTOR's indemnification obligations. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONTRACTOR'S performance of or operations under this Agreement, CONTRACTOR shall provide a defense to the City Indemnitees or at CITY'S option reimburse the City Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by CONTRACTOR under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, CONTRACTOR shall indemnify and hold harmless the CITY and its officers, officials, and employees (collectively City Indemnitees) from and against damages, liabilities or costs (including incidental damages. Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence,

recklessness, or willful misconduct of **CONTRACTOR**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **CITY**'s Project Manager:

Barry Miller
City of San Rafael
1400 Fifth Avenue
P.O. Box 151560
San Rafael, CA 94915-1560

TO **CONTRACTOR**'s Project Director: Bob Grandy
Fehr & Peers Associates, Inc.
332 Pine St., 4th Floor
San Francisco, CA 94104

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONTRACTOR** and **CITY** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **CITY** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any

other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

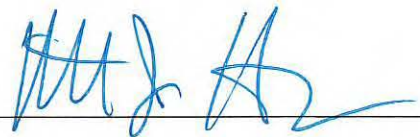
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL

CONTRACTOR

JIM SCHUTZ, City Manager

By: _____



Name: Matthew J. Henry

Title: President, CEO

ATTEST:

[If Contractor is a corporation, add signature of second corporate officer]

LINDSAY LARA, City Clerk

By: Marion Donnelly

APPROVED AS TO FORM:

Name: marion Donnelly

Title: C.F.O.

ROBERT F. EPSTEIN, City Attorney

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Purpose and Key Deliverables

We understand that the purpose of this transportation work plan is to provide a combined analysis of the City of San Rafael General Plan Update and a Downtown Precise Plan in time for adoption of both plans in 2020. CEQA clearance for both plans would be provided in a single combined document. Community input for both plans would be facilitated through a single Steering Committee and a series of workshops.

The primary transportation deliverables are summarized as follows.

- State of Transportation White Paper
- Travel Forecasting Methodology Memo
- 2040 Travel Forecasts
- Downtown Precise Plan Multi-modal Access & Connectivity White Paper
- Downtown Precise Plan Parking Policy White Paper
- Transportation chapter of Combined CEQA Document
- Required documentation for updated Traffic Mitigation Fee (Optional Task 5.3)

Approach

We understand that the City of San Rafael wishes to accomplish the following objectives as part of the General Plan Update and Downtown Precise Plan process.

- Develop Revised Transportation Policies
- Identifying how the City will comply with SB 743, and how VMT and LOS will be applied in future planning and CEQA efforts
- Refine the NEW Marin County Travel Model being developed by TAM to use in the General Plan and Precise Plan process
- Screen General Plan Land Use and Circulation Alternatives against key transportation metrics
- Develop Circulation Element, Transportation Policies and Thresholds, and Analysis that Allows for Future CEQA Streamlining (e.g., reducing transportation study requirements for future projects that are consistent with the General Plan and Downtown Precise Plan)
- Update Traffic Impact Fees

We will work with City staff and the Steering Committee to consider refinements to transportation policies, with a focus on VMT and LOS. Key considerations are whether the City wishes to adopt a VMT policy and VMT CEQA threshold prior to the General Plan and Precise Plan EIR process. Taking this step would allow for future CEQA streamlining relative to VMT assessments, but would require an early review and consideration of policy options.

This work plan includes a validation of base year for the new Marin County Travel Model being developed by TAM for 40 road study segments. We understand the 2015 base year model will be

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completed by TAM and available by March 2019, which will allow for the validation to occur in April and May, 2019.

Key transportation metrics that could be applied in the screening of General Plan Land Use and Circulation Alternatives include relative citywide VMT as well as volume/capacity ratio for the 40 road segments. These metrics would be developed for the 2040 horizon year using the new TAM model as described above.

We will work with City staff during the early projects stages to identify actions that would maximize future CEQA streamlining relative to transportation issues. Developing a financially constrained circulation network (i.e., one that is fully funded) is a key action for future CEQA streamlining. We will work with City staff to review projects identified in the 2020 General Plan that have not been implemented, and determine which of those are reasonable candidates to be funded by 2040 given revenues available to the City of San Rafael.

This work plan also includes a task to update the traffic mitigation fee program, since much of the data generated during this process can be used to determine required fee adjustments.

Work Plan

Task 1. Reconnaissance

Establishing good working relationships with our clients, maintaining efficiencies, and staying on schedule are important for the success of the Plan Update. Fehr & Peers will attend up to two kick-off meetings with the Project team and key stakeholders to determine:

- Data needs from the City and/or other relevant agencies
- Points of contact for on-going collaboration and sharing key deliverables
- Major transportation issues and improvements to be highlighted in the circulation element
- Transportation analysis approach
- Overall project administrative goals, including schedule, milestones, and on-going team communication

Task 1 Deliverables

- Draft and Final Work Plan to include the Scope of Work, Schedule, and Communication Strategy
- List of Major Transportation Issues and Related Key Community Values
- List of Data Needs

Task 2. Participate in Community Engagement Program

Outreach is an important aspect to the General Plan, as the plan should reflect the goals and vision of the City as well as key community values. As such, Fehr & Peers will participate in at least seven in-person meetings with the General Plan project team to engage the San Rafael community.

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Task 2 Activities

- Participation in up to four in-person meetings with the General Plan Steering Committee
- Participation in up to three in-person meetings for the community-wide workshops
- An additional 10 staff hours to participate in other public and stake holder meetings for the General Plan and Downtown Specific Plan

Task 3. Data Collection and Analysis to Support General Plan and EIR “Setting”

Fehr & Peers will prepare a transportation “White Paper” documenting existing conditions. Below documents our approach in successfully completing this task.

Task 3.1 Traffic Counts

Fehr & Peers will work with the City to identify road segments where traffic counts are needed to establish an adequate baseline for transportation planning purposes. Up to 40 road segments will be included. The need for traffic counts at these segments will be determined and the City, or a third party vendor to be retained by the City, will conduct the necessary AM and PM counts as needed. Based on the traffic data, AM and PM peak hour LOS will be determined for the identified roadway segments.

Task 3.2 Inventory and Assessment of Conditions by Mode

Fehr & Peers will review the City of San Rafael’s Public Works’ GIS database to understand existing conditions throughout the City of San Rafael. Existing conditions include but are not limited to: signalized intersections, presence of medians and sidewalks, transit stop locations, and bicycle lanes. We will collect historic roadway operating and maintenance cost data, road maintenance revenues, road maintenance shortfall data, and historic transportation capital revenue data from City Public Works staff for use in the financial constraint assessment and fee update. We will collect data on past efforts and the current status of Transportation Demand Management (TDM) Plans for private companies in the City of San Rafael from City Planning staff. Additionally, Fehr & Peers will collect and summarize existing transit data including ridership, headway, and service for all transit providers in the City of San Rafael. As directed by City staff, we will utilize existing data for this task.

Task 3.3 Baseline Modeling and Analysis

Fehr & Peers is currently working with the Transportation Authority of Marin to prepare a travel demand forecasting model for the County of Marin. Fehr & Peers will use their experience with the TAM model to understand the model’s suitability for General Plan application. As part of this task, Fehr & Peers will prepare a technical memorandum outlining the model’s applicability and recommended revisions including land use changes, trip types, and transportation infrastructure projects within the City of San Rafael. The technical memorandum will also summarize household and employment data by traffic analysis zone (TAZ) for comparison to existing and future projections.

As noted above, Fehr & Peers is currently working with TAM to validate the existing TAM activity-based travel model. This work scope assumes that the validated base year model files will be available from TAM by March 2019. Fehr & Peers will conduct a static validation check to see if the new model meets the validation metrics in the 2017 RTP Guidelines for the 40 study roadway segments in the City of San

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Rafael. If the static validation thresholds are not met for roadways in the City of San Rafael, Fehr & Peers would conduct additional calibration and validation efforts for the City of San Rafael. We understand that TAM will develop a 2040 horizon year model by June 2019 that will serve as the 2040 No Build scenario (i.e., based on MTC Plan Bay Area 2040 growth) for this effort. We will obtain those model files for application in Task 4.

Task 3.4 Transportation Issues Profile

A key element of Task 3 is to identify existing transportation issues. As part of this task, Fehr & Peers will address several key policy topics, including the following:

- Complete Streets and Safety¹
- Transportation Demand Management (past efforts and current status)
- Goods Movement
- Parking Policies and Management Program
- Emerging Transportation Considerations
- Financially Constrained Transportation System

The white paper will document existing collision data to document transportation issues related to complete streets and safety. Fehr & Peers will identify collision hot spots and summarize existing transportation collision patterns. Alternative approaches for addressing the Complete Streets and Safety policy requirement will be described in the white paper, and may include a single focused policy to develop and operate city streets based on a “complete streets” concept, methods to develop street typologies that are tied to land use context, and/or identification of a multimodal analysis methodology.

The white paper will also describe options to incorporate Transportation Demand Management (TDM) programs into the General Plan process that provide opportunities to utilize the new Downtown Transit Center and SMART system to achieve Transportation, GHG, and Air Quality goals.

Emerging transportation considerations that will be discussed in the white paper include Transportation Network Companies (TNCs like Uber and Lyft), shared transportation systems, enhanced technology and information systems, and partial or fully autonomous vehicles. The potential effects of these emerging technologies on roadway needs, transit ridership, VMT, parking, and curbside management will be discussed.

Recent litigation and the 2017 General Plan Guidelines have caused agencies to increase the level of analysis and policy considerations related to the need for transportation plans to be realistic based on projected costs and available revenues. The white paper will describe policies and actions considered by other agencies to address transportation funding shortfalls.

Task 3.5 Summary Report

Fehr & Peers will prepare a report describing existing transportation conditions to initiate the planning process. The report will include road segment LOS analysis for the roadway segments identified in Task 3.1. It will provide a summary of existing conditions for all travel modes and highlight existing

¹ The 2018 Marin County Safety Plan will be consulted as part of this task.

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transportation issues in the City of San Rafael. The white paper will also include a summary of emerging transportation trends and highlight how transportation is expected to evolve within the City of San Rafael.

Task 3 Deliverables

- TAM Model Review and Preliminary Analysis Technical Memorandum
- State of Transportation White Paper

Task 4. Prepare and Analyze General Plan 2040 Transportation Forecasts

Fehr & Peers will work with the Project team to prepare and analyze 2040 transportation forecasts, identify transportation improvements, strategies, policies, land use changes for mitigation.

Task 4.1 Calculate 2015-2040 Growth by Zone

We understand that City staff will perform the growth analysis exercise and provide 2040 land use forecasts by model land use type, and that these forecasts will be consistent with 2040 citywide population and employment control totals in MTC's Plan Bay Area 2040 RTP/SCS. City staff will also review the 2015 land use allocations in the TAM 2015 base year model. Fehr & Peers will provide model land use and network information for City staff use. City staff will prepare growth calculations by TAZ, which Fehr & Peers will use for base year (2015) and horizon year (2040) model calculations. City staff will provide population, households, and employment for each TAZ for up to three land use alternatives. City staff will provide electronic files detailing the preferred land use plan by TAZ that includes a "crosswalk" from the General Plan designation to model land use types as well as population and employment rates by acre, for the three land use alternatives. It is likely that each land use alternative will include different assumptions for Downtown, based on the parallel process of developing land use alternatives for the Downtown Precise Plan.

Task 4.2 Traffic Modeling and Analysis

Under Task 4.2, Fehr & Peers will use the 2040 travel model provided by TAM to develop 2040 forecasts for citywide VMT and road segment volumes. For the three General Plan land use alternatives, only forecasts for the 40 road segments will be developed; for the preferred General Plan land use alternative, roadway segment forecasts will be developed for the 2040 No Project and 2040 Plus Project scenarios. Model validation or calibration efforts are not included.

For the three General Plan land use alternatives, 2040 LOS will be determined for the 40 study road segments. The number of travel lanes that would be required to meet current General Plan LOS designations will be identified.

For the preferred General Plan land use alternative, Fehr & Peers will calculate LOS for the 40 road segments identified through Task 3.1. The improvements required to meet current General Plan LOS designations will be identified. After reviewing the road segment LOS results with City staff, we will collaborate to identify locations for a focused operations assessment. The study budget includes \$10,000 for this focused traffic operations assessment. This information will be summarized in a matrix for City staff review and comment.

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To comply with SB 743, the City will need to make a series of decisions about how to change current transportation impact analysis and shift to the use of VMT. The City will need to address questions related to VMT analysis methodologies, thresholds, and feasible mitigation measures. As part of the decision making process, we would work with staff to consider the following questions.

1. Does the City want to follow the VMT analysis recommendations developed by OPR for SB 743 implementation? If not, substantial evidence will be needed to support the City's preferred analysis approach, forecasting methodology, thresholds, etc.
2. How should VMT analysis methodology be coordinated across the air quality, energy, greenhouse gas, and transportation sections of CEQA environmental documents for the general plan and subsequent projects? OPR recommends that SB 743 VMT analysis focus on automobile VMT only for individual land uses and trip types. In contrast, current practice for estimating VMT for the other environmental subjects above is to account for all VMT associated with a proposed project.

To help the City answer these questions, Fehr & Peers will prepare VMT per capita and/or VMT per service population forecasts using the new TAM travel demand model. Because the TAM travel model pivots off the MTC regional model, it meets OPR recommendations to base VMT calculations on the regional travel model. It should be noted that VMT forecasts from the MTC model do not account for trips made to or from locations outside the nine Bay Area counties, and adjustments should be made to the final VMT forecasts to account for all trips as recommended by OPR.

LOS and VMT Analysis

We understand the City of San Rafael would like to explore its options with respect to measuring project impacts and monitoring performance of its roadway network. These options could include continued use of LOS on roads outside of Downtown and other transit-oriented zones for planning purposes, or a citywide shift to VMT for all future traffic analysis. Therefore, we propose completing both a VMT analysis, in compliance with SB 743, and LOS analysis as part of this project.

Based on the forecasts prepared as described above, Fehr & Peers will conduct roadway segment LOS for the cumulative and cumulative plus project scenario to determine if changes in the current circulation element network (i.e., number of travel lanes) are required to meet existing LOS thresholds. Potential modifications to current LOS policy thresholds will also be discussed. As a result of the LOS analysis described above, Fehr & Peers will identify future roadway modifications to meet the desired transportation thresholds and metrics. We will prepare conceptual cost estimates for this list of projects, either through updating previous cost estimates or preparing new ones, as described in Task 4.5 below. We will work with the City to determine the extent to which identified projects may be added to a list of planned improvements or are determined infeasible due to fiscal constraints.

Task 4.3 Greenhouse Gas (GHG), Air Quality, and Noise Analyses

Fehr & Peers will prepare 2040 VMT forecasts for the preferred plan for distribution to the project team for use in calculating impacts on GHGs, air quality, and noise. We will also provide a summary of the methodology used to develop the VMT forecasts based on OPR SB 743 guidance, which differs from common methods used to calculate GHG emissions (e.g., RTAC methods only account for one-half of IX/XI trips in VMT calculations).

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Task 4.4 Focused Analysis for the Downtown Precise Plan Area

Downtown Precise Plan Analysis

Fehr & Peers will prepare a multimodal analysis of the Downtown Plan Area. The focus of this effort will be to identify transportation policies to support planned development in the Downtown Area including a revised LOS policy and policies related to the allocation of future street right-of-way, commercial loading, curbside management, travel demand management, and transportation management strategies related to downtown facilities. This includes consideration of how transportation facilities will be affected by emerging transportation trends such as Transportation Network Companies (Uber, Lyft, etc.) and autonomous vehicles.

The white paper will document the Downtown Plan Area's existing conditions based on available data, including locations of signalized intersections, transit stops and ridership, bicycle network, and existing traffic patterns. Additionally, using available data from City and/or transit agencies, we will include the existing mode splits.

Downtown Parking Analysis and Policy Strategy

Fehr & Peers will develop a parking policy strategy based on a review of the recently completed Downtown Parking and Wayfinding Study as well as the preferred General Plan land use study and community input. The focus of the effort will be to identify parking and loading policies that both support planned growth, are consistent with the General Plan vision, and account for current and emerging transportation trends.

Task 4.5 Conceptual Planning Level Transportation Cost Estimates

Fehr & Peers will develop conceptual planning level cost estimates for the transportation projects identified in Task 4.2. Our cost estimates will be developed using Caltrans cost data or other relevant data from recent projects in the City (if available) or from other Bay Area projects. Costs will include an estimate of construction costs, soft costs, and contingency based on the guidance in the Caltrans project development manual or per direction from City staff.

For corridor improvements, we will develop costs on a lineal distance basis for typical corridor improvements (e.g. roadway widening) based on the various corridor improvements identified in the previous tasks. For intersection improvements, we will develop costs on a per location basis, likely including a base cost of signal upgrades with roadway spot improvements (e.g. turn pocket installation or widening at intersection approaches).

Our estimates will not include costs for right of way acquisition. We will document our assumptions for cost components where applicable. Fehr & Peers will provide the City with our draft assumptions for cost items and unit costs for review and concurrence prior to finalizing our cost estimates. A discussion of likely funding shortfalls and the types of projects that should be eligible for TIF funding will be included.

Task 4 Deliverables

- 2040 VMT and Network Forecasts for 3 Alternatives and the Preferred Plan
- Downtown Multi-modal Access & Connectivity White Paper

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- Downtown Parking Analysis & Policy White Paper
- Conceptual Planning Level Transportation Cost Estimates

Task 5. Participate in Drafting General Plan Transportation Element and EIR

Task 5.1 Transportation Element

We understand that we will not be responsible for preparing the Transportation Element of the General Plan or the Transportation Section of the Downtown Precise Plan; however, we will assist the Consultant team in developing polices and action programs for inclusion in the Plans. We have allocated approximately eight hours of consultant time to review and provide comment on transportation policies developed by City staff.

As part of our input, we anticipate providing input on LOS and VMT related policies. These policies would focus on setting VMT reduction targets that could also be used as CEQA impact significance thresholds and defining the range of potential feasible mitigation measures. The input will be informed by community input on the Existing Conditions Report. This initial VMT information will demonstrate the level of forecasted VMT reduction based on the projected population and employment growth in the Land Use Element and the planned transportation network expansion in the Transportation Element. This information is intended to help the City determine an appropriate level of VMT reduction for mobile greenhouse gas emissions, mobile air pollutant emissions for air quality purposes, and individual land use and transportation projects in compliance with SB 743.

General Plan guidance requires that the Transportation Element be financially constrained. We will conduct this assessment in collaboration with City staff based on a combination of construction costs for new improvements, deferred maintenance backlog, and ongoing operation and maintenance costs for the entire transportation system (i.e., roadways, transit, lighting, utilities, etc.).

Task 5.2 General Plan and Precise Plan EIR

Fehr & Peers will prepare the Administrative Draft EIR for the General Plan and Precise Plan. The transportation section for the ADEIR will cover topics related to the roadway, transit, bicycle, pedestrian, and truck components of the transportation system. Based on comments received from City staff, we will prepare the transportation section of the Draft EIR. We will provide input into this process as needed to ensure the section is complete, accurate, and legally adequate.

Potential significant impacts will be measured based on changes to baseline conditions that occur under the cumulative plus project scenario consistent with CEQA Guidelines Section 15125 (a) and considering the City's transportation impact significance thresholds. If possible, we recommend that thresholds for the General Plan EIR be developed/confirmed by City staff prior to starting the environmental impact analysis and be adopted according to CEQA Guidelines Section 15064.7. If the project schedule does not allow for this approach, then we will apply the same thresholds used in previous City of San Rafael EIRs. The potential compliance with SB 743 could complicate this approach if the City wants new SB 743 thresholds for the General Plan EIR. The approach to transit, bicycle, pedestrian, and truck impact evaluation will be qualitative and generally rely on potential disruptions to these system components that could be caused or exacerbated by the proposed project. At this time, the specific approach for roadway network impacts is somewhat uncertain given the potential role of SB 743 compliance. As Caltrans is now requesting VMT analysis instead of LOS analysis based on their interim SB 743 guidance,

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we are including sufficient time for this task to include LOS analysis for the cumulative no project and plus project scenarios for 40 road segments (with the exception of freeway facilities per the Caltrans interim guidance noted above), as well as VMT analysis.

We will also address CEQA Guidelines Section 15125 (d) requiring an analysis that examines inconsistencies between the currently adopted general plan and the proposed plan by comparing transportation network performance differences between the cumulative no project and cumulative plus project scenarios. These differences do not constitute impacts, as impacts will be determined as described above, but the information is required to be disclosed for CEQA purposes.

Task 5 Deliverables

- Draft polices for consideration in the Transportation Element of the General Plan and Downtown Precise Plan
- Prepare an admin draft, screencheck draft, and public review draft DEIR Transportation Chapter for inclusion in the Combined General Plan/ Precise Plan EIR

Task 5.3 Traffic Mitigation Fee Update

Fehr & Peers will assist the City in development of an updated Traffic Mitigation Fee that can be adopted concurrently with the General Plan. The Fee would facilitate development of the capital projects identified in the General Plan and EIR, and provide a tool for assigning a fair share of future improvement costs to future development. It would also reduce the need for (and scope of) future traffic studies for projects that are consistent with the General Plan and Downtown Precise Plan.

The scope for this update to the Traffic Mitigation Fee includes both a nexus analysis and a fee calculation. The revised traffic mitigation fees will be determined on a “per trip” basis. If desired, we will work with City staff to identify fee districts that reflect the different trip making characteristics for land uses based on their proximity to transit service, land use density, network characteristics (i.e., walkability), etc. If the City decides in the future to consider basing the fees on another metric such as VMT, Fehr & Peers will develop a revised work plan and budget for that effort. For the nexus analysis, we will develop a draft system of roadway improvements for review by City staff. After review by City staff, we will conduct one additional model run to finalize the roadway network improvements and generate final travel demand output for the nexus analysis. The information will be used to determine the preliminary fair-share cost contribution from each district for the fee program’s selected improvements as well as a preliminary list of potential existing deficiencies.

We will assist City staff in calculating the transportation impact fee based on the nexus analysis results. As noted previously, we will identify the impact fee per trip based on the nexus analysis, cost estimates prepared in Task 4.5, and available other funding identified in Task 3.2. This task includes the development of up to three alternative impact fee structures to allow testing of how different methodology can affect the distribution of cost between different land use types.

Task 6. Plan Adoption

Fehr & Peers will assist the Project team in preparing response to comments and attending public hearing meetings.

**City of San Rafael General Plan 2040 & Downtown Precise Plan
Transportation Technical Support
Attachment A
WORK PLAN
January 8, 2019 version**

Task 6.1 Response to Comments

Fehr & Peers has assumed up to 16 staff hours to prepare responses to transportation related comments on the Draft EIR.

Task 6.2 Public Hearings

Fehr & Peers will attend up to two public hearings before the Planning Commission and two hearings before the City Council. Fehr & Peers will be available to present and/or respond to comments by City Council, Planning Commission, and/or City staff as requested.

Task 6 Deliverables and Activities

- 16 staff hours to respond to EIR comments
- Attendance at up to four public hearings for the Plan's Adoption

Task 7. Project Management and Administration

Fehr & Peers will keep the Project Team informed over the course of the project as to the status of the analysis as well as set-aside time for regular conference calls to provide updates on data requests, analysis, etc. As such, we propose the inclusion of recurring coordination calls as needed. We have assumed up to 18 check-in/coordination calls with the Consultant Project Manager over the course of the Project. Further, we assume that we will prepare for and participate in up to four in-person meetings with the Project team over the course of the study.

Task 7 Deliverables and Activities

- Up to 18 check-in/coordination calls
- Up to 4 in-person meetings
- Monthly invoices and progress reports

San Rafael General Plan Update, Downtown Precise Plan, & Traffic Mitigation Fee Update

Budget for Transportation Services

January 8, 2019

Task	Staff Person Labor (hours & billing rates)						Total	
	Key Staff Principals	Associate/QAQC	Deputy Project Manager	Senior Engineer / Planner	Engineer / Planner	GIS / Admin	Hours	Cost
	\$335	\$240	\$190	\$165	\$130	\$135		
1. Reconnaissance	4	0	2	6	2	2	16	\$3,240
2. Community Engagement	16	0	4	10	0	8	38	\$8,850
3. Data Collection & Exiting Setting	26	24	52	88	100	20	310	\$54,570
4. 2040 Transportation Forecasts	22	28	64	106	220	22	462	\$75,310
5. Draft Transportation Element & EIR	12	0	24	56	200	0	292	\$43,820
6. Plan Adoption	14	0	14	4	4	0	36	\$8,530
7. Project Management & Administration	32	0	0	0	0	48	80	\$17,200
Traffic Mitigation Fee Update (Task 5.3)	24	32	40	48	48	12	204	\$39,100
<i>Labor Totals</i>	<i>150</i>	<i>84</i>	<i>200</i>	<i>318</i>	<i>574</i>	<i>112</i>	<i>1,438</i>	<i>\$250,620</i>
<i>Direct Costs (communications, travel, reproduction, etc.)</i>								<i>\$9,380</i>
Total Budget								\$260,000



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Fire Department

Prepared by: Christopher Gray,
Fire Chief

City Manager Approval: _____

TOPIC: WILDFIRE PREVENTION AND PROTECTION ACTION PLAN

SUBJECT: WILDFIRE PREVENTION AND PROTECTION ACTION PLAN INFORMATIONAL REPORT

RECOMMENDATION:

Accept informational report relating to the proposed draft Wildfire Prevention and Protection Action Plan and provide direction to staff, if applicable, to make changes to the draft Plan.

EXECUTIVE SUMMARY:

The attached draft Wildfire Prevention and Protection Action Plan (the “draft Plan”) outlines various goals relating to wildfire prevention, which includes, but is not limited to, the following: changes to the City’s municipal code, defined projects, and a series of programs, all of which are designed to help San Rafael proactively and aggressively address the growing risks associated with wildfire. The draft Plan was created per City Council direction at the August 20, 2018 meeting, following [an informational report that was presented to the City Council](#) relating to wildfire prevention efforts. At this time, City staff seeks to present the proposed draft Plan to the City Council at a public meeting to provide City Council and the public an opportunity to review the draft Plan and provide feedback, as well as to seek City Council direction relating to any requested changes to the draft Plan. After the January 22, 2019 City Council meeting, staff will compile feedback from the City Council and the public, as well as follow up on any direction provided by the City Council specifically related to requested changes to the draft Plan, and will bring forth a final Wildfire Prevention and Protection Plan to the City Council for formal approval at a future meeting.

BACKGROUND:

Climate change and growing hazardous fuel loads are creating an increased wildfire risk across California. In the past few years, wildfires have shattered notorious records, including size, property damage, and loss of life. These devastating fires have also provided new insight into how fires behave in the changing environment and expanding wildland urban interface. Recently, in June 2018, 11.6 acres

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

on San Rafael Hill burned. The fire was quickly contained by a strong response, including over 80 personnel and air support, and favorable fuel and weather conditions.

In 2007, the City Council adopted a model ordinance, entitled Wildland-Urban Interface—Vegetation Management Standards, for vegetation management to proactively reduce the risk of wildfires ([S.R.M.C. 4.12](#)). This ordinance specifically codifies required vegetation management standards for parcels located in designated Wildland-Urban Interface (“WUI”) areas, with the goal of creating defensible space around structures that will minimize the spread of fires from wildlands to structures, from structures to wildlands, and from structures to structures. Also, the Marin County Fire Chiefs continue to discuss and review ways to better address the growing risk and public concern posed by wildfire risk in our communities. In November 2017, the Marin County Board of Supervisors created a sub-committee to study lessons learned from recent wildfires. In response, on September 11, 2018, the Marin County Fire Department presented [a report to the Board of Supervisors relating to the sub-committee’s findings](#), which includes a list of proposed areas for improvement in managing local wildfire risk. This report includes recommendations to fire, law enforcement, and land management agencies, in addition to emergency services and cities and towns.

Annually, San Rafael proactively addresses wildfire risk in numerous ways. These measures include actions such as:

- Providing free vegetation inspections for residents
- Supporting and coordinating free community chipper days
- Engaging and supporting communities seeking Firewise certification
- Regularly patrolling the open space with two Police Department Rangers
- Providing ongoing public outreach and education at community events, homeowners associations meetings, and City events.

In August 2018, staff presented an [informational report to the City Council relating to the City’s wildfire prevention efforts](#). As part of the presentation, the City Council provided direction to staff to draft a bold and comprehensive plan to further address wildfire risk in San Rafael. In response to direction from the City Council, along with public comment, staff developed the attached draft Plan. Many of the recommendations set forth in the [September 11, 2018 report](#) from the Marin County Board of Supervisors sub-committee are incorporated into the draft Plan.

ANALYSIS:

Lessons learned from recent fires, as well as new research relating to fire safety and a changing climate, have prompted San Rafael to take additional steps to prevent a wildfire tragedy. The draft Plan lists a series of prescriptions, programs, and ordinance changes needed to make San Rafael more fire and disaster-resistant. These action items reflect the need for a comprehensive approach to reducing wildfire risk. Removing dangerous vegetation, using fire-resistant building materials, and avoiding risky activities all are vital for protecting the community.

The draft Plan contains 37 Objectives, followed by a proposed Action to take in order to meet each Objective. The draft Plan proposes numerous changes to the City’s municipal code. Most significantly, staff recommends updating the City’s municipal code to apply existing vegetation standards citywide, instead of only within the WUI, areas where homes are built near lands that are prone to wildland fire. Staff believes that these changes to the City’s municipal code are essential to reducing the wildfire risk in San Rafael. These expanded standards are directly reflected in items 1, 2, 3, 4, 19 and 20, in addition to being components of other ongoing and planned projects. (see pp. 4-6, 16-17 in draft Plan). If staff moves forward with finalizing the draft Plan for City Council approval, once the draft Plan in final form is approved by the City Council, staff will prepare ordinances amending the City’s municipal code to create

citywide vegetation standards and codify those regulations in Chapter 4 of the Municipal Code to accompany the existing vegetation management standards. Chapter 4.12 of the City's municipal code, which establishes the vegetation management standards for the WUI, will be updated to include only standards unique to the WUI.

By presenting this informational report at a public meeting, the City will use this opportunity to facilitate additional community discussion and clarify the most effective ways to reduce wildfire risk in San Rafael. After the presentation, staff will compile feedback from the City Council and the public, as well as follow up on any direction provided by the City Council specifically related to any requested changes to the draft Plan, and will bring forth a final Wildfire Prevention and Protection Plan (the "final Plan") to the City Council for formal approval at a future meeting in early 2019.

Following the approval of the final Plan, City staff will complete the Objectives outlined in the final Plan, including preparing municipal code changes for City Council consideration. New and expanded programs identified in the final plan will require additional staff time and/or funding before they can be fully implemented.

The draft Plan includes the following 37 objectives:

1. Eliminate highly flammable vegetation throughout San Rafael
2. Apply vegetation management standards citywide
3. Adopt Public Resource Code 4290 and 4291
4. Reduce ember ignitions within immediate structure ignition zone standards
5. Apply fire mitigation codes 365 days a year
6. Eliminate fire hazard associated with shake and wooden roofs
7. Increase funding and resources available for wildfire mitigation
8. Immediately seize ignition sources at encampments and remove encampments as quickly as possible
9. Provide for additional Vegetation Management staff
10. Increase Police Ranger staffing
11. Improve public education regarding fire-safe landscaping and planning for a wildfire
12. Increase capability for early fire warnings and detection
13. Improve public emergency alerting capabilities and policies
14. Complete an analysis of fire roads and strategic fuel breaks
15. Expand goat grazing for vegetation maintenance
16. Assure that residents can evacuate through garage doors if power is out
17. Improve development and implementation of Vegetation Management Plans (VMPs)
18. Assure that appropriate staff can send and receive emergency alerts
19. Reduce fuels along roadways
20. Reduce fuels around critical infrastructure
21. Assure that City staff can communicate during an emergency
22. Establish more Firewise communities in San Rafael
23. Review and update WUI map
24. Apply CA Fire Code 7A (fire resistant building material requirements) to additional structures
25. Establish a residential hillside "parking box" program
26. Increase the number of completed VMPs
27. Incorporate VMPs into residential property sales or transfers
28. Prevent potential entrapments by requiring 2 gates in any fence in designated areas
29. Reduce fire risk and keep visitors using short-term rentals safe
30. Review and expand evacuation plans
31. Develop comprehensive San Rafael hazardous vegetation study and mitigation measures

32. Establish additional fuel interruption zones
33. Engage CERT members in fire prevention
34. Reduce hazardous fuels through an abatement process on privately owned unimproved lots
35. Reengage volunteer “Broom Pull Days”
36. Improve the public’s fire risk awareness with sign improvements and installation
37. Effectively coordinate the removal of vegetative debris

For more information, including the proposed Action, as well as an analysis of each of the Objectives, please see the attached draft Wildfire Prevention and Protection Action Plan.

COMMUNITY OUTREACH: Feedback from the public, including from the Fire Commission, has been incorporated into the current draft Plan, including the proposed changes to the City’s municipal code. Feedback will continue to be welcomed and considered throughout the ordinance drafting, public hearing, and adoption process.

FISCAL IMPACT:

There is no fiscal impact associated with this informational item.

OPTIONS:

The City Council has the following options to consider on this matter:

1. Accept informational report.
2. Direct staff to return with more information.
3. Do not accept informational report.

RECOMMENDED ACTION:

Accept informational report relating to the proposed draft Wildfire Prevention and Protection Action Plan (the “draft Plan”) and provide direction to staff, if applicable, to make changes to the draft Plan.

ATTACHMENT:

1. Draft “Wildfire Prevention and Protection Action Plan”

San Rafael Wildfire Prevention and Protection Action Plan

Background: In 2007, the City of San Rafael adopted a model ordinance for vegetation management. As we experience continued fire risk and activity associated with climate change, the City of San Rafael has been actively evaluating methods to further reduce our community's susceptibility to devastating wildfires. Wildfire risks will persist under extreme conditions; however, we can significantly mitigate those risk factors through enhanced regulations, education and enforcement. Public policy and programs provide a framework for a more resilient San Rafael but will require public support, compliance, effective implementation, and individual effort.

Currently, the City's wildfire prevention efforts focus on our Wildland Urban Interface (WUI) areas, which were established to identify areas most at risk for being impacted by a wildfire. Specific vegetation standards, including those adopted by San Rafael in 2007, apply only to property in the WUI. However, as climate change and increased fuel build-up contribute to more devastating fires, these boundaries no longer are sufficient or effective. Ember storms, explained in more detail below, can spread fire miles ahead of the flame front, regardless of WUI boundaries. To adequately protect communities, more universal standards and approaches are necessary. Each structure burned in a fire not only is a personal and communal loss, but also contributes to additional fire spread.

The three primary methods of wildfire spread are described below:

Embers: According to recent research, embers are the most prolific cause of home ignition at a rate of two out of every three homes destroyed. Embers are glowing or burning pieces of vegetation or construction debris that are lofted during the wildfire. Embers can move up to a mile ahead of a firestorm. These small embers or sparks may fall on the vegetation near your home – on dry leaves, needles or twigs on the roof– and then subsequently ignite and burn down the home. The concentration of embers that land on the roof and roll off makes the removal of all flammable materials close to the house critical.

Direct flame contact: Direct flame impingement refers to the transfer of heat by direct flame exposure. Direct contact will heat the building materials of the home; if the time and intensity of exposure is severe enough, windows will break and materials will ignite.

Radiant heat: A house can catch on fire from the heat that is transferred to it from nearby burning objects, even in the absence of direct flames or embers. By creating defensible space around homes, we can significantly reduce the risk from radiant heat. A home with 100 feet of clearance from forest or shrubs will usually have minimal impact from radiant heat or direct flame.

Establishing strong guidelines for defensible space and fire-resistant building materials helps prevent ignition from radiant heat and embers. Limiting fuel and available vegetation reduces the possibility of direct flame contact igniting structures or other vegetation.

This document lists a series of prescriptions, programs, and ordinance changes needed to make San Rafael more fire and disaster-resistant. These action items reflect the need for a comprehensive approach to reducing wildfire risk. Removing dangerous vegetation, using fire-resistant building materials, and avoiding risky activities all are vital for protecting the community.

Wildfire Prevention and Protection Action Plan

January
2019

The action items are organized into four categories: 1) prepared ordinance changes, 2) immediate programs and projects, 3) planned ordinance changes, and 4) planned programs and projects. Each action item includes the objective, rationale, required actions, concerns, costs, potential stakeholders, and a proposed timeline in the following format:

OBJECTIVE

Action	This section includes a description of the proposed action.
What this means	This section should explain in more detail what this action would mean to those impacted by it.
Rationale	This section includes a discussion of why we recommend this, including the scale of impact we believe it will have.
Concerns	This section includes a discussion of political, legal, or cost feasibility concerns that we've identified. List any trade-offs, such as the dedication of existing staffing resources away from other projects to do this work.
Costs	This section includes estimated one-time and on-going costs to the City, as well as any costs the community may incur. The standards for evaluation are listed below.
Stakeholders	This section includes a list of stakeholders.
Timeline	This section says if the action is underway and if not, why. For example, note here if the action requires further or extensive legal review, future City Council action, community outreach, program design work, etc.

Impacts on Budget and Staff Time

The funding, required staff time, and proposed timelines for each objective have been individually evaluated. If action is requested on the entire action plan, timelines may need to be extended and additional staff may be required. Financial costs have been evaluated and are identified using the following standard:

\$ Efforts are supported by current program budget

\$\$ Efforts could be supported with reprogramming of current budget

\$\$\$ Efforts require additional funding

Staff time required to achieve each objective has been estimated and identified using the following standard:

@ Efforts are supported with currently allocated staff time. No significant impact on other programming is anticipated.

@@ Efforts can be accomplished with existing staff reallocating time. Other projects will be deprioritized.

@@@ Efforts will require additional staff time then is currently available. Requires additional staff or increasing hours of part time staff.

Wildfire Prevention and Protection Action Plan January 2019

Definitions

For the purposes of this document, the following words are defined:

“Fuel” means any combustible vegetation, including grass, leaves, ground litter, plants, shrubs and trees, that can feed a fire.

“Vegetation Management Plan” means a site-specific written plan for a property to mitigate the risk of wildfire through strategic reduction of combustible vegetation.

“Wildfire” means a fire that originates in an area of combustible vegetation, as opposed to a structure fire, which originates in or adjacent to a building.

“Wildland-Urban Interface” is an area where human development (e.g., houses) abut or intermingle with undeveloped vegetation and where the risk of wildfire is high.

A table of acronyms is provided below:

Table 1 – Acronyms

Acronym	Description
CERT	Community Emergency Response Team
CWPP	Community Wildfire Protection Plan
DPW	Department of Public Works
EOC	Emergency Operations Center
GETS	Government Emergency Telecommunications Service
HEAT	Homeless Emergency Action Team
MCSO	Marin County Sheriff’s Office
MMWD	Marin Municipal Water District
NCCC	National Civilian Conservation Corps, An AmeriCorps Program
NFPA	National Fire Protection Association
OES	Office of Emergency Services
PG&E	Pacific Gas and Electric
PRC	Public Resource Code
SRFD	San Rafael Fire Department
SRMC	San Rafael Municipal Code
SRPD	San Rafael Police Department
VMP	Vegetation Management Plan
WEA	Wireless Emergency Alerts
WPS	Wireless Priority Services
WUI	Wildland-Urban Interface

PREPARED ORDINANCE CHANGES

The following items are proposed for upcoming review and adoption.

1. Eliminate highly flammable vegetation throughout San Rafael

Action	Ordinance change. Revise the existing provisions that prohibit Juniper and Bamboo to include Acacia and Italian Cypress, and universally apply these regulations to all properties in San Rafael.
What this means	All property owners in San Rafael, both public and private, would be required to remove all Juniper, Bamboo, Acacia, and Italian Cypress from their property by July 1, 2020. Support for property owners to meet this deadline may include an enhanced Chipper Day program and the ability to apply for the City to fund additional green waste bins for a limited time.
Rationale	These species are known to propagate fire at a high rate of spread and create unnecessary risks to the property owners, first responders, and community at large. The ordinance update will help reduce fire ignition, the spread of wildfire, and improve responder safety throughout the entire community by eliminating highly combustible vegetation. Establishing and maintaining citywide vegetation standards will simplify education and enforcement efforts. To address aesthetics and erosion, outreach and education efforts will include information about fire resistant plants and landscaping.
Concerns	Difficult to proactively enforce citywide. Costs to residents and City to remove and dispose of vegetative debris. Cost to City to meet vegetation standards on City property.
Costs	\$ Ordinance change can be accomplished with current funding and staffing levels. @@@ Implementation and enforcement of the updated ordinance will require significant staff time. \$\$\$ Program support to help property owners meet the requirements will require additional funding. Implementation would include an increased number of 'Free Chipper Days' at a rate of roughly \$1,800 per day to support community efforts. The City may also support residents requesting the \$2.20-per-month charge per parcel for an additional green waste bin for a set period. Grant applications have been submitted to help cover the cost of the increased 'Chipper Days'. To encourage compliance, an additional 40 chipper days would be offered prior to the July 1 deadline, for a total cost of \$64,000. Property owners not already in compliance will incur costs to remove vegetation to meet updated vegetation standards.
Stakeholders	All property owners in San Rafael, both public and private. Fire Department. Public Works.
Timeline	The ordinance update establishing city wide vegetation standards is prepared to be presented at an upcoming community meeting, with the formal adoption process to follow. Education, outreach, and assistance with vegetation removal for property owners will begin within 30 days of the ordinance passing.

2. Apply vegetation management standards citywide

Action	Ordinance change. Update SRMC to apply all wildfire, building codes and ordinances citywide. No boundary would limit where these provisions are applied.
What this means	Requirements that are currently applied only to parcels in the WUI would be applicable to all parcels within the City of San Rafael. New ordinances will outline new citywide vegetation standards. References to the WUI will be removed from specific ordinances, in order to apply them citywide.
Rationale	Uniform application of all vegetation management and fire prevention related codes and ordinances are easier to apply and enforce and create more wildfire defensible community. Increased public safety and defensible space throughout San Rafael. Additional income for fire prevention through additional building permit fees.
Concerns	Public will have varying costs to meet new vegetation management standards. Would require staff training on updated Municipal Code. High cost burden for properties not currently up to the new code. High cost to obtain compliance with new code; could trigger substantial rehab/ or tax reassessment, and possible new insurance costs. Could disincentivize development.
Costs	\$\$\$ Costs to support residents meeting updated standards and assuring city property meets standards will require additional funding. @ Ordinance updates can be updated with existing staff @@@ Outreach, education, and enforcement will require additional staffing.
Stakeholders	Fire Department, Building Department, residents, businesses, landowners, Marin Builders Associations,
Timeline	Universal vegetation standards are incorporated into the proposed SRMC addition, 4.11 prepared to be presented at an upcoming community meeting with formal adoption to follow. Additional effort is needed to determine the best way to update and apply building codes universally.

3. Adopt Public Resource Code 4290 and 4291

Action	Ordinance change. Adopt Public Resources Code (PRC) sections 4290 and 4291, which serve as guidelines for defensible space and fuel management regulations.
What this means	At a minimum, San Rafael vegetation standards will meet the state minimum outlined in PRC sections 4290 and 4291. Proposed amendments to the language would apply the standards citywide.
Rationale	Adopting PRC sections 4290 and 4291 assures San Rafael complies with State vegetation management standards and simplifies the existing San Rafael vegetation management standards. PRC sections 4290 and 4291 do not relax our existing codes. Adopting PRC sections 4290 and 4291 would also allow for immediate enforcement of PRC changes.
Concerns	If PRC sections 4290 or 4291 is revised in the future in ways that are deemed detrimental to the city, those additional municipal code amendments may be necessary.

Costs	<p>\$ Ordinance change can be accomplished with current funding and staffing levels.</p> <p>\$\$\$ Providing support to homeowners meeting the updated vegetation standards, through chipper days and increased inspections will require additional funding.</p> <p>@@@ Implementation and enforcement of the updated ordinance will require more staff time than currently available.</p>
Stakeholders	Fire Department, property owners
Timeline	Incorporated into SRMC 4.11 which is prepared to be presented in an upcoming community meeting with formal adoption to follow. Enforcement would begin July 1, 2020.

4. Reduce ember ignitions within immediate structure ignition zone standards

Action	Ordinance change. Update SRMC Title 4 (“Fire”) to include a series of standards outlined below near structures.
What this means	<p>The perimeter around a structure would need to meet a set of standards designed to reduce the likelihood of embers creating spot fires and igniting structures, on or before July 1, 2020. These proposed standards may include a selection of the proposed components:</p> <ul style="list-style-type: none"> a) Immediate area hardscape: no vegetation except for 3-inch grass or succulent plants shall be present. Exemptions may be considered for erosion control. b) No vegetation in the zone shall make direct contact with the structure. c) Hardwood trees are permitted within the zone provided they are well-irrigated, limbed five feet or one-third of the tree height, and have five feet between other tree canopies. d) Any vegetation within the ignition zone shall not grow under a window, stairs, decks, and combustible structures or encroach within two feet thereof. e) Vines and Ivy shall be well-irrigated and maintained to eliminate any dead or dying material build-up. f) Mulch or similar ground covering within the ignition zone is only permitted when no contact is made with combustible exterior walls or plants. <p>All properties requesting an exemption to vegetation standards are required to complete a VMP and have approval from the Fire Chief.</p>
Rationale	<p>If properly enforced, a series of vegetation and other fuel standards should reduce structure ignitions during an active wildfire by reducing the combustible fuel needed to develop embers into flames. Recent case studies show that urban fire conflagrations are not spreading as a wall of fire, but rather as embers starting hundreds of new fires. Reducing structural ignitability reduces property loss and creates less fuel to continue spreading the fire. This requirement accounts for embers falling from roofs and eaves onto the ground.</p>
Concerns	Cost to private and public property owners. Ability to enforce. Erosion control.
Costs	@ Ordinance change can be implemented with current staff.

@@@ Increased inspections and enforcement could not be accomplished with current staffing levels. Increased public education and outreach.
 \$\$\$ Additional funding will be needed to support community vegetation removal, such as free chipper days and assistance to low income property owners.

Stakeholders All property owners in San Rafael, both public and private. Fire Department. Code Enforcement.

Timeline The requirement, based in part on Mill Valley ordinance updates, can be incorporated into the new SRMC section 4.11 and presented at an upcoming community meeting, with the formal adoption process to follow. Property owners would have until July 1, 2020 to comply.

5. Apply fire mitigation codes 365 days a year

Action Ordinance change. Update SRMC to remove any specific time period of fire season. Results in smoking being prohibited in City open space all year.

What this means There will be no dates associated with fire season, expanding the ability of the Fire Chief to enforce fire safety regulations to prevent a wildfire in open spaces. Smoking will explicitly be prohibited year-round within open spaces. Currently, SRMC has some conflicting information and dates associated with smoking prohibition and fire season.

Rationale Increased safety, clarity, and consistency within municipal code. Improved ability to protect community from a wildfire ignited in the open space.

Concerns Enforcement is challenging; signage is not very effective. Additional staff is needed to enforce.

Costs \$ Ordinance change can be accomplished with currently allocated funding.
 @ Ordinance change can be accomplished with current staff.
 @@@ Strong enforcement of open-space regulations requires additional staff.

Stakeholders Fire Department, Police Rangers, Public

Timeline An update to SRMC 19.10.060(13) is prepared for presentation at a community meeting with formal adoption to follow. Enforcement would begin immediately after adoption.

6. Eliminate fire hazard associated with shake and wooden roofs

Action Ordinance change. Update building code to require all shake roofs be replaced by January 1, 2029 or at time of resale, whichever is first. Require no shake roof structures be eligible for resale.

What this means Property owners and owners of commercial property with shake roofs will have 10 years to replace their roofs with a safer material and shake roofs will no longer be allowed in new construction. This will effectively result in the near-complete elimination of shake roofs from San Rafael by 2029.

Rationale	This ordinance would eliminate a known threat to structures and public, decreasing potential ignition and the rate and intensity of the spread of fire. This would in turn increase safety for firefighters and first responders. Per the 2016 Marin County Community Wildfire Protection Plan (CWPP), “homes with a non-combustible roof and defensible space at least 30 to 60 feet around the structure have an 85-95% chance of survival”.
Concerns	Roof replacement could be prohibitively expensive for some homeowners and businesses. Scope of issue (i.e., number of shake roofs) is unknown at this time and may require a roof census. An exemption for historical structures should be considered. Fine for having a shake roof after the deadline will need to be substantial to encourage compliance.
Costs	\$\$\$ Property owners will incur large cost to replace roof. Assistance programs should be considered to encourage compliance. The City will also need to replace any wooden roofs on city owned buildings. @ Ordinance change, education, and enforcement can be supported with current staffing levels.
Stakeholders	Fire Department, Community Development, Residents, Businesses
Timeline	The updated building code can be prepared to be introduced at an upcoming community meeting. The re-sale requirement would become effective within 30 days. There will be a ten-year period of compliance to minimize financial hardships. Inventory of structures with shake roofs can be completed by CERT volunteers and/or the use of drones within twelve months. Assistance programs, including hazard mitigation grants, should be considered over the implementation period.

IMMEDIATE PROJECTS AND PROGRAMS

The following projects and programs are underway or can be started with existing funds and staff.

7. Increase funding and resources available for wildfire mitigation

Action	City project. Seek to establish new funding avenues, partnerships, and revenue opportunities, including but not limited to grant funding, work with conservation corps, and volunteers.
What this means	San Rafael is applying to numerous grant programs for funding to help reduce the fire risk. Grant funding may provide one-time funding sources to help reduce heavy fuel loading. To accomplish this objective San Rafael will also seek and review project bids from non-traditional labor pools such as the Conservation Corps of the North Bay, AmeriCorps NCCC, Cal Fire Delta crews, and County fire crews.
Rationale	Heavy fuel loads create dangerous situations throughout the area. Aggressive strategies are needed to mitigate the current risk while implementing a long-term fuel maintenance program. Current funding and resources are not adequate to quickly reduce decades of fuel build up. Finding additional funding

sources and utilizing new crews will be necessary to address the wildfire risk in a timely manner.

Concerns	Grant applications and management require substantial effort. Some grant funds may not be available within the desired timeline. Effective use of various crews will require strategic management. Grants are one-time applications and do not provide an ongoing, predictable funding source for long term strategic fuel management. Fuel maintenance will require additional funding to prevent new fuel build ups.
Costs	<p>\$\$ - Grant applications can be submitted with the current program budget. Some grants have matching fund requirements that may require reprioritizing of programming.</p> <p>@@ Grant applications can be submitted with existing staff reallocating time. Grant management and tracking will require additional time reallocations. Crew management will require reallocation or additional staff time.</p>
Stakeholders	Fire Department, Public Works, Finance
Timeline	In progress. Various projects, grants, and labor options are currently being explored. CAL FIRE prevention grants award notices will be in April with funding available in September of 2019. Hazard Mitigation Grants are due in April of 2019. A National Civilian Conservation Corps (NCCC) project concept form has been approved and a full project proposal will be submitted before February 12 th , 2019. If approved, crews would be available between April and July of 2019 for six to twelve weeks.

8. Immediately seize ignition sources at encampments and remove encampments as quickly as possible.

Action	City program. Continue collaborative Homeless Emergency Action Team (HEAT) efforts to limit homeless encampments' fire risk.
What this means	Continue immediate removal of flammable items and ignition sources posing a fire threat. Continue collaborative effort and improve coordination between Police Rangers, Public Works, Fire, and vegetation contractors to remove homeless encampments in open spaces.
Rationale	Eliminate potential ignition sources. Strong enforcement may serve as a deterrent.
Concerns	Resources required to store seized belongings.
Costs	<p>\$\$\$ The additional removal and storing of items will require additional funding.</p> <p>@@@ Additional staff time is needed to effectively monitor open spaces year-round.</p>
Stakeholders	Fire, Police, Public Works, Homeless Planning and Outreach
Timeline	Ongoing. Continually update strategies based on new case law and best practices.

9. Additional Vegetation Management staff

Action	City staffing. Convert the existing part-time employee to full-time, fixed-term. Hire an additional part time employee to support inspections, project management, and public education in the spring and summer of 2019.
What this means	Increased staff levels will allow for a more strategic approach to vegetation management and fire mitigation while staff continues to offer inspections. There are currently 1.5 Vegetation management specialists.
Rationale	Additional staff is needed to meet the demand for strategic fuel removal, fire road improvements, increased outreach/education, increased number of VMPs, and vegetation inspections. On-going maintenance will require less staffing to assure parcels and public space remain free of hazardous fuel loads. Additional staff can also help support volunteer efforts in open space, following Marin County model.
Concerns	Funding the position may require voters to approve additional revenue stream(s), which likely would mean FY 2020 at earliest.
Costs	\$\$\$ The fully burdened position will cost an additional \$76,000 annually. @ Recruitment, onboarding, and training can be managed by current staff.
Stakeholders	Fire Department, residents, businesses, public
Timeline	Research needed into best funding approach for position as well as timeline. Increasing staff hours can begin immediately with funding. Recruitment will be necessary to hire and train a seasonal vegetation inspector.

10. Increase Police Ranger staffing

Action	City staffing. Provide for one full-time fixed-term police Ranger in addition to the two part-time police rangers currently employed to patrol open spaces.
What this means	Increased ranger capability will allow for year-round open-space unlawful camping enforcement.
Rationale	A full-time ranger will allow for increased patrols and enforcements while also identifying and noticing homeless encampments sooner. Preventing encampments from becoming well established will help reduce fire risks.
Concerns	Funding the position may require voters to approve additional revenue stream(s), which likely would mean FY 2020 at earliest. Legal limitations on removal of campsites may limit effectiveness of enforcement, even with more personnel.
Costs	\$\$\$ The cost of fully-burdened Professional Temporary Ranger position will be about \$101,000 per year. Measure A funding currently supports two-part time positions. Additional funding is needed to support the request. @ Recruitment and training of the additional position can be supported with current staffing.
Stakeholders	Police Department, Public Works
Timeline	Additional funding is necessary before recruitment can begin.

11. Improve public education regarding fire-safe landscaping and planning for a wildfire

Action	SRFD program. Outreach and education efforts, including information about areas of refuge, emergency alerts, defensible space, and reducing structure ignitability will be conducted citywide.
What this means	Additional outreach and online resources will be created to support firesafe landscaping. Outreach will target residents, nurseries, and community groups with an emphasis on gardening and landscaping. Current outreach is focused on WUI areas. This item includes an expansion of outreach and improved online resources. In addition, education and outreach materials will be updated to reflect lessons learned from recent wildfires, including helping residents understand wildfire evacuations and areas of refuge.
Rationale	Education and outreach efforts need to be expanded to adequality reach the entire community. Residents want to maintain a beautiful community while increasing fire safety. Additional education and outreach is needed to assure residents are landscaping with wildfire risks in mind. Residents are concerned about wildfire evacuations and need to be better informed to make quick decisions. San Rafael needs to incorporate lessons learned from over devastating fires in our wildfire prevention and preparedness efforts.
Concerns	Multiple outreach strategies are needed to reach various demographics. Volunteer coordination can be time consuming and unreliable.
Costs	@@ Updating online materials, developing new outreach materials, and contacts with residents can be completed with current staff reallocating time and the support of volunteers. \$\$\$ Additional funding is needed to expand outreach, including printing additional materials, citywide.
Stakeholders	Fire Department, Community organizations, property owners, Open Government and Digital Services
Timeline	Outreach and education regarding updated ordinances will begin immediately following approval. Updates and lessons learned will be incorporated into future community presentations. Extensive outreach campaign will occur in the Spring of 2019 to align with fire season and vegetation inspections.

12. Increase capability for early fire warnings and detection

Action	City program and policy. Increase San Rafael’s access and control to partner technology, including cameras with heat detection and micro-weather stations. Install two additional cameras to cover the highest fire risk areas in San Rafael.
What this means	PG&E has and continues to install cameras and micro-weather stations to monitor fire and fire weather conditions. Only a limited number of County Fire employees can currently control the view on the cameras. The live stream of the existing cameras is publicly available at http://www.alertwildfire.org/northbay/ . To increase the camera coverage of

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	San Rafael, new cameras could be installed on San Rafael Hill and San Pedro Ridge. San Rafael Fire staff could have direct control of the view and zoom of these additional cameras.
Rationale	Cameras would allow for increased ability to monitor open space, which in turn could mean early wildfire identification and response, increased knowledge of weather conditions impacting fire spread, and increased fire fighter safety. The ability to directly control cameras monitoring San Rafael increases internal capabilities and reduces the delay and reliance on third parties.
Concerns	Access to monitoring technology is determined through partnerships.
Costs	@ Efforts are supported with currently allocated staff time. No significant impact on other programming is anticipated. \$\$ Expanding the existing camera network with a greater focus on San Rafael will have additional costs. The camera's costs about \$5,000 each. PG&E grants may be available to help cover the costs of the cameras.
Stakeholders	PG&E, Fire Department, Marin County Fire
Timeline	Discussions to install new cameras and/or gain further access to existing camera are ongoing. Installation of new cameras will require funding and an agreement with the site owners in the desired locations. Improved coordination with wildfire monitoring partners and new technology will be in place in the Summer of 2019.

13. Improve public emergency alerting capabilities and policies

Action	City project and county policy. In coordination with Marin County, develop a proactive policy for the use of Wireless Emergency Alerts (WEA) during emerging situations. Establish templates that clearly communicate risk and follow up information sources. Enhance internal capabilities.
What this means	Currently, the City of San Rafael relies on Marin County for non-opt in messaging. The City's internal ability to message is limited to SRPD's Nixle subscription, which only reaches those who opt-in for messaging. This item has two interacting parts; 1) a clear policy for when and how San Rafael can request the county issue emergency alerts on its behalf and; 2) Consideration of upgrading the internal ability to send messages that do not require users to opt-in. In both situations, policies, templates, and coordination will be needed. Considerations should also be given to other alerting methods including NOAA weather radios, Sirens, or coordinated community efforts.
Rationale	Assure policy and templates in place empower WEA message to be sent if threat exists. Reduce likelihood that a message won't be sent that should have been sent. Reduce risk for loss of life. WEA messaging was NOT issued during the North Bay fires of 2017 or the Butte County Camp Fire in 2018. Internally the City needs to improve its messaging capabilities, including access, training, and policies, to assure communication with residents in time of crisis.
Concerns	Over messaging. Causing panic or undue traffic congestion during evacuation. Messaging may over reach to nonimpacted areas. Coordination between County and City alerting authorities.

Costs	\$\$\$ To allow San Rafael the direct ability to message, without requiring a user opt-in, an annual \$6,000 increase in SRPD's Nixle subscription is expected. @@ Efforts can be accomplished with existing staff reallocating time. The objective will require coordination between San Rafael PD, San Rafael Fire, and Marin County.
Stakeholders	County OES, MCSO, SROES, SRPD, SRFD, Residents
Timeline	Research and discussions are in progress. A streamlined policy will rely on agreement from Marin County Sheriff's Office. A vendor meeting with Nixle, January 10 th , provided additional information on upgrades to San Rafael's current Nixle subscription.

14. Complete an analysis of fire roads and strategic fuel breaks

Action	SRFD and DPW project. Develop a plan for a survey of all San Rafael fire roads to identify areas in need of strategic surface improvements, to be used as fuel breaks, and that need vegetation clearance for safe access.
What this means	Identify high risk areas and assure the fire road surface and clearance will remain accessible. Increase fuel clearance along strategic fire roads (such as ridge lines) to create significant fuel breaks to stop or slow fire spread.
Rationale	Fire roads provide critical access to fire personnel to access and contain existing fires. Fire roads also serve as fuel breaks. Increasing fuel clearance along fire roads helps protect responders using the roads and creates existing fuel breaks to limit a fire's spread.
Concerns	High costs and potential environmental impact to implement.
Costs	<p>\$\$\$ Additional funding, possibly via grants, is required to retain contracted labor to establish initial fuel breaks and fire road improvements.</p> <p>\$\$\$ Reoccurring costs will include maintenance of fuel breaks and road surfaces. It is possible to support some maintenance with reprogramming of existing budget and renewal of Measure A funds; however, comprehensive efforts will require an additional funding source.</p> <p>@@ Analysis of roads and potential fuel breaks can be completed by existing staff reallocating time.</p> <p>@@@ Maintenance will require current staff to reduce time spent on inspections and other projects. Developing and implementing a comprehensive and strategic maintenance plan will require additional staffing.</p>
Stakeholders	Fire Department, Public Works, public using fire roads, agencies with connecting fire roads
Timeline	In progress. Road and fuel break analysis is underway. Fire road surface maintenance is an ongoing effort. Additional focus and funds are needed to develop and implement a more strategic and effective approach. The timeline for implementing findings will be dependent on funding.

15. Expand goat grazing for vegetation maintenance

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Action	SRFD program update. Increase the use of goat grazing through cooperative relationships with contractors, FireSafe Marin, Marin County and other land-owning agencies.
What this means	San Rafael currently leases goats from private industry for specific times throughout the year. The city is working to gain access to the County's new goat resources for open-space vegetation clearance. In addition, new contractors are being considered to help meet the demand and reduce per acre cost. Coordination will also occur between various public and private landowners.
Rationale	Coordinated grazing reduces the costs associated with transporting the goats to new sites and creates more continuous fuel breaks. Goats are an effective way to manage reoccurring fuels, such as grasses and French Broom. Reducing mechanical removal of fuels, such as mowers and weed eaters, also reducing carbon emissions.
Concerns	Goats and vegetation management contractors are in high demand. Goats are most cost effective on larger treatment areas. In 2018, over \$80,000 was spent on goat grazing.
Costs	\$\$\$ Additional funding is needed to expand the goat grazing program and maintain fuel reduction work. Cost saving associated with reduced transport will support increased acreage. @ Goat grazing coordination can be accomplished with current staff. A recent grazing estimate was \$900 an acre and \$2,500 per transport. At least 55 acres need annual treatment, which will cost about \$65,000 annually.
Stakeholders	Fire Department, Public Works, FireSafe Marin, Marin County Fire
Timeline	In progress. Contract negotiations are underway. Goats will be available in late winter/early spring 2019. The majority of goat grazing is completed before July 1st and peak fire season. Grazing is needed annually.

16. **Assure that residents can evacuate through garage doors if power is out**

Action	City program. Develop program to encourage the implementation of garage door battery backup systems.
What this means	San Rafael Code Enforcement will need to start enforcing updated safety requirements for automatic garage doors. San Rafael Fire will immediately begin incorporating garage door functionality into evacuation and wildfire preparedness material. San Rafael could consider applying this standard to rental properties and/or encouraging battery back-up installation on legacy garage doors.
Rationale	Power failures, impacting the functionality of automatic garage doors, can make evacuation by car impossible during an emergency. Effective, July 1, 2019, Senate Bill 969 requires all new and replacement automatic garage doors to have a backup battery or other means that assures the garage door can open in the event of a power failure. The new law does not have a retroactive requirement. Public education is necessary to alert people of the risk and

	relatively low-cost solutions available, as not everyone has the physical ability to open a garage door manually.
Concerns	The update to Health & Safety Code Section 19891 and addition to Section 19892 do not retroactively apply or protect people with existing garages. Outreach can help inform, but not require adherence to stronger safety requirements.
Costs	@@ Staff time to develop and coordinate information will require some time reallocation \$\$ Educational materials and outreach will require some reprogramming but can largely be incorporated into other wildfire prevention and protection outreach.
Stakeholders	Fire Department, Code Enforcement, Property owners.
Timeline	The Senate Bill requires installations and replacements on or after July 1, 2019 meet the new requirements. Education and outreach about this new requirement should begin immediately.

17. Improve development and implementation of Vegetation Management Plans (VMPs)

Action	City program and policy. Streamline the VMP process to support an increase in the number of Vegetation Management Plans. VMPs can be self-certified and will provide a reference for future inspections or developing concerns.
What this means	SRFD will take the lead to streamline and automate the current Vegetation Management Plan forms and review process. Vegetation Management Plans will serve as a resource for enforcement with minimal maintenance effort. Ordinance changes will require more VMPs be submitted. Property owners completing the work outlines in the VMPs may need City support for vegetation removal, such as participation in 'free chipper' days.
Rationale	An improved and more accessible VMP process will help more homeowners establish and maintain fire resistant landscaping. Fire-resistant landscaping will help keep the whole community safe by reducing the chances of ignition and fire spread. An improved system will be necessary to support the additional VMPs submitted because of ordinance changes.
Concerns	Developing a comprehensive, but simple system will be a challenge and require input from multiple stakeholders and staff.
Costs	\$\$ Any costs associated with improvements can be funded by reallocating existing funds @@ Updates and improvements can be completed with existing fire staff reallocating time, and support from other departments.
Stakeholders	Fire Department, Code Enforcement, Property Owners, Open Government and Digital Services
Timeline	Updates to streamline VMPs can begin after a review of the existing process, plan goals, and technical evaluation.

18. Assure that appropriate staff can send and receive emergency alerts

Action	City program. Establish schedule to assure that all appropriate San Rafael staff members routinely issue Everbridge test messages. Maintain current database of all staff contact information to assure communication with staff during an emergency.
What this means	Staff with Everbridge/alerting capability will be required to send test messages at least quarterly to assure access and proficiency. Staff will have templates and training materials to help develop proficiency. Citywide effort is needed to assure correct cell phone numbers are on file and can be used to reach staff in an emergency. Routine message tests will help maintain an accurate database.
Rationale	All staff with the authority to issue alerts must be able to log in and navigate the system to send time-sensitive information. A centralized system to communicate with staff in an emergency is necessary to confirm staff safety and communicate closures and requested actions.
Concerns	Potential to issue test messages broadly. Lack of participation. Ongoing database management is time consuming.
Costs	\$ Program can be implemented with current funding. @@ Program will require multiple staff members reallocate time for testing and database management.
Stakeholders	San Rafael Staff with emergency alert capabilities (about 10 people), Department Heads, Human Resources, All City staff
Timeline	A 'how to" guide is already created. Once City management agrees to the value of the tests, a routine test schedule can be developed and implemented. Maintaining an accurate alerting database is an ongoing process that will require an established process.

19. Reduce fuels along roadways

Action	City program and policy. Develop a policy to clearly direct the enforcement of current State regulations and SRMC relating to vegetation clearance along public roadways. Updates to SRMC may also be needed to uniformly apply standards.
What this means	Stronger and more consistent enforcement and abatement of vegetation along roadways with a focus on pre-identified primary and secondary evacuation routes.
Rationale	Reduces the risk of fire ignition along roadways. Improves potential evacuation routes by limiting the fire fuel along roadways. Creates additional fuel breaks to stop and slow the spread of wildfire. Increased responder safety through improved visibility and decreased roadside fuel.
Concerns	Residents may be resistant to remove vegetation along roadways serving as a privacy fence for their property. Disposal of large amounts of woody biomass.
Costs	\$\$\$ Additional funding is needed to support community chipper days and support for property owners removing vegetation.

@@ Policy can be developed with current staff reallocating time
 @@@ Additional staff time is needed to effectively enforce policy and support community chipper days.

Stakeholders	Fire Department, Public Works, property owners
Timeline	A policy can be drafted within 60 days. Enforcement can begin immediately. Fall and Winter are slower times for vegetation inspections, allowing for a concentrated effort relating to clearance along roadways. Community support, including chipper days, cannot begin until additional funding is secured. Additional evaluation is needed to determine what, if any, SRMC changes may be needed.

20. Reduce fuels around critical infrastructure

Action	SRFD program. In partnership with utility providers, determine best method(s) to reduce fuels around critical infrastructure such as power poles, power lines, and other combustible infrastructure.
What this means	The City will initiate an effort to identify the best approaches to vegetation management activities around critical infrastructure. This will include coordination with PG&E and Marin Municipal Water District (MMWD). Potential ordinance changes will be evaluated.
Rationale	Reduce the risk of fire ignition and protect critical infrastructure from fire. Share burden of protecting infrastructure with property owners and utility providers.
Concerns	Property owner confusion regarding the burden of maintaining clearance around the service lines from the pole to the structure. Aesthetics of vegetation and tree trimming and removal. Difficult to determine which homeowner is responsible for the cost of tree trimming. Jurisdictional issues also may be involved.
Costs	\$\$\$ Funding needs will depend on partnerships with PG&E and other agencies responsible for maintaining infrastructure. Support for residents removing fuel around infrastructure on their property will require additional funding. @@ A policy can be developed with current staff reprioritizing projects.
Stakeholders	Fire Department, Public Works, Community Development, property owners, PG&E
Timeline	In Progress. Guidelines for fuel reduction around critical infrastructure are being established and coordinated with utilities. Outreach and education can begin within 30 days of policy being finalized. Programs to support residents will be dependent on securing additional funding.

21. Assure that City staff can communicate during an emergency

Action	City program. Determine and implement the best method to assure city staff with assigned emergency response duties can use cell phones and landlines. This will require a combination of
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Wireless Priority Service (WPS), First Net, and Government Emergency Telecommunications Service (GETS).

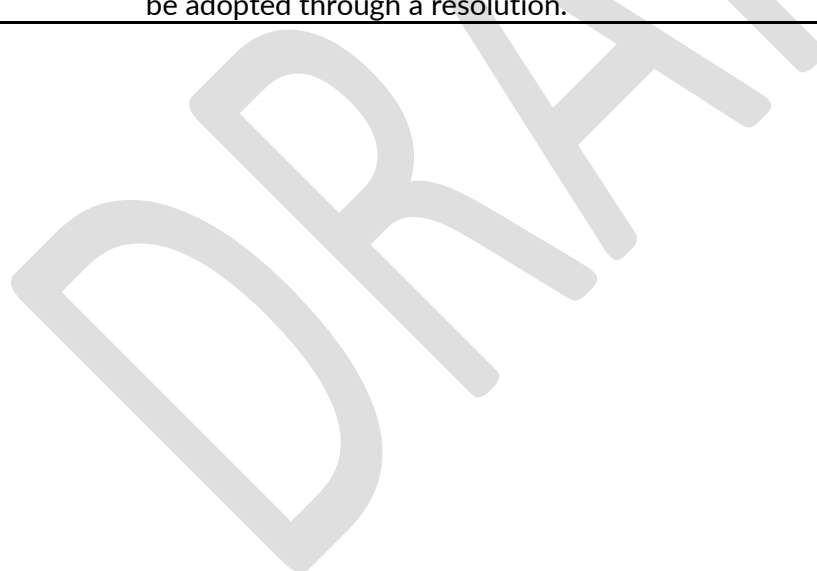
What this means	Complete a cost-benefit analysis of using WPS, Verizon First Responder, and GETS options. Register all Fire, PD, DPW field staff, building inspectors, and EOC staff with WPS and/or Verizon priority accounts. A policy for personal cell phones registered on the system will need to be established.
Rationale	The ability to communicate via cell phone after a disaster is negatively impacted by infrastructure damage and peak usage. There are tools available to help cell phone providers prioritize responder traffic. Acting now will limit the impact on communications during an emergency.
Concerns	Staff time to implement. Data management and maintenance of multiple tools.
Costs	\$ There is no cost directly associated with these programs. @@ Staff time will be needed to initially enroll all designated phones, estimated to be about 200. Routine maintenance will be required.
Stakeholders	Impacted agency staff, City Information Technology
Timeline	WPS access can be requested immediately with cell phone account information. More research is needed to understand the new Verizon responder accounts and potential costs. GETS access can be requested immediately after determining additional needs. Usage policy can be developed within 120 days.

22. Establish more Firewise communities in San Rafael

Action	SRFD program. Conduct outreach to identify communities interested in becoming Firewise and support them throughout the process.
What this means	SRFD will dedicate time and effort to help additional communities meet “Firewise” standards. This will include increased education, disaster preparedness, and fuel reduction. There are currently three Firewise communities within the SRFD response area.
Rationale	Firewise is a National Fire Protection Association (NFPA) program that “teaches people how to adapt to living with wildfire and encourages neighbors to work together and take action now to prevent losses.” The program provides valuable educational information and a roadmap that helps make San Rafael neighborhoods more resilient.
Concerns	Staff time
Costs	\$ There is minimal additional cost associated with the Firewise program. Programs of cost, such as community chipper days, are aligned with the overall City fuel reduction initiative, therefore do not represent new costs. @@ Firewise communities can be supported with current staff reallocating time.
Stakeholders	Fire Department, Homeowners Associations and Neighborhood groups, property owners
Timeline	In progress. Two new Firewise communities were recognized for the first time in 2018 and more are expected in 2019.

23. Review and update WUI map

Action	SRFD project and resolution. Review and update the San Rafael WUI map for more practical application and consistency with County and other land management agencies maps.
What this means	SRFD will review and update the WUI map for consistency between maps and application of WUI code. The map will be simplified and updated to apply current fire behavior expectations to WUI boundaries.
Rationale	The current San Rafael WUI map has variations between jurisdictions and does not accurately reflect the threat posed to many areas in or near the currently defined WUI. Updating will improve education, vegetation management, and fire prevention efforts. Maintaining a designated WUI can help with resource prioritization, grant funding, and State code application.
Concerns	Potential insurance and code compliance changes for property owners being added to the WUI.
Costs	\$ Review and updates can be completed with existing funds. @@ Review, coordination, and map development will require existing staff to reallocate time.
Stakeholders	Fire Department, property owners, land management agencies with current San Rafael WUI maps.
Timeline	160 days is needed for internal review and coordination with partners. The updated map will be presented to City Council within 60 days of completion to be adopted through a resolution.



PLANNED ORDINANCE CHANGES

The following items are proposed to be developed into ordinance changes and adoption at a later date.

24. Apply CA Fire Code 7A (fire resistant building material requirements) to additional structures

Action	Ordinance change. Review and propose updates to SRMC to apply CA Fire Code 7A outside the WUI and to additional structures.
What this means	7A outlines the materials and construction methods to reduce potential structure ignition during a wildfire for new construction and substantial remodels (50%) within the WUI. Updates to SRMC will apply 7A to a broader list of improvement and all new construction, regardless of WUI proximity. A potential list of improvements requiring 7A compliance anywhere in the City may include, reroofing, additions, remodels impacting 25% of the unit, adding alternative energy (solar panels, Tesla Roof, etc.), and utility replacement.
Rationale	Increase compliance with known fire prevention methods, including fire resistant building materials. Include all structures to reduce likelihood of an urban fire conflagration.
Concerns	Potential to discourage otherwise positive improvements because of additional costs associated with 7A compliance. Potential to discourage compliance with permits and inspections for fear of additional costs to meet 7A requirements.
Costs	\$ Reviewing and updating the SRMC can be completed with available funds. Additional permits may increase revenue. \$\$\$ Construction costs may increase for property owners. Additional permits may be required. @@ Research, review and proposed SRMC updates can be completed with current staff reallocating time.
Stakeholders	Fire Department, Community Development, Marin Builder’s Association.
Timeline	Additional research, review, and stakeholder input can be completed within 120 days, followed by a 60-day period to finalize proposed SRMC updates. Fire and Building Code adoptions will occur in concert with other agencies during 2019.

25. Establish a residential hillside “parking box” program

Action	Ordinance change and City project. Establish a residential hillside “parking box” program on narrow roadways in hillside areas. Parking will only be permitted in “boxed” areas which are designed to assure emergency vehicles can access all streets in San Rafael.
What this means	An ordinance change will establish the parking box program and require that in designated areas, street parking will only be permitted in designated parking

	boxes. A Fire engine will drive through high problem areas and be used to determine where street parking can safely be designated. DPW then will mark the parking boxes, and enforcement will occur via parking tickets and/or towing. Parking will only be permitted on roadways with a clear space of 10' for access and a parking area that is a minimum of 8' wide by 15' in length. In designated areas, the parking box ordinance will replace the six feet from center parking ordinance.
Rationale	SRMC 5.40.080 currently prohibits parking on narrow street unless six (6) feet from center is maintained unobstructed. This standard is confusing, hard to enforce, and does not guarantee fire engines and other large vehicles can safely access all areas of San Rafael. The "parking box" concept is easy to observe and understand for both residents and visitors.
Concerns	Loss of parking spaces in impacted areas, traffic congestion during implementation, public cost and impact on other projects.
Costs	\$\$\$ Implementing and program maintenance will require additional funding. Simplified regulations will support strong enforcement may result in increased ticketing revenue. @@ The ordinance and program can be implemented with existing staff reallocating time. Contractors may need to be considered based on other concurrent priorities.
Stakeholders	Fire Department, Public Works, Parking Enforcement, Residents
Timeline	Within 180 days, a draft ordinance and proposed pilot project will be developed. Implementation will be dependent on funds, staff, and project prioritization. A full implementation could be completed in FY 2020.

26. Increase the number of completed VMPs

Action	Ordinance change. Require Vegetation Management Plans (VMPs) be completed for any of the following: All new construction, home improvements impacting more than 25% of the structure, replacing roofing or windows, all community owned space (i.e. HOA shared land), etc.
What this means	Rather than changing the definition of Substantial Remodel, requiring VMPs for specific projects and thresholds will increase the number of plans without impacting other areas of the existing building code. A VMP would be required for any property requesting an exemption from vegetation standards.
Rationale	Increasing Vegetation Management plans will help reduce and remove fuels. VMPs help property owners understand the impact that landscaping choices impact the threat of wildfire. Increasing number of VMPs required will increase public education and provide property owners with a path for more fire-resistant landscaping.
Concerns	The current VMP template and process will need to be streamlined to accommodate an increase in number of VMPs while minimizing impact to property owners.
Costs	A streamlined VMP process will reduce staff costs. The VMPs will be a resource for inspectors and should require minimal maintenance. Having VMPs to reference will support staff enforcement efforts and reduce reinspection's.

Stakeholders	SRFD, Community Development, Homeowners and Property Management companies
Timeline	The ordinance change requiring all new construction to develop a VMP is prepared to be introduced is prepared to be presented at an upcoming community meeting, with the formal adoption process to follow. Additional ordinance changes expanding the requirements for VMPs can be brought forth within 120 days. Enforcement of changes will begin after the VMP template and process is updated. Update to vegetation standards will be reflected on the updated template.

27. Incorporate VMPs into residential property sales or transfers

Action	Ordinance change. Vegetation management plan approval will be part of residential building resale (RBR) inspections or if the property is transferred to a new owner (inheritance, donated, etc.) or the zoning or use of the building changes (including listed for short-term rental).
What this means	VMPs will become a part of the RBR process in some format to be determined, such as an advisory document. Property ownership/use transfers would include a VMP.
Rationale	Additional VMPs will reduce hazardous fuels and increase defensible space. New property owners will be educated on fire safe landscaping. Incorporating the VMP process into an established process will help increase VMP compliance. VMPs will <i>not</i> hold up a transfer and are advisory documents.
Concerns	Potential for additional fees for private property owners. Coordination required between Fire and Building inspectors.
Costs	Staff time should be offset by increased fee revenue.
Stakeholders	Building inspectors, Fire Department, Marin Association of Relators
Timeline	VMPs can be incorporated into existing RBR process within 90 days. Research is needed to determine the best method to assuring VMPs are completed with other changes in ownership and usage.

28. Prevent potential entrapments by requiring 2 gates in any fence in designated areas

Action	Ordinance change. Update building code to require new and replacement fences have two gates. Existing fences within designated single-lane access parcels must install 2 gates.
What this means	Designated parcels would be required to have more than one means and direction of egress in the event of a wildfire or other emergency. Fences over two (2) feet tall will be required to have two gates, accessing different cardinal directions installed. This will include new fences, replaced fences, and at property resale.
Rationale	This would help assure that multiple escape routes exist in the most vulnerable areas and provide ease of access for firefighters.

Concerns	Cost burden for property owners not currently up to the new code. Enforcement.
Costs	\$ Ordinance change can be accomplished with current funding. @@ Public education and ordinance enforcement would require reprioritization of staff time.
Stakeholders	Fire Department, Code Enforcement, Marin Association of Realtors, property owners
Timeline	An updated ordinance, incorporating stakeholder input, can be brought to City Council within 160 days. Updates may be incorporated into the 2019 planned code updates.

29. Reduce fire risk and keep visitors using short-term rentals safe

Action	Ordinance change and City project. Develop requirements for short-term rental units to reduce the risk posed by and to visitors. Require all short-term rental units to post emergency procedures, information on signing up for emergency alerts, and fire safety information. All short-term rentals will be required to have a Vegetation Management Plan (VMP) on file.
What this means	Visitors, potentially unfamiliar with the area or wildfire risk, will be informed about the emergency procedures and can register for emergency alerts during their stay. Vegetation Management Plans will be required for any rental any property in San Rafael to help reduce a potential ignition.
Rationale	Short-term rentals represent a unique fire risk for a variety of reasons. Those using short-term rentals may be from out of the area and unfamiliar with wildfire risk and safety procedures. The information will help assure the safety of visitors and provide important fire prevention information to visitors unfamiliar with wildfire risks and necessary ignition precautions. Having a VMP will help assure the property is safe, unlikely to ignite from a careless visitor, and support enforcement of vegetation standards for property owners.
Concerns	Increased cost of compliance could reduce the number of short-term rentals. Potential for increased cost of permit processing and code enforcement.
Costs	\$ Ordinance change can be accomplished with current funding and staffing levels. Potential revenue from fees and fines. @@ Outreach, monitoring, and enforcement can be accomplished with current staff reallocating time.
Stakeholders	Fire Department, Code Enforcement, property owners renting space, visitors
Timeline	In Progress. General guidelines are in development for short-term rentals units and will include safety information requirements. Additional research is needed to determine the best method for developing VMPs for short-term rental properties.

PLANNED PROJECTS AND PROGRAMS

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The following are proposed projects and programs that require additional funding, staff, time, or partner coordination to further develop.

30. Review and expand evacuation plans

Action	City project. Review Countywide evacuation plans and consider San Rafael's unique needs and resources, including possible water evacuations.
What this means	Additional evacuation planning will establish additional redundancy's and potentially reduce the burden on a single egress artery during an emergency. These efforts will consider evacuating to areas of refuge during a fast-moving wildfire.
Rationale	San Rafael has multiple areas with limited egress options, due to water, open space and narrow roads. San Rafael should review alternate options for evacuation, including establishing agreements with Golden Gate Transit and Dutra to support a water evacuation.
Concerns	Evacuations are dynamic and situation dependent, making comprehensive planning ineffective. Efforts may create false sense of security or avoidance of individual planning.
Costs	\$ Planning efforts can be supported with current funding @@ Efforts can be supported with current staff reallocating time.
Stakeholders	Fire Department, Police Department, Golden Gate Transit, Dutra, Marin County, Residents
Timeline	Planning efforts are ongoing. Water evacuation planning can be established throughout 2019 with collaboration from partners. Updated evacuation plans will be incorporated in the City Emergency Operations Plan (EOP).

31. Develop comprehensive San Rafael hazardous vegetation study and mitigation measures

Action	City project. Contract with vendor for parcel level vegetation mapping. Identify areas of with high risk vegetation, including unmaintained Eucalyptus groves. Incorporate findings into mitigation and vegetation maintenance plans.
What this means	Studies will be conducted to gain a better understanding of high fuel density and risk areas. Specific attention will be paid to Eucalyptus groves locations, density and nearness to structures. This data and imagery will help inform strategic vegetation management and forest health moving forward. For example, an identified high-risk Eucalyptus grove may be scheduled for pruning or thinning over the course of a few years, with ground fuel maintenance (removing leaves, dead limbs, etc.) every three to five years thereafter.
Rationale	Baseline information and imagery will help establish a comprehensive fuel management strategy. Identifying high risk areas will prioritize projects and available funding.
Concerns	Cost. Forest health.
Costs	\$\$\$ Imagery and plan development will require additional funding.

	@@ Efforts can be supported with current staff reallocating time.
Stakeholders	Fire Department, Public Works, Marin County
Timeline	Funding for parcel level mapping was included in the Cal Fire Prevention Grant. If approved, work could begin in September of 2019 and incorporated into the fuel management plan for 2020.

32. Establish additional fuel interruption zones

Action	SRFD and DPW program. Remove hazardous fuels within 30-50 feet of public property bordering private and improved land to create fuel interruption zones.
What this means	San Rafael will take on the cost and burden of clearing vegetation on San Rafael owned and maintained land which abuts privately owned land or developed land owned by another public entity. Fuel interruption zones consist of low cut grasses, removed dead vegetation, and shaded fuel breaks.
Rationale	San Rafael must do its part to reduce fuels, particularly in areas bordering other property to assure efforts of one parcel are not negated by another's. This will reduce fuels to limit fire ignition and spread in San Rafael Open Spaces and help reduce the potential for a fire to spread from undeveloped to developed land. Aligns with Marin CWPP transition zone strategy.
Concerns	Cooperation and coordination with other public agencies and landowners may be difficult.
Costs	<p>\$\$\$ Efforts require extensive additional funding to achieve necessary results. Based on past costs, the current list of fuel reduction projects for 2019 is over \$500,000.</p> <p>Fire prevention and mitigation grants may help mitigate the cost. Measure A funding cannot cover the necessary fuel reduction work. Measure A funding can be used to support maintenance work once the significant fuel reduction is completed. Additional funding is needed to full fund maintenance and prevent additional fuel build ups.</p> <p>@@@ Substantial staff time is needed to strategically manage projects, contractors and conservation crews while continuing vegetation inspections and educational programming.</p>
Stakeholders	Fire, Public Works, landowners, other public agencies
Timeline	In progress. Fuel reduction work is ongoing but reliant on available funding. A funding request to the Cal Fire, Fire Prevention Grant was submitted December 19 th , 2018 requests \$922,000 to support fuel reduction in 2019 and 2020. Notifications of awards will be in April of 2019.

33. Engage CERT members in fire prevention

Action	SRFD program. Develop program and training to enable San Rafael CERT to support fuel reduction efforts through education, outreach, and data gathering.
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Wildfire Prevention and Protection Action Plan January 2019

What this means	Utilize existing volunteers to supplement the outreach, education, and hazard identification work of SRFD.
Rationale	San Rafael has over 400 trained CERT members, many anxious for ways to be more involved in disaster preparedness. Training and engaging CERT volunteers will help increase public outreach and education and help inform SRFDs vegetation inspection priorities. CERTS will utilize local knowledge and willpower while building more resiliency through education and relationship building. Volunteer hours dedicated to fuel reduction may be used as match dollars for fire grants.
Concerns	CERT safety and assuring the accurate distribution of information and data collection.
Costs	\$ The program can be implemented with minimal cost and existing funds. @ The program can be implemented with existing staff. Initially, some time will need to be reallocated, but once active, CERT members will help save inspectors time.
Stakeholders	Fire Department, CERT members, Marin County CERT
Timeline	In progress. San Rafael CERT steering committee is re-engaged and looking for ways to stay involved in disaster preparedness and response during 'blue skies'. Training needs to be developed and presented by fire prevention staff. A pilot program in a limited geographic can be rolled out within three months.

34. Reduce hazardous fuels through an abatement process on privately owned unimproved lots

Action	City Program. Develop program and policy to reduce hazardous fuels through increased vegetation removal mandates and abatements on unimproved lots. City and County ordinance and policy changes may be required.
What this means	After establishing a vacant parcel list, parcels will be inspected and noticed if they do not comply with the updated vegetation management standards. A public hearing will be conducted giving any property owner the opportunity to commit to compliance within a set period. If property owners do not mitigate the issue themselves, they will be fined and/or have the cost of the city clearing the hazardous fuels charged to the them.
Rationale	Many privately owned, unimproved parcels do not comply with vegetation management standards and create safety risks for the entire community. Establishing a consistent notification process, timeline for compliance, and recharge process will help address these risks.
Concerns	Potential challenges with recouping costs of abatement. Fines will need to be substantial to encourage compliance.
Costs	\$\$\$ The City will have to cover the additional costs of clearing unimproved hazardous property. Until costs are recuperated this will require additional funding. @@ Staff will need to establish a vacant parcel list, inspect, notice and inspect. Coordinating contractor work as necessary with require additional staff time.
Stakeholders	Fire Department, Public Works, Code Enforcement, Marin County, landowners

Timeline	Program can be developed and brought to council for approval within 90 days. Coordination with the County may delay this process.
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35. Reengage volunteer “Broom Pull Days”

Action	City program. Work with the volunteer program to reestablish an ongoing volunteer program to pull invasive Scotch and French broom from public open space and high fire risk areas.
What this means	A previous program saw a great deal of success removing and eliminating French Broom in parts of San Rafael. Education and best practice materials exist and can be re-used to support a reinvigoration of this effort. City staff will be needed to support the effort and Law Enforcement may be required at the start of projects to assure work areas are clear of encampments and other threats.
Rationale	This project will engage community will and volunteer labor to work on eliminating French broom from high fire risk areas of San Rafael. Volunteer programs provide a path for residents to directly reduce wildfire risks. Volunteers will help reduce the need for contractors and support maintenance in previously cleared areas.
Concerns	Safety of volunteers. Time and effort needed to coordinate project sites, registration, and volunteer safety and technique training. Potential community conflicts over project areas.
Costs	\$\$ Reallocated or new funding is needed to purchase tools and safety equipment. Woody Biomass left on site will need to be removed. @@ The program can be implemented with current staff reallocating time. Additional staff time will help expand the project areas.
Stakeholders	Fire Department, Public Works, Police Department, Sustainability and Volunteer Program Coordinator
Timeline	A volunteer project could be scheduled within 60 days of having the necessary approvals, tools, safety equipment, and strategy in place.

36. Improve the public’s fire risk awareness with sign improvements and installation

Action	SRFD and DPW program. Install new and improve existing signage at all open space access areas and along roads in high fire-risk areas.
What this means	Signs will be installed across City open space explaining fire danger and risks associated with being in the open space. New signage will be installed in areas of high fire risk to help keep public alert and avoid risky fire behavior. Staff will need to survey all open space access points, and high fire risk areas to determine sign needs.
Rationale	Educate public and visitors. Support increased enforcement. Provide consistent messaging. Improve aesthetics and readability of signs.
Concerns	Aesthetic concerns of signs in natural areas. Potential to create culture of fear.

Costs	<p>\$\$\$ Additional funding will be needed to develop, produce, and install improved signage.</p> <p>@@ Current staff can complete the project with time reallocation or support of contractors.</p>
Stakeholders	Fire Department, Public Works, Police Rangers, residents
Timeline	Survey work can be completed within 60 days. With funding, message and signs can be developed within 90 days, with installation to occur shortly thereafter. With required funding, the project could be completed before peak 2019 fire season. If utilizing grant funding, the project would be completed before May of 2020.

37. Effectively coordinate the removal of vegetative debris

Action	City program. Work with Marin Sanitary to develop a plan to support increased vegetative debris. Consider identifying a city drop off site for removed hazardous fuels.
What this means	Research and stakeholder input is needed to determine if a vegetation debris removal site is necessary or beneficial to helping reduce hazardous fuels. Additional discussions will help determine is a drop off site should be always public, public on select days, or for city staff and contractors only. Other considerations include increasing green waste bins, chipper days, or a combination thereof.
Rationale	Stronger vegetation regulations will result in an increased amount of woody biomass and vegetative debris. Coordination will help determine the best way to dispose of this debris. Goals will include reducing the costs associated with City sponsored chipper days, diverting woody biomass from landfills to biomass markets, supporting property owners fuel reduction efforts.
Concerns	Cost. Security. Assuring appropriate use of space. Large piles of vegetative debris could pose additional fire risk if not properly protected. Fuel reduction in areas around drop-off sites would be required.
Costs	<p>\$\$\$ Unless an existing, unused site is identified, costs for implementation and maintenance would be extensive. Additional funding is also needed to support increased green waste bins and/or community chipper days.</p> <p>@@ Coordination can be accomplished with current staff reallocating time.</p> <p>@@@ If a full-time drop-off site was established, additional staff may be necessary.</p>
Stakeholders	Fire Department, Public Works, Sustainability Program, Residents, Marin Sanitary.
Timeline	Short and long-term recommendations will be drafted within 120 days. The timeline will consider the vegetation removal requirement deadlines placed on residents. Implementation will be impacted by funding.

Table 2. Objective Summary

Wildfire Prevention and Protection Action Plan January 2019

Objective	Exists, Plan expands	\$	\$\$	\$\$\$	Additional Staff Needed
1. Eliminate highly flammable vegetation throughout San Rafael	X			X	X
2. Apply vegetation management standards citywide				X	X
3. Adopt Public Resource Code 4290 and 4291	X			X	X
4. Reduce ember ignitions within immediate structure ignition zone standards				X	X
5. Apply fire mitigation codes 365 days a year	X				X
6. Eliminate fire hazard associated with shake and wooden roofs				X	
7. Increase funding and resources available for wildfire mitigation	X		X		
8. Immediately seize ignition sources at encampments and remove encampments as quickly as possible				X	X
9. Provide for additional Vegetation Management staff	X			X	
10. Increase Police Ranger staffing	X			X	
11. Improve public education regarding fire-safe landscaping and planning for a wildfire	X		X		X
12. Increase capability for early fire warnings and detection	X		X		
13. Improve public emergency alerting capabilities and policies	X			X	
14. Complete an analysis of fire roads and strategic fuel breaks				X	X
15. Expand goat grazing for vegetation maintenance	X			X	
16. Assure that residents can evacuate through garage doors if power is out			X		
17. Improve development and implementation of Vegetation Management Plans (VMPs)	X		X		
18. Assure that appropriate staff can send and receive emergency alerts		X			
19. Reduce fuels along roadways	X			X	X
20. Reduce fuels around critical infrastructure				X	
21. Assure that City staff can communicate during an emergency	X	X			
22. Establish more Firewise communities in San Rafael	X	X			
23. Review and update WUI map		X			
24. Apply CA Fire Code 7A (fire resistant building material requirements) to additional structures.	X			X	
25. Establish a residential hillside "parking box" program				X	X
26. Increase the number of completed Vegetation Management Plans	X	X			
27. Incorporate VMPs into residential property sales or transfers		X			

Wildfire Prevention and Protection Action Plan

January

2019

Objective	Exists, Plan expands	\$	\$\$	\$\$\$	Additional Staff Needed
28. Prevent potential entrapments by requiring 2 gates in any fence in designated areas.		X			
29. Reduce fire risk and keep visitors using short-term rentals safe		X			
30. Review and expand evacuation plans	X	X			
31. Develop comprehensive San Rafael hazardous vegetation study and mitigation measures				X	
32. Establish additional fuel interruption zones	X			X	X
33. Engage CERT members in fire prevention		X			
34. Reduce hazardous fuels through an abatement process on privately owned unimproved lots			X		
35. Reengage volunteer "Broom Pull Days"				X	X
36. Improve the public's fire risk awareness with sign improvements and installation	X			X	
37. Effectively coordinate the removal of vegetative debris	X			X	

DRAFT

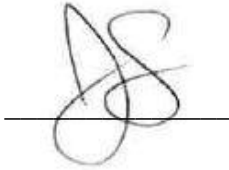


Agenda Item No: SA 1.a
Meeting Date: January 22, 2019

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
AGENDA REPORT**

Department: Finance Department

Prepared by: Nadine Hade
Finance Director

City Manager Approval: 

TOPIC: QUARTERLY INVESTMENT REPORT

SUBJECT: ACCEPTANCE OF SUCCESSOR AGENCY QUARTERLY INVESTMENT REPORT

RECOMMENDATION: Accept investment report for the quarter ending December 31, 2018, as presented.

BACKGROUND: Pursuant to the State of California Government Code Section 53601 and the City's investment policy, last approved by the City Council on June 18, 2018, staff provides the governing body a quarterly report on the Successor Agency's investment activities and liquidity.

ANALYSIS: The Successor Agency checking account had a balance of \$180,140 at quarter-end. These funds were available for the administration of the activities of the Agency, as well as for approved agency commitments.

FISCAL IMPACT: No financial impact occurs by adopting the report.

RECOMENDATION: Accept investment report for the quarter ending December 31, 2018, as presented.

ATTACHMENT:

1. Successor Agency Cash & Investment Report October through December 2018.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

TREASURER'S CERTIFICATION

I CERTIFY THAT ALL INVESTMENTS MADE ARE IN CONFORMANCE WITH SUCCESSOR AGENCY'S APPROVED INVESTMENT POLICY AND STATE INVESTMENT REGULATIONS. THE SUCCESSOR AGENCY HAS SUFFICIENT LIQUIDITY TO MEET ALL OF THE OBLIGATIONS REQUIRED DURING THE NEXT SIX-MONTH PERIOD, SUBJECT TO OVERSIGHT BOARD APPROVAL OF OBLIGATIONS AND THE SUBSEQUENT TIMELY COUNTY DISBURSEMENT OF FUNDS.

NADINE HADE
FINANCE DIRECTOR

SUCCESSOR AGENCY TO SAN RAFAEL REDEVELOPMENT AGENCY

CASH and INVESTMENTS

QUARTER ENDED 12/31/2018

ISSUER	PURCHASE TYPE	PURCHASE DATE	MATURITY DATE	YIELD	PURCHASE PRICE	PAR VALUE	MARKET VALUE	Days to Maturity	% OF TOTAL	AS OF
<u>CASH ACCOUNTS:</u>										
WESTAMERICA	DD	N/A	N/A		\$ 180,140.35	\$ 180,140.35	\$ 180,140.35	1	100.00%	10/31/2018
WESTAMERICA	DD	N/A	N/A		\$ 180,140.35	\$ 180,140.35	\$ 180,140.35	1	100.00%	11/30/2018
WESTAMERICA	DD	N/A	N/A		\$ 180,140.35	\$ 180,140.35	\$ 180,140.35	1	100.00%	12/31/2018
TOTAL INVESTMENTS					\$ -	\$ -	\$ -			
TOTAL CASH & INVESTMENTS - QUARTER-END BALANCE					\$ 180,140.35	\$ 180,140.35	\$ 180,140.35		300.00%	

% Portfolio held 1 year or less

100%

TYPE:

DD - Demand Deposit