

District Board Members

Blaine Maynor  
Division 1  
Nicole Johnson  
Division 2  
Randy Mendosa  
Division 3  
Eric Loudenslager - President  
Division 4  
Jason Akana - Vice President  
Division 5



District Staff

Justin McDonald  
Fire Chief  
Becky Schuette  
Clerk of the Board

# Regular Board Meeting

## March 12, 2024

### 5:30 PM

Location: 631 9<sup>th</sup> Street, Arcata  
Arcata Station Classroom

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## AGENDA

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CALL TO ORDER

PLEDGE OF ALLEGIANCE

ATTENDANCE & DETERMINATION OF QUORUM

APPROVAL OF AGENDA

PUBLIC COMMENT/ASSOCIATION REPORTS

*Any person may address the District Board on any subject pertaining to District business, which is not listed on the agenda. This comment is provided by the Ralph M. Brown Open Meeting Act (Government Code § 54950 et seq.) and may be limited to three (3) minutes for any person addressing the Board. Any request that requires Board action may be set by the Board for a future agenda or referred to staff.*

CONSENT CALENDAR

Pg. 4

*Consent calendar items are considered routine and are acted upon by the Board with a single action. Members of the audience wishing to provide public input may request that the Board remove the item from the Consent Calendar. Comments may be limited to three (3) minutes.*

- 1. Minutes from February 13, 2024, Regular Meeting Pg. 5
- 2. February 2024 Financial Report Pg. 9
- 3. Approve Employment Agreement Between Arcata Fire Protection District

- and Fire Chief Christopher Emmons Pg. 27
- 4. Accept Written Measure F Citizen Advisory Committee Report from FY 2022/23 Pg. 36
- 5. Approve revision to Policy P208 Travel Policy Pg. 40

**DISTRICT BUSINESS** Pg. 45

- 1. Approve the Purchase of a New Engine from Golden State Fire Apparatus and Authorize the Fire Chief to Sign the Agreement Pg. 46
  - a. Attachment 1 - Humboldt Area Foundation Grant Award Letter Pg. 47
  - b. Attachment 2 - Proposal from Golden State Fire Pg. 50
- 2. Adopt Resolution No. 24-301 Approving the Form and Authorizing the Execution and Delivery of Certain Financing Documents for the Purpose of Purchasing a New Fire Engine, and Authorizing Other Related Actions in Connection Therewith Pg. 228
  - a. Attachment 1 - Community Leasing Quote Pg. 231
  - b. Attachment 2 - Loan Agreement Pg. 232
  - c. Attachment 3 - Irrevocable Payment Instructions Pg. 281
  - d. Attachment 4 - Resolution 24-301 Pg. 286
- 3. Consider and Provide Staff Direction as to the Reinstatement of Board Member Compensation Pg. 290
  - a. Attachment 1 - Final Draft of Proposed Ordinance Pg. 292
  - b. Attachment 2 - Draft changes to Board Policy manual section 3.2 & 3.3 Pg. 297
- 4. Consider Approval of the Fiscal Year 2023/24 Mid-Year Amended Budget Pg. 299
  - a. Attachment 1- Draft FY 2023/24 Mid-Year Amended Budget Pg. 301
- 5. Request for Nominations for Humboldt Local Agency Formation Commission (LAFco) Pg. 304
  - a. Attachment 1 - Request for Nominations to Serve on LAFCo Pg. 306
  - b. Attachment 2 - Special District Member Regular Nomination Form 2024 Pg. 308
  - c. Attachment 3 - Special District Member Candidate Information Sheet 2024 Pg. 309

**CORRESPONDENCE & COMMUNICATIONS** Pg. 310

- 1. Public Correspondence
  - a. AVFA Monthly Activity Report Pg. 311
- 2. Committee Reports
  - a. Fire Station Ad-Hoc Committee (*Maynor, Akana*)
  - b. AVFA, L4981, AFD Relations Ad-Hoc Committee (*Maynor*)
  - c. FY 2023/24 Budget Committee (*Johnson, Loudenslager*)
    - i. *Fiscal Year 23/24 ad hoc committee has completed assignment. A new ad hoc committee assignment for FY 2024/25 Budget development*
- 3. Fire Chief's Monthly Report Pg. 312
- 4. Director Matters

## **CLOSED SESSION**

*At any time during the regular session, the Board may adjourn to closed session to consider existing or anticipated litigation, liability claims, real property negotiations, license and permit determinations, threats to security, public employee appointments, personnel matters, evaluations and discipline, labor negotiations, or to discuss with legal counsel matters within the attorney-client privilege.*

*None Scheduled*

## **ADJOURNMENT**

Next Regular Board Meeting is scheduled for April 9, 2024, Arcata Downtown Station Classroom, 631 9<sup>th</sup> Street in Arcata at 5:30 pm.

Prepared by: *Katie Hill, Clerk of the Board Trainee*

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*The Arcata Fire Protection District ("District"), in compliance with the Americans with Disabilities Act ("ADA"), individuals who require special accommodations to access, attend and/or participate in District board meetings due to a disability, shall make their request by calling (707)825-2000, no later than 48 hours in advance of the scheduled meeting time. In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority of, or all, the Board in advance of a meeting may be viewed at 2149 Central Avenue, McKinleyville, California or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact the Board Secretary, at (707) 825-2000. The meeting agenda is posted at least 72 hours in advance of regular scheduled meetings, at the following locations:*

- *District's Headquarters' Building, 2149 Central Avenue, McKinleyville, CA 95519*
- *Arcata Downtown Station, 631 9<sup>th</sup> Street, Arcata, CA 95521*
- *Mad River Station, 3235 Janes Road, Arcata, CA 95521*
- *The Arcata Fire Protection District website: [www.arcatafire.org](http://www.arcatafire.org)*

# Consent Calendar





## MINUTES

### *Regular Board Meeting*

*February 13, 2024*

*5:30 p.m.*

*Location: 631 9<sup>th</sup> Street, Arcata*

*Arcata Fire Station Classroom*

### **Board of Directors**

*Eric Loudenslager (Division 4) - President, Jason Akana (Division 5) - Vice President, Nicole Johnson (Division 2) - Director, Blaine Maynor (Division 1) - Director, Randy Mendosa (Division 3) - Director*

### **CALL TO ORDER**

The regular session of the Board of Directors for the Arcata Fire District was called to order by President Eric Loudenslager at 5:30 pm.

Prior to the Pledge of Allegiance, President Loudenslager called for a moment of silence for the passing of Anthony Benelisha, former career Engineer with the District.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by President Loudenslager.

### **ATTENDANCE AND DETERMINATION OF A QUORUM**

The meeting continued with a quorum and the following were present: President Eric Loudenslager, Vice President Jason Akana, Director Blaine Maynor, and Director Randy Mendosa. Director Nicole Johnson was absent.

Additional District administrative staff included Fire Chief Justin McDonald, Assistant Chief Chris Emmons, Board Secretary Becky Schuette, Board Secretary Trainee Katie Hill, and Public Information Officer Alyssa Alvarez.

### **APPROVAL OF AGENDA**

There were no public comments or comments from the Board.

It was moved to approve the agenda.

Following the motion, Board Secretary pointed out a spelling error in the agenda on page 2, item 2 under District Business. The attachment should read "Sample" instead of Sampe.

**Motion:** Akana; Second: Mendosa

**Roll Call: Ayes;** Akana, Maynor, Mendosa, and Loudenslager. **Absent;** Johnson  
Motion Carries

### **PUBLIC COMMENT**

Senior Management Group – Nothing to report.

Local 4981 – Captain Nate Padula spoke on behalf of the Local, reporting support and recognition for the passing of former career Engineer Anthony Benelisha.

There were no public comments.

### **CONSENT CALENDAR**

1. Minutes from January 9, 2024, Regular Meeting
2. Minutes from January 19, 2024 Special Meeting
3. January 2024 Financial Report
4. Adopt Resolution 24-299 Authorizing the Update of Signers for the Arcata Fire District's Accounts with Coast Central Credit Union, CalTRUST, and the County of Humboldt Treasury Accounts
5. Adopt Resolution 24-300 Directing Transfer of Cash from the Humboldt County Treasury Account to the CalTRUST Liquidity Fund
6. Approve Updates to the Assistant Chief Job Description

It was moved to approve the consent calendar.

**Motion:** Maynor; Second: Akana

**Roll Call: Ayes;** Akana, Maynor, Mendosa, and Loudenslager. **Absent;** Johnson  
Motion Carries

### **DISTRICT BUSINESS**

**1. Consider Approval of Temporary Reorganization of the Admin Team and Reclassify Assistant Chief Emmons to Interim Deputy Chief:** Chief McDonald summarized his staff note.

There were no comments from the public or the Board.

It was moved to approve the temporary reorganization of the Admin team, reclassify Assistant Chief Emmons to Interim Deputy Chief, set his rate of pay to \$62.00, and approve the side letter with the Senior Management Group.

**Motion:** Maynor; Second: Akana

**Roll Call: Ayes;** Akana, Maynor, Mendosa, and Loudenslager. **Absent;** Johnson  
Motion Carries

**2. Consider and Provide Staff Direction as to the Reinstatement of Board Member Compensation:** Chief McDonald reviewed his staff report aloud.

Several of the Directors made comments, asked questions and had suggestions for the Ordinance language.

There was no public comment.

It was moved to continue with the reinstatement of Board member compensation and bring back a draft ordinance for the March 12, 2024, meeting and further discussion.

**Motion:** Maynor; Second: Akana

**Roll Call: Ayes;** Akana, Maynor, and Loudenslager. **Nays;** Mendosa. **Absent;** Johnson  
Motion Carries

**3. Consider and Approve Proposed Contract with Fire Grants Expert for FEMA SAFER Grant Application:** Assistant Chief Emmons reviewed his staff note aloud.

Several of the Directors had questions which were asked and answered and a lengthy discussion ensued.

It was moved to award the contract for grant writing services with Fire Grants Expert for a cost not to exceed \$6,500.00 and authorize the Fire Chief to execute the contract.

**Motion:** Mendosa; Second: Maynor

**Roll Call: Ayes;** Akana, Maynor, Mendosa, and Loudenslager. **Absent;** Johnson  
Motion Carries

Following the motion and the vote, Captain Tony Freeman commented and indicated the support from Local 4981.

**4. Review of 2023 Year End Statistics:** Chief McDonald introduced PIO Alyssa Alvarez who presented the Year-end report.

There were questions and comments from the Board and the public.

No action was taken, this item was for information only.

**CORRESPONDENCE & COMMUNICATIONS**

1. Public Correspondence – President Loudenslager advised that the AVFA Activity is available for review in the packet. Additionally, Chief McDonald read aloud a portion of an email from an Arcata resident regarding the Arcata General Plan and Gateway Area Plan Draft Environmental Impact Report. This correspondence will be attached to these minutes as **Attachment 1**. Director Mendosa read aloud his email response to Mr. Weis. Director Mendosa’s email response will be included as **Attachment 2**. President Loudenslager requested the topic be placed on the April agenda for further discussion.

2. Committee Reports:

a. Fire Station Committee (Maynor, Akana) – Director Maynor reported that the committee met today and they would like to disband until the completion of the Standards of Cover. Following additional discussions and clarification of the purpose of the committee, the subcommittee will remain. There is nothing to report.

b. AVFA, L4981, AFD Relations Committee (Maynor) – Nothing to report.

c. Budget Committee (Johnson, Loudenslager) – No meeting yet, however the fund registers are now available, and a meeting scheduled next week. Information should be provided at the next meeting.

3. Fire Chief’s Monthly Report – Chief McDonald reviewed his staff report. He added an update to the Measure F committee. He also added that due to the weather event the previous week, CalOES had authorized and paid for District staff and equipment to be pre-positioned for response.

4. Director Matters – Director Mendosa commented on the loss of Anthony Benelisha.

## **CLOSED SESSION**

President Loudenslager adjourned to closed session at 7:21 pm.

The meeting was reconvened at 8:10 pm.

Report out of closed session by President Loudenslager; staff was given direction.

## **ADJOURNMENT**

President Loudenslager adjourned the meeting at 8:11pm.

The next Regular Meeting is scheduled for **March 12, 2024, at the Arcata Downtown Station Classroom, 631 9<sup>th</sup> Street in Arcata at 5:30 pm.**

Respectfully submitted,

Becky Schuette,  
Clerk of the Board

DRAFT

8:34 AM

03/07/24

Accrual Basis

**Arcata Fire Protection District**  
**Interest Earned Fiscal Year to Date**  
 July 2023 through February 2024

Type	Date	Memo	Split	Amount
<b>USE OF MONEY &amp; PROPERTY</b>				
<b>800190 · Interest Income</b>				
Deposit	07/01/2023	4Q 22-23 Inte...	County Treasury	19,630.56
Deposit	07/01/2023	4Q 21-22 Int...	County Treasury	13,715.25
Deposit	07/01/2023	1Q 22-23 Inte...	County Treasury	15,576.97
Deposit	07/01/2023	2Q 22-23 Inte...	County Treasury	19,986.63
Deposit	07/01/2023	3Q 22-23 Inte...	County Treasury	24,469.41
Deposit	07/31/2023	Interest	CalTRUST	20,110.82
Deposit	07/31/2023	Interest	Contingency Fund	1,126.87
Deposit	07/31/2023	Interest	Vehicle Replacement Fund	2,036.37
Deposit	07/31/2023	Interest	PERS Contingency Fund	1,535.08
Deposit	07/31/2023	Interest	CCCU Liquid Assets	199.20
Deposit	07/31/2023	Interest	CCCU Checking	109.46
Deposit	08/31/2023	Interest	CalTRUST	18,156.49
Deposit	08/31/2023	Interest	Contingency Fund	1,209.17
Deposit	08/31/2023	Interest	Vehicle Replacement Fund	2,185.10
Deposit	08/31/2023	Interest	PERS Contingency Fund	1,647.20
Deposit	08/31/2023	Interest	CCCU Liquid Assets	199.54
Deposit	08/31/2023	Interest	CCCU Checking	112.97
Deposit	09/30/2023	Interest	CalTRUST	16,717.03
Deposit	09/30/2023	Interest	Contingency Fund	1,182.19
Deposit	09/30/2023	Interest	Vehicle Replacement Fund	2,136.34
Deposit	09/30/2023	Interest	PERS Contingency Fund	1,610.44
Deposit	09/30/2023	Interest	CCCU Savings	0.38
Deposit	09/30/2023	Interest	CCCU Liquid Assets	193.43
Deposit	09/30/2023	Interest	CCCU Checking	79.28
Deposit	10/31/2023	Interest	CalTRUST	15,964.96
Deposit	10/31/2023	Interest	Contingency Fund	1,239.70
Deposit	10/31/2023	Interest	Vehicle Replacement Fund	2,240.26
Deposit	10/31/2023	Interest	PERS Contingency Fund	1,688.78
Deposit	10/31/2023	Interest	CCCU Liquid Assets	200.20
Deposit	10/31/2023	Interest	CCCU Checking	64.00
Deposit	11/30/2023	Interest	CalTRUST	13,408.06
Deposit	11/30/2023	Interest	Contingency Fund	1,206.42
Deposit	11/30/2023	Interest	Vehicle Replacement Fund	2,180.12
Deposit	11/30/2023	Interest	PERS Contingency Fund	1,643.45
Deposit	11/30/2023	Interest	CCCU Liquid Assets	194.07
Deposit	11/30/2023	Interest	CCCU Checking	80.44
Deposit	12/31/2023	Interest	CalTRUST	11,903.80
Deposit	12/31/2023	Interest	Contingency Fund	1,256.06
Deposit	12/31/2023	Interest	Vehicle Replacement Fund	2,269.83
Deposit	12/31/2023	Interest	PERS Contingency Fund	1,711.08
Deposit	12/31/2023	Interest	CCCU Savings	0.38
Deposit	12/31/2023	Interest	CCCU Liquid Assets	200.87
Deposit	12/31/2023	Interest	CCCU Checking	119.81
Deposit	01/31/2024	Interest	CalTRUST	10,607.01
Deposit	01/31/2024	Interest	Contingency Fund	1,228.32
Deposit	01/31/2024	Interest	Vehicle Replacement Fund	2,219.69
Deposit	01/31/2024	Interest	PERS Contingency Fund	1,673.28

8:34 AM

03/07/24

Accrual Basis

**Arcata Fire Protection District**  
**Interest Earned Fiscal Year to Date**  
July 2023 through February 2024

<u>Type</u>	<u>Date</u>	<u>Memo</u>	<u>Split</u>	<u>Amount</u>
Deposit	01/31/2024	Interest	CCCU Liquid Assets	201.21
Deposit	01/31/2024	Interest	CCCU Checking	90.11
Total 800190 · Interest Income				237,518.09
Total USE OF MONEY & PROPERTY				237,518.09
<b>TOTAL</b>				<b>237,518.09</b>

**Arcata Fire Protection District  
Profit & Loss Budget vs. Actual**

July 2023 through February 2024

	Jul '23 - Feb 24	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>TAX REVENUE</b>				
101117 · Property Tax - Current Secured	1,733,333.34	1,682,872.00	50,461.34	103.0%
102500 · Property Tax-Current Unsecured	60,000.00	64,000.00	-4,000.00	93.8%
103500 · Property Tax-Prior Yrs Secured	0.00	22,664.00	-22,664.00	0.0%
105110 · Property Tax-Prior Yrs Unsecure	38,666.66	664.00	38,002.66	5,823.3%
800040 · Supplemental Taxes-Current	8,000.00			
105900 · Supplemental Taxes-Prior Yrs	3,333.34	18,664.00	-15,330.66	17.9%
113100 · State Timber Tax	864.46	844.00	20.46	102.4%
800050 · Property Assessments	2,552,542.66	2,524,000.00	28,542.66	101.1%
<b>Total TAX REVENUE</b>	4,396,740.46	4,313,708.00	83,032.46	101.9%
<b>USE OF MONEY &amp; PROPERTY</b>				
800190 · Interest Income	237,518.09	47,336.00	190,182.09	501.8%
<b>Total USE OF MONEY &amp; PROPERTY</b>	237,518.09	47,336.00	190,182.09	501.8%
<b>INTERGOVERNMENTAL</b>				
525110 · Homeowners Property Tax Relief	3,653.14	16,664.00	-13,010.86	21.9%
800600 · Other Government Agencies				
CPH Contract for Services	0.00	37,000.00	-37,000.00	0.0%
NCQUAMD	0.00	700.00	-700.00	0.0%
Proposition 172 Disbursement	0.00	8,700.00	-8,700.00	0.0%
800600 · Other Government Agencies - Other	42,997.31			
<b>Total 800600 · Other Government Agencies</b>	42,997.31	46,400.00	-3,402.69	92.7%
800950 · Firefighting Reimbursements	118,188.49			
<b>Total INTERGOVERNMENTAL</b>	164,838.94	63,064.00	101,774.94	261.4%
<b>CHARGES FOR SERVICES</b>				
800155 · Prevention Fees	15,412.47	8,000.00	7,412.47	192.7%
800156 · R1/R2 Inspection Fees	33,221.97	30,000.00	3,221.97	110.7%
800700 · Other Services	30.00			
800946 · Incident Revenue Recovery Fees	14,235.03	6,664.00	7,571.03	213.6%
<b>Total CHARGES FOR SERVICES</b>	62,899.47	44,664.00	18,235.47	140.8%
<b>MISCELLANEOUS REVENUES</b>				
800940 · Other Revenue				
Donations	2,340.91			
800940 · Other Revenue - Other	11,399.26			
<b>Total 800940 · Other Revenue</b>	13,740.17			
800941 · Refunds	-17,931.17	500.00	-18,431.17	-3,586.2%
800942 · Incident Reports	249.00	200.00	49.00	124.5%
<b>Total MISCELLANEOUS REVENUES</b>	-3,942.00	700.00	-4,642.00	-563.1%
<b>Total Income</b>	4,858,054.96	4,469,472.00	388,582.96	108.7%
<b>Gross Profit</b>	4,858,054.96	4,469,472.00	388,582.96	108.7%

**Arcata Fire Protection District  
Profit & Loss Budget vs. Actual**

July 2023 through February 2024

	Jul '23 - Feb 24	Budget	\$ Over Budget	% of Budget
<b>Expense</b>				
<b>SALARIES &amp; EMPLOYEE BENEFITS</b>				
<b>5010 · Salaries &amp; Wages</b>				
5010.1 · Full-Time	1,307,772.77	1,392,664.00	-84,891.23	93.9%
5010.2 · CTO Payout	224,834.67	278,664.00	-53,829.33	80.7%
5010.3 · Settlement Pay/Vacation	0.00	30,000.00	-30,000.00	0.0%
5010.4 · Holiday Pay	28,078.16	56,000.00	-27,921.84	50.1%
5010.5 · Deferred Compensation	44,300.00	41,600.00	2,700.00	106.5%
5010.6 · Part-Time (Hourly)	46,121.32	47,336.00	-1,214.68	97.4%
5010.7 · CalFire/OES Pay	46,259.05			
5010 · Salaries & Wages - Other	0.00	0.00	0.00	0.0%
<b>Total 5010 · Salaries &amp; Wages</b>	<b>1,697,365.97</b>	<b>1,846,264.00</b>	<b>-148,898.03</b>	<b>91.9%</b>
<b>5020 · Retirement</b>				
5020.1 · CalPERS Retirement	390,309.39	406,000.00	-15,690.61	96.1%
5020.2 · Social Security	2,985.32	2,664.00	321.32	112.1%
5020.3 · Medicare	25,140.64	20,664.00	4,476.64	121.7%
5020.4 · CalPERS UAL Payment	0.00	190,000.00	-190,000.00	0.0%
<b>Total 5020 · Retirement</b>	<b>418,435.35</b>	<b>619,328.00</b>	<b>-200,892.65</b>	<b>67.6%</b>
<b>5030 · Group Insurance</b>				
5030.1 · Health (Current Employees)	367,257.99	416,000.00	-48,742.01	88.3%
5030.2 · Health (Retirees)	233,539.42	206,664.00	26,875.42	113.0%
5030.3 · Retiree Health Admin Fees	1,507.18	2,664.00	-1,156.82	56.6%
5030.4 · Dental, Vision & Life	30,984.42	32,664.00	-1,679.58	94.9%
5030.5 · Air Ambulance	71.00	3,000.00	-2,929.00	2.4%
5030.6 · Long Term Disability	5,974.00	5,336.00	638.00	112.0%
<b>Total 5030 · Group Insurance</b>	<b>639,334.01</b>	<b>666,328.00</b>	<b>-26,993.99</b>	<b>95.9%</b>
5033 · Unemployment Insurance	0.00	0.00	0.00	0.0%
<b>5035 · Worker's Compensation</b>				
5035.1 · Primary	0.00	86,000.00	-86,000.00	0.0%
5035.3 · Admin Fee	0.00	22,000.00	-22,000.00	0.0%
<b>Total 5035 · Worker's Compensation</b>	<b>0.00</b>	<b>108,000.00</b>	<b>-108,000.00</b>	<b>0.0%</b>
<b>SALARIES &amp; EMPLOYEE BENEFITS - Other</b>	<b>52,625.24</b>			
<b>Total SALARIES &amp; EMPLOYEE BENEFITS</b>	<b>2,807,760.57</b>	<b>3,239,920.00</b>	<b>-432,159.43</b>	<b>86.7%</b>
<b>SERVICE &amp; SUPPLIES</b>				
<b>5050 · Clothing &amp; Personal Supplies</b>				
5050.1 · Uniforms	11,734.80	20,000.00	-8,265.20	58.7%
5050.2 · Station Boots	399.60	2,000.00	-1,600.40	20.0%
5050.3 · PPE - Structure	38,892.73	12,000.00	26,892.73	324.1%
5050.4 · PPE - Wildland	0.00	5,000.00	-5,000.00	0.0%
5050.5 · VLU Team	0.00	1,000.00	-1,000.00	0.0%
5050.6 · Shields & Badges	1,573.56	1,000.00	573.56	157.4%
<b>Total 5050 · Clothing &amp; Personal Supplies</b>	<b>52,600.69</b>	<b>41,000.00</b>	<b>11,600.69</b>	<b>128.3%</b>
<b>5060 · Communications</b>				
5060.1 · Phones - Landline & Cellular	7,871.02	6,664.00	1,207.02	118.1%
<b>5060.2 · Alarm Monitoring</b>				
Arcata Station	550.00			
Mad River Station	420.00			
McKinleyville Station	949.87			
5060.2 · Alarm Monitoring - Other	0.00	2,336.00	-2,336.00	0.0%
<b>Total 5060.2 · Alarm Monitoring</b>	<b>1,919.87</b>	<b>2,336.00</b>	<b>-416.13</b>	<b>82.2%</b>
5060.3 · Communications - Miscellaneous	0.00	500.00	-500.00	0.0%
5060.4 · HCFCA Radio System	0.00	1,600.00	-1,600.00	0.0%
5060.5 · Cable TV & Internet	8,980.70	9,000.00	-19.30	99.8%
<b>Total 5060 · Communications</b>	<b>18,771.59</b>	<b>20,100.00</b>	<b>-1,328.41</b>	<b>93.4%</b>
<b>5080 · Food</b>				
5080.1 · Food & Rehab Supplies	862.10	1,000.00	-137.90	86.2%
5080.2 · Drinking Water	0.00	1,000.00	-1,000.00	0.0%
<b>Total 5080 · Food</b>	<b>862.10</b>	<b>2,000.00</b>	<b>-1,137.90</b>	<b>43.1%</b>
<b>5090 · Household Expenses</b>				
<b>5090.1 · Station Supplies</b>				
Arcata Station	697.88			
Mad River Station	1,739.06			
McKinleyville Station	1,180.41			



**Arcata Fire Protection District  
Profit & Loss Budget vs. Actual**

July 2023 through February 2024

	Jul '23 - Feb 24	Budget	\$ Over Budget	% of Budget
5090.1 · Station Supplies - Other	0.00	2,664.00	-2,664.00	0.0%
<b>Total 5090.1 · Station Supplies</b>	<b>3,617.35</b>	<b>2,664.00</b>	<b>953.35</b>	<b>135.8%</b>
5090.2 · Garbage Service				
Arcata Station	503.93			
Mad River Station	753.93			
McKinleyville Station	2,105.30			
5090.2 · Garbage Service - Other	0.00	3,336.00	-3,336.00	0.0%
<b>Total 5090.2 · Garbage Service</b>	<b>3,363.16</b>	<b>3,336.00</b>	<b>27.16</b>	<b>100.8%</b>
5090.3 · Station Furniture				
Mad River Station	237.02			
McKinleyville Station	107.14			
5090.3 · Station Furniture - Other	1,399.75	5,000.00	-3,600.25	28.0%
<b>Total 5090.3 · Station Furniture</b>	<b>1,743.91</b>	<b>5,000.00</b>	<b>-3,256.09</b>	<b>34.9%</b>
<b>Total 5090 · Household Expenses</b>	<b>8,724.42</b>	<b>11,000.00</b>	<b>-2,275.58</b>	<b>79.3%</b>
5100 · Liability Insurance				
5100.1 · Liability Insurance	51,345.00	52,000.00	-655.00	98.7%
<b>Total 5100 · Liability Insurance</b>	<b>51,345.00</b>	<b>52,000.00</b>	<b>-655.00</b>	<b>98.7%</b>
5120 · Maintenance - Equipment				
5120.1 · Vehicles				
215 · 2016 Chevy 1500	17,910.30			
214 · 2020 Chevy 1500	16,794.04			
210 · 2010 F-150	395.44			
213 · 2019 Ioniq	26.02			
206 · 2006 F-350	1,445.52			
212 · 2015 Spark	856.61			
209 · 2009 F-250	110.42			
108 · 2007 Ferrara	4,160.17			
113 · 2011 Ferrara (1)	917.66			
112 · 2011 Ferrara (2)	10,878.14			
116 · 2022 Pierce	2,402.31			
117 · 2004 WestMark	1,216.92			
115 · 2018 John Deere	207.14			
106 · 1998 Central States	8,469.92			
114 · 2016 Pierce	384.74			
211 · 2019 F-450	594.93			
5120.1 · Vehicles - Other	266.89	86,000.00	-85,733.11	0.3%
<b>Total 5120.1 · Vehicles</b>	<b>67,037.17</b>	<b>86,000.00</b>	<b>-18,962.83</b>	<b>78.0%</b>
5120.2 · Hose & Ladder Testing	0.00	6,500.00	-6,500.00	0.0%
5120.3 · Hose Repair	0.00	0.00	0.00	0.0%
5120.4 · SCBA	3,894.50	8,000.00	-4,105.50	48.7%
5120.5 · Hydraulic Rescue Tools	5,986.05	2,500.00	3,486.05	239.4%
5120.6 · Power Tools	1,737.96	1,000.00	737.96	173.8%
5120.7 · AED & LUCAS	6,660.60	8,000.00	-1,339.40	83.3%
5120.8 · Fire Extinguishers	813.47	500.00	313.47	162.7%
5120.9 · Miscellaneous Equipment	94.58	3,000.00	-2,905.42	3.2%
5120.10 · Small Instrument Repair & Test	751.02	1,000.00	-248.98	75.1%
<b>Total 5120 · Maintenance - Equipment</b>	<b>86,975.35</b>	<b>116,500.00</b>	<b>-29,524.65</b>	<b>74.7%</b>
5121 · Maintenance - Electronics				
5121.1 · Computers	740.68	1,000.00	-259.32	74.1%
5121.2 · Radios, Pagers & FireCom	741.35	1,000.00	-258.65	74.1%
5121.3 · Batteries (non-household)	103.41	1,500.00	-1,396.59	6.9%
<b>Total 5121 · Maintenance - Electronics</b>	<b>1,585.44</b>	<b>3,500.00</b>	<b>-1,914.56</b>	<b>45.3%</b>
5130 · Maintenance-Buildings & Grounds				
5130.1 · General Structure				
Arcata Station	2,044.71			
Mad River Station	1,692.22			
McKinleyville Station	2,264.60			
5130.1 · General Structure - Other	21.67	46,000.00	-45,978.33	0.0%
<b>Total 5130.1 · General Structure</b>	<b>6,023.20</b>	<b>46,000.00</b>	<b>-39,976.80</b>	<b>13.1%</b>
5130.2 · Grounds				
Bayside Property	250.00			
Mad River Station	785.21			
McKinleyville Station	26.81			
5130.2 · Grounds - Other	0.00	10,000.00	-10,000.00	0.0%

**Arcata Fire Protection District  
Profit & Loss Budget vs. Actual**

July 2023 through February 2024

	Jul '23 - Feb 24	Budget	\$ Over Budget	% of Budget
<b>Total 5130.2 · Grounds</b>	1,062.02	10,000.00	-8,937.98	10.6%
<b>5130.3 · Emergency Power</b>				
Arcata Station	422.59			
Mad River Station	306.58			
McKinleyville Station	422.59			
5130.3 · Emergency Power - Other	0.00	3,000.00	-3,000.00	0.0%
<b>Total 5130.3 · Emergency Power</b>	1,151.76	3,000.00	-1,848.24	38.4%
<b>5130.4 · Pest Control</b>				
Arcata Station	285.00			
Mad River Station	285.00			
McKinleyville Station	170.00			
5130.4 · Pest Control - Other	0.00	2,000.00	-2,000.00	0.0%
<b>Total 5130.4 · Pest Control</b>	740.00	2,000.00	-1,260.00	37.0%
<b>Total 5130 · Maintenance-Buildings &amp; Grounds</b>	8,976.98	61,000.00	-52,023.02	14.7%
<b>5140 · Medical Supplies</b>				
5140.1 · EMS	1,523.88	4,000.00	-2,476.12	38.1%
5140.2 · AED & Lucas	0.00	336.00	-336.00	0.0%
<b>Total 5140 · Medical Supplies</b>	1,523.88	4,336.00	-2,812.12	35.1%
<b>5150 · Memberships</b>				
5150.1 · Dues				
Chamber of Commerce	82.00			
CalChiefs	960.00			
5150.1 · Dues - Other	0.00	3,000.00	-3,000.00	0.0%
<b>Total 5150.1 · Dues</b>	1,042.00	3,000.00	-1,958.00	34.7%
<b>Total 5150 · Memberships</b>	1,042.00	3,000.00	-1,958.00	34.7%
<b>5160 · Miscellaneous Expense</b>				
5160.1 · Uncategorized Misc. Expense	2,001.00	1,000.00	1,001.00	200.1%
5160 · Miscellaneous Expense - Other	39.58			
<b>Total 5160 · Miscellaneous Expense</b>	2,040.58	1,000.00	1,040.58	204.1%
<b>5170 · Office Expense</b>				
5170.1 · Office Supplies	1,131.18	2,664.00	-1,532.82	42.5%
5170.2 · Postage	547.04	2,000.00	-1,452.96	27.4%
5170.3 · Software				
CAD Interface	1,200.00	1,750.00	-550.00	68.6%
eDispatches	0.00	2,000.00	-2,000.00	0.0%
Miscellaneous	0.00	500.00	-500.00	0.0%
Parcel Quest	2,399.00	2,000.00	399.00	120.0%
Quickbooks	0.00	2,000.00	-2,000.00	0.0%
Records Management	4,690.70	4,500.00	190.70	104.2%
Scheduling Program	2,908.00	3,500.00	-592.00	83.1%
Survey System	0.00	500.00	-500.00	0.0%
5170.3 · Software - Other	1,507.55			
<b>Total 5170.3 · Software</b>	12,705.25	16,750.00	-4,044.75	75.9%
5170.4 · Subscription Periodicals	0.00	100.00	-100.00	0.0%
<b>Total 5170 · Office Expense</b>	14,383.47	21,514.00	-7,130.53	66.9%
<b>5180 · Professional &amp; Special Services</b>				
5180.1 · Legal	14,389.50	13,336.00	1,053.50	107.9%
5180.2 · Human Resources	0.00	10,000.00	-10,000.00	0.0%
5180.3 · Medical Exam & Drug Screening	0.00	20,000.00	-20,000.00	0.0%
5180.4 · Background Checks	1,716.00	5,000.00	-3,284.00	34.3%
5180.5 · Audit (Financial)	8,500.00	11,000.00	-2,500.00	77.3%
5180.6 · Accountant & Bookkeeping	8,521.00	10,000.00	-1,479.00	85.2%
5180.7 · GASB Reporting	3,450.00	7,000.00	-3,550.00	49.3%
5180.8 · IT	21,040.00	23,336.00	-2,296.00	90.2%
5180.9 · Webpage Hosting	5,172.00	3,464.00	1,708.00	149.3%
5180.10 · Subscriptions				
NFPA	175.00			
5180.10 · Subscriptions - Other	0.00	2,700.00	-2,700.00	0.0%
<b>Total 5180.10 · Subscriptions</b>	175.00	2,700.00	-2,525.00	6.5%
5180.11 · Miscellaneous	0.00	500.00	-500.00	0.0%
5180.12 · Financial Consulting	0.00	5,000.00	-5,000.00	0.0%
5180 · Professional & Special Services - Other	110.00			

**Arcata Fire Protection District  
Profit & Loss Budget vs. Actual**

July 2023 through February 2024

	Jul '23 - Feb 24	Budget	\$ Over Budget	% of Budget
<b>Total 5180 · Professional &amp; Special Services</b>	63,073.50	111,336.00	-48,262.50	56.7%
<b>5190 · Publications &amp; Legal Notices</b>				
5190.1 · Publications & Notices	380.00	1,000.00	-620.00	38.0%
<b>Total 5190 · Publications &amp; Legal Notices</b>	380.00	1,000.00	-620.00	38.0%
<b>5200 · Rent &amp; Leases - Equipment</b>				
5200.1 · Copier	5,028.01	5,536.00	-507.99	90.8%
<b>Total 5200 · Rent &amp; Leases - Equipment</b>	5,028.01	5,536.00	-507.99	90.8%
<b>5210 · Rent &amp; Leases - Structures</b>				
5210.1 · 631 9th Street	90,000.00	80,000.00	10,000.00	112.5%
<b>Total 5210 · Rent &amp; Leases - Structures</b>	90,000.00	80,000.00	10,000.00	112.5%
<b>5230 · Special District Expense</b>				
5230.1 · Property Tax Admin Fee	39,914.00	77,000.00	-37,086.00	51.8%
5230.2 · Tax Roll Direct Charge Fee	0.00	14,000.00	-14,000.00	0.0%
5230.3 · LAFCO Annual Fee	3,275.39	4,000.00	-724.61	81.9%
5230.4 · Assessment Adjustments/Refunds	154.00			
5230.5 · Public Education Supplies	109.32	1,500.00	-1,390.68	7.3%
5230.6 · Certifications	815.00	1,000.00	-185.00	81.5%
5230.7 · Recruitment	1,005.00	0.00	1,005.00	100.0%
5230.8 · Bank Fees	265.00	4,200.00	-3,935.00	6.3%
5230.9 · Recognition Awards	194.00	2,000.00	-1,806.00	9.7%
5230.10 · Health & Wellness	417.62	5,300.00	-4,882.38	7.9%
5230.11 · Public Outreach	153.30	1,000.00	-846.70	15.3%
5230.13 · HCFCFA Air Trailer Annual Fee	0.00	1,000.00	-1,000.00	0.0%
5230.14 · Staff Training	2,845.34	15,000.00	-12,154.66	19.0%
5230.15 · Training Supplies	102.09	1,000.00	-897.91	10.2%
5230.16 · Grant Management	0.00	0.00	0.00	0.0%
<b>Total 5230 · Special District Expense</b>	49,250.06	127,000.00	-77,749.94	38.8%
<b>5250 · Transportation &amp; Travel</b>				
5250.1 · Fuel				
Mad River Station				
Diesel	21,338.26			
Gasoline	5,047.87			
Mad River Station - Other	1,241.46			
<b>Total Mad River Station</b>	27,627.59			
McKinleyville Station	8,231.35			
5250.1 · Fuel - Other	3,333.09	49,336.00	-46,002.91	6.8%
<b>Total 5250.1 · Fuel</b>	39,192.03	49,336.00	-10,143.97	79.4%
5250.2 · Lodging	1,841.69	8,000.00	-6,158.31	23.0%
5250.3 · Per Diem Reimbursement	4,406.70	7,000.00	-2,593.30	63.0%
5250.4 · Conference/Class Tuition	10,539.84	5,000.00	5,539.84	210.8%
5250 · Transportation & Travel - Other	49.13			
<b>Total 5250 · Transportation &amp; Travel</b>	56,029.39	69,336.00	-13,306.61	80.8%
<b>5260 · Utilities</b>				
5260.1 · PG & E				
Arcata Station	7,862.05			
Mad River Station	3,318.97			
McKinleyville Station	9,964.07			
5260.1 · PG & E - Other	0.00	21,744.00	-21,744.00	0.0%
<b>Total 5260.1 · PG &amp; E</b>	21,145.09	21,744.00	-598.91	97.2%
5260.2 · Water & Sewer				
Arcata Station	1,443.08			
Mad River Station	1,707.98			
McKinleyville Station	1,472.89			
5260.2 · Water & Sewer - Other	137.73	4,200.00	-4,062.27	3.3%
<b>Total 5260.2 · Water &amp; Sewer</b>	4,761.68	4,200.00	561.68	113.4%
<b>Total 5260 · Utilities</b>	25,906.77	25,944.00	-37.23	99.9%
<b>5370 · Minor Equipment Purchases</b>				
5370.1 · Fire Hose	2,316.07	6,500.00	-4,183.93	35.6%
5370.2 · Fire Equipment & Fabrication	1,279.89	4,000.00	-2,720.11	32.0%
5310.3 · Computers & Electronics	9,981.42	5,000.00	4,981.42	199.6%
5370.4 · Small Tools	173.43	1,000.00	-826.57	17.3%

**Arcata Fire Protection District  
Profit & Loss Budget vs. Actual**

July 2023 through February 2024

	Jul '23 - Feb 24	Budget	\$ Over Budget	% of Budget
5370.5 · Power Tools	0.00	1,000.00	-1,000.00	0.0%
Total 5370 · Minor Equipment Purchases	13,750.81	17,500.00	-3,749.19	78.6%
<b>Total SERVICE &amp; SUPPLIES</b>	<b>552,250.04</b>	<b>774,602.00</b>	<b>-222,351.96</b>	<b>71.3%</b>
<b>OTHER BUDGET FUNDING REQUIRED</b>				
Capital Expense				
Equipment/Vehicles	30,418.89			
Total Capital Expense	30,418.89			
Debt Service				
2021 UAL Refinance - Interest	119,436.60	119,437.00	-0.40	100.0%
2021 UAL Refinance - Principal	268,000.00	268,000.00	0.00	100.0%
2022 Engine Purchase- Principal	98,770.75	15,000.00	83,770.75	658.5%
2022 Engine Purchase - Interest	16,748.58	100,183.00	-83,434.42	16.7%
Debt Issue Costs	183.65			
Total Debt Service	503,139.58	502,620.00	519.58	100.1%
Operating Fund Transfers				
Contingency Fund	0.00	200,000.00	-200,000.00	0.0%
PERS Rate Contingency Fund	0.00	261,816.00	-261,816.00	0.0%
Vehicle Replacement Fund	0.00	200,000.00	-200,000.00	0.0%
Total Operating Fund Transfers	0.00	661,816.00	-661,816.00	0.0%
<b>Total OTHER BUDGET FUNDING REQUIRED</b>	<b>533,558.47</b>	<b>1,164,436.00</b>	<b>-630,877.53</b>	<b>45.8%</b>
<b>Total Expense</b>	<b>3,893,569.08</b>	<b>5,178,958.00</b>	<b>-1,285,388.92</b>	<b>75.2%</b>
<b>Net Ordinary Income</b>	<b>964,485.88</b>	<b>-709,486.00</b>	<b>1,673,971.88</b>	<b>-135.9%</b>
<b>Net Income</b>	<b>964,485.88</b>	<b>-709,486.00</b>	<b>1,673,971.88</b>	<b>-135.9%</b>

Arcata Fire Protection District  
Statement of Cash Flows  
February 2024

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	<u>Feb 24</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	188,564.52
Adjustments to reconcile Net Income to net cash provided by operations:	
1200 · ACCOUNTS RECEIVABLE	3,337.50
Acct. Recv. - County Treasury	-572,528.95
2000 · ACCOUNTS PAYABLE	62,907.93
US BANK	-8,694.59
US BANK:Emmons	577.31
US BANK:J. McDonald	3,281.78
US BANK:Lillard	905.50
US BANK:Manousos	1,518.73
US BANK:Rheinschmidt	373.94
US BANK:Schuette	1,627.38
2100 · Payroll Liabilities	5,467.55
2100 · Payroll Liabilities:457 Deduction	4,000.00
2100 · Payroll Liabilities:CA Withholding	4,886.86
2100 · Payroll Liabilities:Federal Withholding	9,470.46
2100 · Payroll Liabilities:Medicare - Both	2,727.56
2100 · Payroll Liabilities:Social Security - Both	366.96
2100 · Payroll Liabilities:Survivor Benefit	22.32
	<hr/>
Net cash provided by Operating Activities	-291,187.24
	<hr/>
Net cash increase for period	-291,187.24
	<hr/>
Cash at beginning of period	8,355,297.11
	<hr/>
Cash at end of period	<u><u>8,064,109.87</u></u>

**Arcata Fire Protection District**  
**Balance Sheet**  
 As of February 29, 2024

	<b>Feb 29, 24</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
CalTRUST	1,483,757.56
CCCU Checking	599,041.87
CCCU Liquid Assets	118,657.80
CCCU Savings	66.98
Contingency Fund	268,929.57
County Treasury	4,741,324.33
PERS Contingency Fund	366,349.56
Vehicle Replacement Fund	485,982.20
<b>Total Checking/Savings</b>	<b>8,064,109.87</b>
Accounts Receivable	
1200 · ACCOUNTS RECEIVABLE	8,057.97
<b>Total Accounts Receivable</b>	<b>8,057.97</b>
<b>Other Current Assets</b>	
Acct. Recv. - County Treasury	614,194.31
Interest Receivable	15,000.00
Prepaid Expense	21,606.18
<b>Total Other Current Assets</b>	<b>650,800.49</b>
<b>Total Current Assets</b>	<b>8,722,968.33</b>
<b>Fixed Assets</b>	
Accumulated Depreciation	-2,505,291.00
Buildings & Improvements	2,395,484.62
Equipment	3,597,743.56
Land	224,630.00
<b>Total Fixed Assets</b>	<b>3,712,567.18</b>
<b>Other Assets</b>	
Deferred Outflows - OPEB	1,178,335.00
Deferred Outflows - PENSION	4,376,216.00
<b>Total Other Assets</b>	<b>5,554,551.00</b>
<b>TOTAL ASSETS</b>	<b>17,990,086.51</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
2000 · ACCOUNTS PAYABLE	121,785.30
<b>Total Accounts Payable</b>	<b>121,785.30</b>
<b>Credit Cards</b>	
US BANK	9,544.54
<b>Total Credit Cards</b>	<b>9,544.54</b>

Arcata Fire Protection District  
**Balance Sheet**  
As of February 29, 2024

	<u>Feb 29, 24</u>
<b>Other Current Liabilities</b>	
Suspense	-1,985.38
Accounts Payable 2	21,606.18
Accrued Expenses - OTHER	33,011.08
Accrued Interest Expense	58,542.11
Compensation Time Off (CTO)	32,458.40
<b>WAGES PAYABLE</b>	52,884.91
<b>2100 · Payroll Liabilities</b>	
457 Deduction	4,000.00
CA Withholding	4,886.86
Federal Withholding	9,470.46
Medicare - Both	2,727.56
Social Security - Both	366.96
Survivor Benefit	43.71
2100 · Payroll Liabilities - Other	12,159.56
<b>Total 2100 · Payroll Liabilities</b>	<u>33,655.11</u>
<b>Total Other Current Liabilities</b>	<u>230,172.41</u>
<b>Total Current Liabilities</b>	361,502.25
<b>Long Term Liabilities</b>	
West America Bank - Engine loan	634,618.89
Accrued Employee Benefits	123,790.80
Deferred Inflows - OPEB	3,843,418.00
Deferred Inflows - PENSION	3,947,843.00
Net Pension Liability	2,704,068.00
OPEB Liability	8,414,987.00
Webster Bank	4,493,000.00
<b>Total Long Term Liabilities</b>	<u>24,161,725.69</u>
<b>Total Liabilities</b>	24,523,227.94
<b>Equity</b>	
32000 · *Retained Earnings	-41,900.97
Investment in Fixed Assets	3,077,948.29
3900 · RETAINED EARNINGS	-10,533,674.63
Net Income	964,485.88
<b>Total Equity</b>	<u>-6,533,141.43</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>17,990,086.51</u></u>

## Arcata Fire Protection District Expenses by Vendor Detail

February 2024

Type	Date	Memo	Account	Amount	Balance
<b>ACCESS HUMBOLDT</b>					
Bill	02/01/2024	Board meeting...	5230.11 · Public Out...	137.50	137.50
Bill	02/22/2024	Post productio...	5180 · Professional ...	55.00	192.50
Bill	02/22/2024	Post Meeting ...	5180 · Professional ...	55.00	247.50
Total ACCESS HUMBOLDT				247.50	247.50
<b>ALEX MANOUSOS</b>					
Bill	02/06/2024	EMT Recertifi...	5230.6 · Certifications	77.00	77.00
Total ALEX MANOUSOS				77.00	77.00
<b>ALYSSA M ALVAREZ</b>					
Bill	02/22/2024	Reimburseme...	5250.1 · Fuel	26.06	26.06
Total ALYSSA M ALVAREZ				26.06	26.06
<b>AMAZON</b>					
Credit Card Charge	02/12/2024	Dumbbell rack...	5230.10 · Health & ...	129.29	129.29
Credit Card Charge	02/28/2024	WIRELESS K...	5170.1 · Office Suppl...	24.77	154.06
Credit Card Charge	02/28/2024	Blue pens, cal...	5170.1 · Office Suppl...	81.41	235.47
Credit Card Charge	02/29/2024	Inbox zip ties ...	Mad River Station	40.48	275.95
Total AMAZON				275.95	275.95
<b>ARCATA POLICE</b>					
Bill	02/13/2024	Livescan x 2 ...	5180.4 · Background...	168.00	168.00
Total ARCATA POLICE				168.00	168.00
<b>ARCATA PROF. FIREFIGHTERS, LOCAL 4981</b>					
Bill	02/29/2024	(2) DISTRICT ...	5050.1 · Uniforms	38.00	38.00
Total ARCATA PROF. FIREFIGHTERS, LOCAL 4981				38.00	38.00
<b>ARCATA VOLUNTEER FIREFIGHTERS ASSOC.</b>					
Bill	02/01/2024	March Rent	5210.1 · 631 9th Street	10,000.00	10,000.00
Total ARCATA VOLUNTEER FIREFIGHTERS ASSOC.				10,000.00	10,000.00
<b>ARCO</b>					
Credit Card Charge	02/16/2024	Rental car fuel	5250.1 · Fuel	29.21	29.21
Total ARCO				29.21	29.21
<b>AT&amp;T- CAL NET 3</b>					
Bill	02/22/2024	01/19/24 to 02...	5060.1 · Phones - La...	187.07	187.07
Total AT&T- CAL NET 3				187.07	187.07
<b>AT&amp;T MOBILITY (FIRSTNET)</b>					
Credit Card Charge	02/23/2024	Cellphones an...	5060.1 · Phones - La...	327.13	327.13
Total AT&T MOBILITY (FIRSTNET)				327.13	327.13
<b>BDI EXPRESS (MUNNELL &amp; SHERILL)</b>					
Bill	02/26/2024	10 bags of ab...	Mad River Station	313.98	313.98
Total BDI EXPRESS (MUNNELL & SHERILL)				313.98	313.98
<b>BRANDON JOHNSON</b>					
Bill	02/22/2024	EMT recertific...	5230.6 · Certifications	77.00	77.00
Total BRANDON JOHNSON				77.00	77.00



**Arcata Fire Protection District**  
**Expenses by Vendor Detail**  
February 2024

Type	Date	Memo	Account	Amount	Balance
<b>CAL PERS</b>					
Liability Check	02/16/2024	Employer Con...	5020.1 · CalPERS R...	25,262.35	25,262.35
Total CAL PERS				25,262.35	25,262.35
<b>CAL PLUMBING &amp; FIRE SUPPRESSION, INC</b>					
Bill	02/21/2024	Water leak rep...	Mad River Station	722.11	722.11
Total CAL PLUMBING & FIRE SUPPRESSION, INC				722.11	722.11
<b>CalPERS 457 PLAN</b>					
Liability Check	02/16/2024	Employer Mat...	5010.5 · Deferred Co...	2,800.00	2,800.00
Total CalPERS 457 PLAN				2,800.00	2,800.00
<b>CENTRAL AVENUE SERVICE CENTER</b>					
Bill	02/12/2024	Diagnosis & R...	212 · 2015 Spark	434.24	434.24
Total CENTRAL AVENUE SERVICE CENTER				434.24	434.24
<b>CHEVRON</b>					
Credit Card Charge	02/09/2024	Fuel	5250.1 · Fuel	37.12	37.12
Credit Card Charge	02/21/2024	Fuel for U820...	5250.1 · Fuel	79.95	117.07
Credit Card Charge	02/29/2024	FUEL FOR P...	5250.1 · Fuel	92.46	209.53
Total CHEVRON				209.53	209.53
<b>CHRIS EMMONS</b>					
Bill	02/06/2024	Vision reimbur...	5030.4 · Dental, Visi...	35.00	35.00
Total CHRIS EMMONS				35.00	35.00
<b>CITY OF ARCATA</b>					
Bill	02/07/2024	Includes now r...	Mad River Station	445.33	445.33
Bill	02/28/2024	Service Period...	Arcata Staton	156.13	601.46
Total CITY OF ARCATA				601.46	601.46
<b>COASTAL BUSINESS SYSTEMS, INC</b>					
Bill	02/05/2024	Copier, printer...	5200.1 · Copier	608.01	608.01
Total COASTAL BUSINESS SYSTEMS, INC				608.01	608.01
<b>COMMERCIAL CORNER GUARDS</b>					
Credit Card Charge	02/05/2024	Wall and corn...	Mad River Station	164.66	164.66
Total COMMERCIAL CORNER GUARDS				164.66	164.66
<b>CSDA</b>					
Credit Card Charge	02/16/2024	Board Secreta...	5250.4 · Conference/...	500.00	500.00
Total CSDA				500.00	500.00
<b>CUMMINS SALES AND SERVICE</b>					
Bill	02/06/2024	Missing coola...	116 · 2022 Pierce	1,141.78	1,141.78
Bill	02/16/2024	Replace trans...	106 · 1998 Central S...	3,181.70	4,323.48
Total CUMMINS SALES AND SERVICE				4,323.48	4,323.48
<b>DAILY DISPATCH</b>					
Credit Card Charge	02/22/2024	Round 2 AC A...	5230.7 · Recruitment	405.00	405.00
Total DAILY DISPATCH				405.00	405.00

**Arcata Fire Protection District  
Expenses by Vendor Detail**

February 2024

Type	Date	Memo	Account	Amount	Balance
<b>EAGLE ENGRAVING</b>					
Credit Card Charge	02/28/2024	Officer OTY T...	5230.9 · Recognition...	194.00	194.00
Total EAGLE ENGRAVING				194.00	194.00
<b>ENTERPRISE</b>					
Bill	02/16/2024	Rental car	5250 · Transportatio...	49.13	49.13
Bill	02/29/2024	Rental vehicle...	5250.4 · Conference/...	49.13	98.26
Total ENTERPRISE				98.26	98.26
<b>EUREKA RUBBER STAMP</b>					
Credit Card Charge	02/13/2024	Locker tags a...	5160 · Miscellaneous...	39.58	39.58
Total EUREKA RUBBER STAMP				39.58	39.58
<b>FDAC</b>					
Bill	02/26/2024	2024 Annual ...	5250.4 · Conference/...	445.00	445.00
Total FDAC				445.00	445.00
<b>FIRE RISK MANAGEMENT SERVICES</b>					
Bill	02/14/2024	March	5030.4 · Dental, Visi...	3,772.78	3,772.78
Total FIRE RISK MANAGEMENT SERVICES				3,772.78	3,772.78
<b>FLEETPRIDE</b>					
Bill	02/05/2024	M5 Lite kit	108 · 2007 Ferrara	23.60	23.60
Bill	02/15/2024	3/4" manual n...	Mad River Station	96.18	119.78
Total FLEETPRIDE				119.78	119.78
<b>GLASWELDER</b>					
Bill	02/22/2024	Windshield re...	214 · 2020 Chevy 15...	90.00	90.00
Total GLASWELDER				90.00	90.00
<b>GLOBAL FUELING</b>					
Credit Card Charge	02/29/2024	Fuel dispense...	Mad River Station	41.23	41.23
Total GLOBAL FUELING				41.23	41.23
<b>HENSELS</b>					
Bill	02/05/2024	Painting suppli...	Mad River Station	67.17	67.17
Bill	02/05/2024	Tape measure...	Mad River Station	17.34	84.51
Bill	02/23/2024	Wastebaskets...	Mad River Station	86.78	171.29
Bill	02/23/2024	Paint supplies	5130.1 · General Str...	21.67	192.96
Total HENSELS				192.96	192.96
<b>HUMBOLDT BAY FIRE</b>					
Bill	02/22/2024	Turnouts Butler	5050.3 · PPE - Struc...	3,000.00	3,000.00
Total HUMBOLDT BAY FIRE				3,000.00	3,000.00
<b>HUMBOLDT SANITATION</b>					
Bill	02/08/2024	January garba...	McKinleyville Station	270.70	270.70
Bill	02/09/2024	garbage	McKinleyville Station	14.00	284.70
Total HUMBOLDT SANITATION				284.70	284.70

**Arcata Fire Protection District**  
**Expenses by Vendor Detail**  
February 2024

Type	Date	Memo	Account	Amount	Balance
<b>INFINITE CONSULTING SERVICES</b>					
Bill	02/06/2024	February contr...	5180.8 · IT	2,510.00	2,510.00
Bill	02/06/2024	New PC for R....	5310.3 · Computers ...	2,825.28	5,335.28
Bill	02/28/2024	Sophos Prote...	5170.3 · Software	1,407.60	6,742.88
Total INFINITE CONSULTING SERVICES				6,742.88	6,742.88
<b>JACKSON &amp; EKLUND</b>					
Bill	02/09/2024	W-2, W-3, 109...	5180.6 · Accountant ...	390.00	390.00
Total JACKSON & EKLUND				390.00	390.00
<b>JASON AKANA</b>					
Bill	02/08/2024	Travel Reimbu...	5250.3 · Per Diem R...	445.41	445.41
Total JASON AKANA				445.41	445.41
<b>JGPR ACADEMY</b>					
Credit Card Charge	02/21/2024	PIO TRaining ...	5230.14 · Staff Traini...	398.00	398.00
Total JGPR ACADEMY				398.00	398.00
<b>L.N. CURTIS AND SONS</b>					
Bill	02/23/2024	Turnouts	5050.3 · PPE - Struc...	35,582.21	35,582.21
Total L.N. CURTIS AND SONS				35,582.21	35,582.21
<b>LIEBERT CASSIDY WHITMORE</b>					
Bill	02/26/2024	Legal Service...	5180.1 · Legal	870.00	870.00
Total LIEBERT CASSIDY WHITMORE				870.00	870.00
<b>LIGHTHOUSE UNIFORM</b>					
Credit Card Charge	02/13/2024	Shipping for gr...	5050.1 · Uniforms	9.55	9.55
Total LIGHTHOUSE UNIFORM				9.55	9.55
<b>MARCUS LILLARD</b>					
Bill	02/06/2024	EMT Recertifi...	5230.6 · Certifications	77.00	77.00
Total MARCUS LILLARD				77.00	77.00
<b>MARK A. CLEMENTI, PH.D</b>					
Bill	02/01/2024	Pre-employme...	5180.4 · Background...	774.00	774.00
Total MARK A. CLEMENTI, PH.D				774.00	774.00
<b>MCK. COMM. SERVICES DISTRICT</b>					
Bill	02/14/2024	McK Service ...	McKinleyville Station	197.02	197.02
Bill	02/22/2024	McK DCV Ser...	McKinleyville Station	25.76	222.78
Total MCK. COMM. SERVICES DISTRICT				222.78	222.78
<b>MCKINLEYVILLE ACE HARDWARE</b>					
Bill	02/22/2024	Gas valve repl...	Mad River Station	4.95	4.95
Total MCKINLEYVILLE ACE HARDWARE				4.95	4.95
<b>MCKINLEYVILLE CHAMBER OF COMMERCE</b>					
Bill	02/06/2024	2024 Member...	Chamber of Commer...	82.00	82.00
Total MCKINLEYVILLE CHAMBER OF COMMERCE				82.00	82.00

## Arcata Fire Protection District Expenses by Vendor Detail

February 2024

Type	Date	Memo	Account	Amount	Balance
<b>MIDAMERICA HRA</b>					
Bill	02/15/2024	March Retiree...	5030.2 · Health (Reti...	23,576.70	23,576.70
Total MIDAMERICA HRA				23,576.70	23,576.70
<b>MOORE'S SLEEP WORLD</b>					
Credit Card Charge	02/09/2024	Box spring	McKinleyville Station	193.87	193.87
Credit Card Credit	02/09/2024	Warranty refund	McKinleyville Station	-75.95	117.92
Total MOORE'S SLEEP WORLD				117.92	117.92
<b>NAPA AUTO PARTS</b>					
Bill	02/01/2024	Turn signal bulb	214 · 2020 Chevy 15...	2.84	2.84
Bill	02/02/2024	Turn signal bulb	214 · 2020 Chevy 15...	2.84	5.68
Total NAPA AUTO PARTS				5.68	5.68
<b>NATHANIEL PADULA</b>					
Bill	02/06/2024	EMT Recertifi...	5230.6 · Certifications	77.00	77.00
Total NATHANIEL PADULA				77.00	77.00
<b>NATIONAL MINORITY UPDATE</b>					
Credit Card Charge	02/20/2024	Additional adv...	5230.7 · Recruitment	195.00	195.00
Total NATIONAL MINORITY UPDATE				195.00	195.00
<b>NETC GUEST SERVICES</b>					
Credit Card Charge	02/06/2024	Meal ticket NF...	5250.3 · Per Diem R...	612.24	612.24
Credit Card Charge	02/06/2024	Meal ticket NF...	5250.3 · Per Diem R...	612.24	1,224.48
Credit Card Charge	02/06/2024	Meal ticket NF...	5250.3 · Per Diem R...	612.24	1,836.72
Credit Card Charge	02/06/2024	Meal ticket NF...	5250.3 · Per Diem R...	612.24	2,448.96
Total NETC GUEST SERVICES				2,448.96	2,448.96
<b>OFFICE DEPOT</b>					
Bill	02/09/2024	Sponges	Arcata Station	12.38	12.38
Bill	02/09/2024	Trashbags, pi...	Arcata Station	132.81	145.19
Bill	02/09/2024	Dishwasher ta...	Arcata Station	38.70	183.89
Bill	02/13/2024	Air freshener, ...	Mad River Station	136.40	320.29
Total OFFICE DEPOT				320.29	320.29
<b>OPTIMUM</b>					
Bill	02/06/2024	01-04-24 to 02...	5060.5 · Cable TV & ...	1,122.59	1,122.59
Bill	02/06/2024	02-04-24 to 03...	5060.5 · Cable TV & ...	1,122.59	2,245.18
Total OPTIMUM				2,245.18	2,245.18
<b>PACIFIC GAS AND ELECTRIC</b>					
Bill	02/01/2024	Service Period...	McKinleyville Station	1,766.78	1,766.78
Bill	02/08/2024	Service period...	Arcata Station	1,615.54	3,382.32
Bill	02/21/2024	Billing period ...	Mad River Station	551.84	3,934.16
Total PACIFIC GAS AND ELECTRIC				3,934.16	3,934.16
<b>PERS / HEALTH</b>					
Bill	02/15/2024	Active Employ...	5030.1 · Health (Curr...	44,277.26	44,277.26
Bill	02/15/2024	Retiree Premi...	5030.2 · Health (Reti...	3,740.82	48,018.08
Bill	02/15/2024	Active Employ...	5030.1 · Health (Curr...	141.69	48,159.77
Bill	02/15/2024	Retiree Admin...	5030.3 · Retiree Hea...	87.42	48,247.19
Total PERS / HEALTH				48,247.19	48,247.19

## Arcata Fire Protection District Expenses by Vendor Detail

February 2024

Type	Date	Memo	Account	Amount	Balance
<b>POST HASTE</b>					
Credit Card Charge	02/14/2024	Shipping Light...	5170.2 · Postage	12.98	12.98
Total POST HASTE				12.98	12.98
<b>PPG PAINTS</b>					
Bill	02/14/2024	Paint	Mad River Station	265.19	265.19
Total PPG PAINTS				265.19	265.19
<b>PROFESSIONAL IMAGE</b>					
Credit Card Charge	02/26/2024	Name plates a...	5050.6 · Shields & B...	81.65	81.65
Total PROFESSIONAL IMAGE				81.65	81.65
<b>RECOLOGY</b>					
Bill	02/06/2024	January garba...	Mad River Station	71.99	71.99
Bill	02/06/2024	January Garb...	Arcata Station	71.99	143.98
Total RECOLOGY				143.98	143.98
<b>REDWOOD COAST FUELS (RELADYNE)</b>					
Bill	02/05/2024	25 gallons	Gasoline	115.91	115.91
Bill	02/05/2024	211 gallons	Diesel	1,003.30	1,119.21
Bill	02/05/2024	Tax	Mad River Station	168.42	1,287.63
Bill	02/06/2024	150 gallons	McKinleyville Station	821.75	2,109.38
Bill	02/09/2024	62 gallons	Diesel	370.79	2,480.17
Bill	02/09/2024	76 gallons	McKinleyville Station	449.68	2,929.85
Total REDWOOD COAST FUELS (RELADYNE)				2,929.85	2,929.85
<b>SHASTA COLLEGE</b>					
Credit Card Charge	02/14/2024	Company Offi...	5250.4 · Conference/...	232.50	232.50
Credit Card Charge	02/22/2024	CO 2C, 2D an...	5250.4 · Conference/...	673.00	905.50
Total SHASTA COLLEGE				905.50	905.50
<b>SHOLES OVERHEAD DOOR</b>					
Bill	02/07/2024	Service call an...	McKinleyville Station	137.00	137.00
Total SHOLES OVERHEAD DOOR				137.00	137.00
<b>SPECIALTY FOREIGN AUTO</b>					
Bill	02/14/2024	Spark plugs, c...	214 · 2020 Chevy 15...	1,482.27	1,482.27
Total SPECIALTY FOREIGN AUTO				1,482.27	1,482.27
<b>STEFAN RHEINSCHMIDT</b>					
Bill	02/06/2024	EMT Recertifi...	5230.6 · Certifications	77.00	77.00
Total STEFAN RHEINSCHMIDT				77.00	77.00
<b>SUNOCO</b>					
Credit Card Charge	02/25/2024	Fuel for van N...	5250.1 · Fuel	52.10	52.10
Total SUNOCO				52.10	52.10
<b>TARGET SOLUTIONS LEARNING LLC</b>					
Bill	02/06/2024	Vector Sched...	Scheduling Program	2,908.00	2,908.00
Total TARGET SOLUTIONS LEARNING LLC				2,908.00	2,908.00

**Arcata Fire Protection District**  
**Expenses by Vendor Detail**  
 February 2024

Type	Date	Memo	Account	Amount	Balance
<b>THE MITCHELL LAW FIRM, LLP</b>					
Bill	02/06/2024	Assessment a...	5180.1 · Legal	647.50	647.50
Total THE MITCHELL LAW FIRM, LLP				647.50	647.50
<b>THE STANDARD</b>					
Bill	02/22/2024	March LTD	5030.6 · Long Term ...	696.00	696.00
Total THE STANDARD				696.00	696.00
<b>TONY FREEMAN</b>					
Bill	02/06/2024	EMT Recertifi...	5230.6 · Certifications	77.00	77.00
Total TONY FREEMAN				77.00	77.00
<b>TRACTOR SUPPLY</b>					
Credit Card Charge	02/08/2024	Floor mats for ...	5230.10 · Health & ...	256.02	256.02
Credit Card Charge	02/27/2024	GPI Auto unle...	5370.4 · Small Tools	151.89	407.91
Total TRACTOR SUPPLY				407.91	407.91
<b>TRINITY DIESEL</b>					
Bill	02/20/2024	Faulty electrical	117 · 2004 WestMark	533.95	533.95
Total TRINITY DIESEL				533.95	533.95
<b>UNITED STATES POSTAL SERVICE</b>					
Credit Card Charge	02/16/2024	2 rolls of stamps	5170.2 · Postage	136.00	136.00
Total UNITED STATES POSTAL SERVICE				136.00	136.00
<b>VALLEY PACIFIC (RENNER)</b>					
Credit Card Charge	02/26/2024	FUEL FOR C...	5250.1 · Fuel	46.31	46.31
Credit Card Charge	02/26/2024		5250.1 · Fuel	0.00	46.31
Credit Card Charge	02/26/2024	FUEL FOR C...	5250.1 · Fuel	27.09	73.40
Total VALLEY PACIFIC (RENNER)				73.40	73.40
<b>WITMER PUBLIC SAFETY GROUP</b>					
Credit Card Charge	02/05/2024	Badges, Shiel...	5050.6 · Shields & B...	1,259.38	1,259.38
Total WITMER PUBLIC SAFETY GROUP				1,259.38	1,259.38
<b>TOTAL</b>				<b>195,704.55</b>	<b>195,704.55</b>

EMPLOYMENT AGREEMENT BETWEEN  
ARCATA FIRE PROTECTION DISTRICT  
AND FIRE CHIEF CHRISTOPHER EMMONS

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**EMPLOYMENT AGREEMENT BETWEEN  
ARCATA FIRE PROTECTION DISTRICT  
AND FIRE CHIEF CHRISTOPHER EMMONS**

This Fire Chief Employment Agreement (“AGREEMENT”), is made and entered into by and between the Arcata Fire Protection District (“DISTRICT”) and CHRISTOPHER EMMONS (“EMPLOYEE”). The DISTRICT and EMPLOYEE may each sometimes be referred to hereafter as “Party” or jointly as “Parties”.

**WHEREAS**, the DISTRICT has employed the EMPLOYEE since August 15, 2022; and

**WHEREAS**, the DISTRICT desires to employ the EMPLOYEE as Fire Chief for the DISTRICT pursuant to the authority as set forth in applicable state law, including, but not limited to, Health and Safety Code § 13861; and

**WHEREAS**, the DISTRICT and the EMPLOYEE desire to set forth in the AGREEMENT each of the terms, conditions, and benefits of such employment; and

**WHEREAS**, the EMPLOYEE desires to accept employment as the Fire Chief.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Parties agree as follows:

**Article I. DUTIES & RESPONSIBILITIES**

- A. The EMPLOYEE will be employed as the Fire Chief of the DISTRICT or in such other official capacities as the BOARD may, from time to time, designate. The Fire Chief serves as the DISTRICT’s chief executive officer and reports directly to the DISTRICT’s Board of Directors (“BOARD”).
- B. The EMPLOYEE will do and perform all services, acts, functions and duties necessary or advisable to manage and conduct the affairs of the DISTRICT, as provided for and specified in the DISTRICT’s “Fire Chief Job Description”, set forth in Exhibit A and which is incorporated herein as if set forth in full, and as directed or authorized by the BOARD.
- C. The EMPLOYEE will devote his full time, energy and attention to the Fire Chief position and agrees to perform the functions and duties of Fire Chief to the best of his abilities. The EMPLOYEE will generally work normal office hours Monday through Friday, from 08:00 to 17:00, with one paid hour for lunch. Such normal hours may vary as the EMPLOYEE may be required as Fire Chief to perform duties and responsibilities outside



the normal business hours of the DISTRICT, such as attendance at each meeting of the BOARD and other meetings or events, which may be required by the DISTRICT. The EMPLOYEE shall also be able to be reached and be available to respond during other hours, as necessary to perform the continuing duties of the position.

- D. The DISTRICT and its BOARD members will oversee the administrative services of the DISTRICT only through the Fire Chief, except for purposes of inquiry into performance of the EMPLOYEE, and neither the BOARD nor any member thereof will give orders to any subordinate of the Fire Chief.

## **Article II. TERM OF EMPLOYMENT**

### **Section 2.01 INITIAL TERM**

- A. The CONTRACT shall become effective when signed by both Parties. The term of this CONTRACT is five (5) years measured from the effective date.
- B. The EMPLOYEE's employment as Fire Chief shall commence on or before August 2, 2024 unless the Parties agree otherwise in writing. If the EMPLOYEE intends to resign at any time before the expiration of the term of this CONTRACT, he shall notify the DISTRICT in writing at least 90 days before the date he intends to cease employment. If the EMPLOYEE fails to provide such notice or if the EMPLOYEE otherwise terminates his employment with the DISTRICT, the EMPLOYEE shall be entitled to no severance payment other than earned leave balances.

### **Section 2.02 EXTENDED TERM**

- A. The Employee shall notify the DISTRICT in writing no more than 180 and no less than 90 calendar days before expiration of the contract term of his intent to renew or not to renew this CONTRACT. If the EMPLOYEE fails to notify the DISTRICT in writing or notifies the DISTRICT that he does not intend to renew, then this CONTRACT shall expire automatically after five (5) years after the effective date. If the EMPLOYEE notifies the DISTRICT that he wishes to renew, the DISTRICT shall notify the EMPLOYEE in writing within 30 calendar days thereafter of the DISTRICT's intent whether to extend or not to extend the EMPLOYEE's CONTRACT for an additional two (2) years.

## **Article III. SALARY & PERFORMANCE EVALUATIONS**

### **Section 3.01 SALARY**

- A. The salary range for Fire Chief contains a first step at \$128,964.00 per year and a top step at \$156,757.00 per year. The DISTRICT agrees to pay the EMPLOYEE an initial annualized base salary at the rate of \$128,964.00, payable bi-weekly as earned, EMPLOYEE will be paid at the same time and method as other DISTRICT employees are paid. EMPLOYEE'S pay is subject to all legal required withholdings and optional deduction of any sums as

may be agreed upon between EMPLOYEE and the DISTRICT. The EMPLOYEE is only entitled to the salary that the EMPLOYEE earned each pay period, based upon the time period in which he was employed in the Fire Chief position.

- B. This is a Federal Fair Labor Standards Act exempt position, and the EMPLOYEE will not be entitled to overtime compensation.

### Section 3.02 GOAL SETTING & PERFORMANCE EVALUATIONS

- A. The EMPLOYEE will schedule a closed session employee performance evaluation item on the agenda for a Board Director's meeting no later than June 30 each year. EMPLOYEE will schedule this meeting pursuant to applicable provisions of the Ralph M. Brown Act. During this closed session meeting and any necessary follow-up meetings, the BOARD will establish performance goals and objectives that it wishes the EMPLOYEE to address or achieve during the next fiscal year. The BOARD will include these goals and objectives in a written performance evaluation that it will prepare by approximately June 30<sup>th</sup> of each year. The BOARD may, in its discretion, establish a committee to meet with the EMPLOYEE for the purposes of informing the EMPLOYEE about the performance goals and objectives and to discuss the results of the EMPLOYEE'S performance evaluation.
- B. By or about June 30 each year, or at such time as may be mutually agreed by the Parties, the BOARD will meet in closed session with the EMPLOYEE to review and discuss his written performance evaluation. The BOARD will provide the EMPLOYEE with a written summary statement of the evaluations at a reasonable time prior to the closed session meeting and provide the EMPLOYEE an adequate opportunity to discuss his evaluation with the BOARD in closed session. The EMPLOYEE will sign the performance evaluation to acknowledge that he is aware of its contents. The evaluation shall be sealed and marked "Confidential, Authorized Personnel Only", and be placed in the EMPLOYEE's personnel file. The EMPLOYEE's performance will not be classified as "unsatisfactory" for purposes of compensation setting in Article III, Section 3.03 in the absence of a written summary statement making such a determination.

### Section 3.03 MERIT INCREASES

- A. Each year the BOARD will determine if it will increase EMPLOYEE'S salary. The BOARD will determine salary increases based upon EMPLOYEE'S merit as determined in his performance evaluation and upon the District's financial condition. Merit based salary increases will normally be between 5.0% and 15.0% of EMPLOYEE'S current salary. Salary increases for EMPLOYEE need not be delayed or otherwise affected by labor negotiations and labor agreements for any other District staff. However, EMPLOYEE acknowledges and agrees that salary increases are not automatic and are given solely at the BOARD's discretion.

## Article IV. DRIVER LICENSE REQUIREMENT

- A. At all times during the EMPLOYEE's employment with the DISTRICT as Fire Chief, he is required to possess a valid California Driver's License, Class C with Firefighter endorsement.

## Article V. RESIDENT REQUIREMENTS

- A. The EMPLOYEE agrees to reside in a location that allows him a response time of within fifteen (15) minutes to the boundaries of the DISTRICT. Questions about interpretation of response time will be resolved in the BOARD's sole determination. Exceptions to this rule may be granted by the DISTRICT in writing when, in the opinion of the BOARD, conditions warrant such an exception.

## Article VI. BENEFITS

- A. The EMPLOYEE shall be entitled to the employment benefits as set forth in Exhibit "B" hereto, under the same terms and conditions offered to other DISTRICT employees, as such benefit policies are in effect and which may be modified from time to time, and subject to eligibility requirements.

## Article VII. TERMINATION & SEVERANCE

### Section 7.01 EMPLOYMENT AT-WILL

- A. Both the EMPLOYEE and the DISTRICT acknowledge and agree that the employment relationship between the EMPLOYEE and the DISTRICT is "employment at-will"

### Section 7.02 VOLUNTARY RESIGNATION BY THE EMPLOYEE

- A. The EMPLOYEE may end this AGREEMENT and resign from employment with the DISTRICT at any time and for any reason. Though he is under no obligation to do so, as a courtesy to the DISTRICT, the DISTRICT requests that the EMPLOYEE make reasonable efforts to give at least 90 calendar days' advance notice prior to resigning his employment with the DISTRICT.
- B. The EMPLOYEE shall not be entitled to severance pay in the event of his resignation.

### Section 7.03 TERMINATION FOR GOOD CAUSE

- A. The EMPLOYEE's status as Fire Chief and rights under this CONTRACT may be terminated for Good Cause by the DISTRICT, but only by four-fifths (4/5) vote of the DISTRICT's Board of Directors. For "Good Cause" may be defined as a (1) breach of contract, (2) failure to perform the responsibilities as set forth in this agreement, in applicable law, as specified in the DISTRICT's job description for Fire Chief and the DISTRICTS policies and procedures

or (3) medical incapacity to comply with this contract and/or perform the responsibilities summarized in this Section 7.03(A).

- B. Notwithstanding the “at-will” nature of the employment for the position of Fire Chief, the Employee will nonetheless have the rights afforded to him under Government Code section 3254(c). The EMPLOYEE shall receive 45 days’ written notice of such pending action. The EMPLOYEE shall then be entitled to a conference with the Board at which time the EMPLOYEE shall be given a reasonable opportunity to address the Boards concerns. The EMPLOYEE shall have the right to have representation of his choice at the conference with the DISTRICT Board
- C. There shall be no severance pay under this section in the event of termination of employment. However, if the EMPLOYEE is separated for medical reasons, the District will comply with any applicable law providing benefits associated with those medical reasons.

#### Section 7.04 TERMINATION WITHOUT GOOD CAUSE

- A. The EMPLOYEE’s status as Fire Chief and rights under this CONTRACT may be terminated without “Good Cause” by the DISTRICT, but only by four-fifths (4/5) vote of the DISTRICT’s Board of Directors. The EMPLOYEE shall receive 180 days’ written notice. If the DISTRICT elects to exercise its rights under the section and terminate this CONTRACT during its term less than three (3) years after the commencement date, the EMPLOYEE shall have return (bump back) rights as described in Article VII, Section 7.05. If the termination of this CONTRACT under this section is more than three (3) years after the commencement date, the EMPLOYEE shall receive an amount of then current salary and benefits equal to one year, payable monthly.

#### Section 7.05 RETURN RIGHTS

- A. If, at the time of termination, the EMPLOYEE has been working as Fire Chief for the DISTRICT for less than three years, based on the commencement date of employment, the EMPLOYEE shall be entitled to the following return rights, provided that the EMPLOYEE is not being terminated pursuant to Government Code 53243:
  - i. The EMPLOYEE will be re-assigned to a classification equal to that of Assistant Chief.
  - ii. Benefits will remain unchanged.
  - iii. Salary will be frozen until cost-of-living adjustments and/or raises bring that of Assistant Chief, Step 3 (or top step) in the DISTRICT to parity with EMPLOYEES current salary.
  - iv. Seniority would be retained for all past years of service.

- B. For the first three (3) years of this contract, the EMPLOYEE may voluntarily request a demotion from his employment with the DISTRICT. The EMPLOYEE shall give the DISTRICT 60 calendar days advanced notice, unless the Parties agree otherwise. If this situation arises, the provisions of Section 7.05 subsections (1, 2, and 3) will apply. The EMPLOYEE would be placed at the current salary for top step Assistant Chief.
- C. All of Section 7.05 shall terminate three (3) years after the effective date and shall not affect the rest of the provisions of the CONTRACT.

## Article VIII. CONVICTION OF A CRIME

- A. Notwithstanding any provision to the contrary, the EMPLOYEE shall reimburse to the DISTRICT any and all leave salary which may be paid to the EMPLOYEE pending any investigation of the employment related conduct of the EMPLOYEE if the EMPLOYEE is convicted on a crime involving an abuse of his office or position as defined in Government Code 53243.4.<sup>1</sup>
- B. Notwithstanding any provision to the contrary, the EMPLOYEE shall reimburse the DISTRICT and all funds provided for the legal criminal defense of the EMPLOYEE if the EMPLOYEE is convicted of a crime involving the abuse of his office or position as defined in Government code 53243.4.<sup>2</sup>
- C. Notwithstanding any provision to the contrary, the EMPLOYEE shall reimburse the DISTRICT and all cash settlement provided to the EMPLOYEE, which is related to the termination of the EMPLOYEE if the EMPLOYEE is convicted of a crime involving the abuse of his office or position as defined in Government code 53243.4.<sup>3</sup>

## Article IX. INDEMNIFICATION & DEFENSE OF EMPLOYEE

- A. The DISTRICT must, consistent with the provisions of Government Code section 810 *et. seq.*, defend, save and hold harmless, and indemnify the EMPLOYEE against any tort, professional liability, claim or demand of legal action, arising out of an alleged act or omission occurring in the performance of the EMPLOYEE's duties or actions related to his position as Fire Chief. The DISTRICT will provide and pay a full legal defense with an attorney of DISTRICT's choosing to represent the EMPLOYEE's interest. Legal representation provided by the DISTRICT for the EMPLOYEE will extend until final determination of legal action, including all appeals brought by either party, and will be provided under a reservation of rights to not pay any judgment, compromise or settlement if it is established by a judicial decision or jury verdict after completion of all

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<sup>1</sup> California Government Code § 53243

<sup>2</sup> California Government Code § 53243.1

<sup>3</sup> California Government Code § 53243.2

appeals that the claim arose out of an act that fell outside the scope of EMPLOYEE's duties and employment or was the result of a criminal act, or willful or wanton misconduct or the EMPLOYEE.

- B. The DISTRICT will provide and pay all costs of fidelity or other bonds required for the EMPLOYEE.

## **Article X. Firefighters Procedural Bill of Rights Act**

- A. Provisions of the Firefighters Procedural Bill of Rights Act, California Government Code Section 3250 et seq, applicale to employees with the rank of Fire Chief apply to EMPLOYEE.

## **Article XI. NOTICES**

- A. Any notice relating to or required by this AGREEMENT must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or three (3) business days after deposit in the United States mail, certified or registered, return receipt requested with postage prepaid addressed the EMPLOYEE's last known mailing address.
- B. Each party may change address by written notice in accordance with this paragraph.

## **Article XII. GENERAL PROVISIONS**

### **Section 12.01 GOVERNING LAW**

- A. This AGREEMENT, is governed by the laws of the State of California, and the right and obligations of the Parties hereto will be construed and enforced in accordance with the laws of the State of California.

### **Section 12.02 ENTIRE AGREEMENT**

- A. The terms, conditions, conditions, and covenants of this AGREEMENT are intended by the Parties as a final expression of their agreement with respect to such terms, conditions, and covenants as are included in this AGREEMENT and may not be contradicted by evidence of any prior or contemporaneous agreement. This AGREEMENT specifically supersedes any prior written or oral agreements between the Parties.

### **Section 12.03 MODIFICATION**

- A. The AGREEMENT may be modified by mutual written agreement of the Parties.

Section 12.04 NO ASSIGNMENT

A. The EMPLOYEE may not assign or transfer any rights granted or obligations assumed in this AGREEMENT.

Section 12.05 SEVERABILITY

A. If any terms, provisions, conditions, and covenants of this AGREEMENT are held invalid or unenforceable, the remainder of this AGREEMENT will not be affected thereby and remains valid and enforceable to the fullest extent permitted by law.

Section 12.06 SUCCESSOR AGENCY

A. It is the intent of the Parties that, to the extent permitted under the law, this AGREEMENT shall bind any agency which is successor to the DISTRICT.

Article XIII. ORIGINALS

A. This AGREEMENT may be executed in two (2) duplicate originals, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument. This AGREEMENT consists of 8 pages, which constitute the entire understanding and agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the dates written below with the intent to be bound thereby.

"DISTRICT"

"EMPLOYEE"

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Eric Loudenslager, President

BY: \_\_\_\_\_

Christopher Emmons



**Date:** March 12, 2024  
**To:** Board of Directors, Arcata Fire District  
**From:** Measure F Citizen’s Advisory Committee Report (Year 2) Fiscal Year End 2022/23

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**Background:**

Measure F was approved by voters in the September 2020 election.

Measure F was a repeat of the failed ballot Measure R from March 2020, which was based on District needs and financial projections from Fiscal Year 2019/20. At that time, tax revenue was expected to generate \$2.2 million, which would be available to the District in Fiscal Year 2021/22, specifically, the end of January 2022.

In an effort to increase voter acceptance for Measure F, the Arcata Fire Protection District recommended provisions establishing and appointing members to a Citizens Advisory Committee to monitor and provide oversight of the voter-approved special tax funds.

The Measure states that “Upon receipt of the special taxes, the District shall cause those funds to be deposited in a special tax account or such other account established by the District which allows the District to properly account for the special taxes in compliance with the provisions of Government Code Section 50075.1. Funds deposited into this account cannot be used for any other purpose than those outlined in Section 2 of Ordinance 20-20.”

**Section 2 of Ordinance 20-20:** *“The proceeds from this special tax shall be used solely for the purpose of providing fire protection, rescue, and emergency medical services within the District. In particular, the special tax will be used to maintain and improve the current level of community-based fire protection services provided by the District. This includes annual budget support to maintain current firefighter positions, and provide for adequate firefighting equipment, apparatus, and necessary capital improvements, consistent with the needs of the residents of the District and the Fire Protection District Law of 1987.”*

**Committee Purpose:**

The purpose of the Committee shall be to inform the public at least annually in a written report concerning the expenditure of the funds received, or expected to be received, by the District.

In carrying out this purpose the Committee shall:

- Become familiar with current and projected District revenues and expenditures.
- Acknowledge that the Committee shall not have the authority to override, or veto, any District determination to expend or commit funds in a particular manner.
- Ensure that an annual independent financial audit or performance audit is performed that is satisfactory to the Committee.



- Make a determination that 2020 Special Tax (Measure F) are expended only for the purpose established by Ordinance 20-20.
- Advise the public as to whether the District is in compliance with the requirements of Ordinance 20-20.
- Provide an annual report of the findings of the Committee of expenditures from the 2020 Special Tax (Measure F) are compliant with Ordinance 20-20.
- Participate in a public forum reviewing expenditures of funds derived from the 2020 Special Tax (Measure F).
- Work collaboratively with the District staff and Board and members of the public to address potential public concerns about the expenditure of funds derived from the 2020 Special Tax (Measure F).

**Goals from Measure F as presented to the public:**

Specific goals for the funds produced by 2020 Special Tax (Measure F) were publicized:

- Restore eight (8) vacant positions that had been frozen due to budget cuts.
  - Re-open the third fire station to ensure safe and rapid emergency, fire and medical responses.
  - Ensure adequate dollars are applied to the Vehicle Replacement Fund to address aging firefighting equipment as need.
  - Replenish the emergency reserve funds spent over the past three budget cycles to maintain three staffed and operational stations 24/7/365.
- 

**Year 2 (Fiscal Year 22/23) for the 2020 Special Tax**

**Original Proposal for Year 2 (July 2022 - June 2023):**

1. Hire & fill the final 3 firefighter vacancies.
2. Replace high mileage command vehicle.
3. Allocate \$200,000 to the vehicle replacement fund.

With where the District ended FY 21/22 with regards to staffing and equipment needs, the goals for year 2 needed to be revised. Staff, in conjunction with the District Board revised the goals to reflect the following plan.

**Revised Goals for Year 2:**

1. Fill 4 open Captain positions & 1 Engineer position.
2. Replace 1 high mileage command vehicle.
3. Allocate \$200,000 to the Contingency Reserve Fund.
4. Allocate \$200,000 to the Vehicle Replacement Fund.
5. Allocate \$200,000 to the PERS Rate Stabilizations Fund.

**The FY 22/23 Realities**

In reality, significant progress has been made. By August 2022, three Captain positions were filled, and in November 2022, an Engineer position was successfully recruited and hired. The organization purchased a pre-owned pickup to be converted to a command vehicle in February 2023, enabling the retirement of the Chief's high mileage command

vehicle. Furthermore, financial allocations were made in March 2023, with \$200,000 each going to the Contingency Reserve Fund, Vehicle Replacement Fund, and PERS Rate Stabilization Fund.

Additional notable events include the retirement of Assistant Chief Campbell in December 2022, with Assistant Chief Emmons assuming the role. During the same month, a used electric vehicle was acquired through grant funding and placed into service as a Prevention Bureau vehicle. In March 2023, the organization acquired a used Wildland Engine (Type 3), and in April 2023, the new Type 1 Pierce engine was successfully integrated into service. These achievements and adjustments reflect the dynamic nature of the organization's efforts to enhance its capabilities and maintain readiness.

### **Fiscal Year 22/23 Budget**

At the October 10, 2023, Regular Board Meeting, the Board received a presentation of the Fiscal Year End close out for 2022/23. It was reported a positive outcome for the District with \$265,022 in retained revenues. In terms of revenues, the tax revenue and interest aligned with mid-year projections, while an increase in intergovernmental revenue was attributed to an accountant's adjustment for money received post-fiscal year end from the County. Charges for service experienced a boost due to enhanced fee recovery for accidents and prevention services, and miscellaneous revenues saw an increase from the sale of Engine 8216 and Unit 8206.

On the expenditure side, salaries and benefits expenses were notably underspent by 7%, primarily stemming from savings in health care premiums. The calculation, considering all employees as a family of four for cost budgeting, revealed a quarter of employees with lower costs due to dependent coverage. Service and supplies expenses were below projections, ending 12% below mid-year estimates. Despite underspending in most service and supply categories, exceptions included equipment maintenance, membership dues, and utilities.

The Other Expenditures section of the budget, encompassing one-time capital expenses, debt services, and fund transfers to reserve accounts, exceeded mid-year projections by 25%. This increase was driven by capital expenses incurred for the purchase of a new duty pickup, replacement of the Type 3 engine, and the change order costs for the new Type 1 engine. Overall, the fiscal year's financial performance reflects prudent management of resources, with savings in certain areas contributing to the positive retained revenues for the District.

The District generated \$2.2 million in revenue from the 2020 Special Tax. The allocated funds, amounting to \$1.9 million, were utilized for various purposes. Notably, the special tax supported essential personnel positions, including the Assistant Chief, three Fire Captains, and three Engineers. Additionally, it covered the operational expenses associated with the McKinleyville Fire Station and facilitated the acquisition of specified vehicles. Furthermore, half of the sum designated for reserve funds was financed by the 2020 Special Tax. Following these expenditures, there remained slightly over \$120,000 in retained revenues.

The following chart is the draft close out of the Fiscal Year 22/23 budget.

Revenue Sources	General Operating Fund	2006 Benefit Assessment <sup>(1)</sup>	2020 Special Tax <sup>(2)</sup>	Prevention Program <sup>(3)</sup>	Striketeam Reimburse	TOTAL
Tax Revenue	\$2,739,064	-	-	-	-	\$2,739,064
District Assessment & Tax	-	\$1,435,417	\$2,292,939	-	-	\$3,728,356
Interest	\$46,379	-	-	-	-	\$46,379
Intergovernmental	\$109,961	-	-	-	\$7,759	\$117,720
Charges for Service	\$22,805	-	-	\$61,394	-	\$84,199
Other Revenue	\$121,235	-	-	-	-	\$121,235
<b>Total Revenue</b>	<b>\$3,039,443</b>	<b>\$1,435,417</b>	<b>\$2,292,939</b>	<b>\$61,394</b>	<b>\$7,759</b>	<b>\$6,836,952</b>
<b>Expenditures and Appropriations</b>						
Personnel	\$2,629,941	\$623,391	\$618,018	\$86,713	\$771	\$3,958,835
Services & Supplies	\$283,904	\$284,492	\$284,492	\$9,209	\$0	\$862,097
Debt Service	\$128,234	\$128,234	\$259,477	-	-	\$515,946
Capital Expense	-	-	\$224,554	-	-	\$224,554
Operating Fund Transfers	\$371,647	\$62,365	\$576,488	-	-	\$1,010,500
<b>Total Expenditures</b>	<b>\$3,413,727</b>	<b>\$1,098,482</b>	<b>\$1,963,029</b>	<b>\$95,922</b>	<b>\$771</b>	<b>\$6,571,931</b>
<b>Fund Balance</b>	<b>(\$374,284)</b>	<b>\$336,935</b>	<b>\$329,910</b>	<b>(\$34,528)</b>	<b>\$6,988</b>	
				<b>Surplus/(Deficit)</b>		<b>\$265,022</b>

**DISCUSSION:**

On November 16, 2023 and on February 6, 2024, the members of the Citizen’s Advisory Committee met with Chief McDonald and Assistant Chief Emmons. The Chief presented a recap of Measure F and the previous year’s report, with no ensuing questions or comments from the committee members. The committee also reviewed the revised goals and financials for FYE 22/23, deciding to maintain the goals for FY 23/24 as recommended by the staff. There was a recommendation from the committee to put out a press release following the Boards approval of the report which would include the findings and recommendations of the committee.

**FINDINGS:**

We find that the District has expended funds from the 2020 Special Tax for the purpose established by and is in compliance with Ordinance 20-20.

Our estimates of \$2,328,000 is the Districts total dollar value of the 2020 Special Tax. However, the final amount collected by the County was \$2,292,939. The difference is explained by the delinquent property tax payments. We concur that the \$1,963,029 was expended on personnel, vehicles and operational costs as stipulated by the Measure F guidelines.

Goals 1 and 2 set forth by Measure F for Fiscal Year 1 (2021/22) have now been accomplished. All five goals for Fiscal Year 2 (2022/23) have been achieved.

We concur that the District successfully set aside \$576,488 which was distributed among the three reserve funds, vehicle replacement fund, general contingency fund, and the PERS contingency fund.

The unspent revenues amount of \$329,910 has been put in the CalTRUST main liquidity fund as an operational reserve.

The committee recommends the Board maintain additional reserves for staffing to keep the District in a fiscally prudent financial position.

# Travel Request & Expense Reimbursement

## 208.1 PURPOSE AND SCOPE

The purpose of this policy is to describe the procedures by which District employees, volunteers, and Board members may be approved to attend local or overnight seminars, conferences, meetings, and trainings. The policy will also establish procedures, for payment of, and/or reimbursement for District related travel expenses.

## 208.2 POLICY

To be authorized as District approved travel, the requested travel must for District related business and/or beneficial to the members overall personal and professional development.

### 208.2.1 PRE-TRAVEL REQUEST FOR AUTHORIZATION REQUIRED

All travel will have prior approval prior to committing District funds. A written or electronic Request for Travel Authorization form, a reasonable time period (preferably 4 weeks or more), prior to the date of the intended travel. An official announcement, outline, and/or written agenda must be obtained by the requesting member and submitted with the request. The member should identify/describe the lodging arrangements they are requesting by submitting a price quote from the hotel or other adequate documentation.

All shift employees shall submit their requests to their supervising chief officer. For all non-shift employees, volunteers, Board members' travel requests will normally be routed to the Fire Chief for review and consideration. Requests submitted with inadequate lead time for review and authorization may be denied.

### 208.2.2 LEAST COSTLY / MOST EFFICIENT APPROACH

Travel and lodging should be the most efficient and/or least costly as can be reasonably determined by the District, based on the needs of the District, in advance of the travel. If a member obtains District approval for more costly modes of transportation and/or lodging, the District shall only pay for the expenses that the Fire Chief or designee has determined are most efficient and/or least costly to meet the needs of the District.

### 208.2.3 REGISTRATION

The District will pay registration fees for an approved event. A flyer or announcement with registration information must be submitted with the Request for Travel Authorization Form.

### 208.2.4 LODGING

Overnight lodging may be approved for events that are 90 or more miles from the District boundaries. The District will pay GSA lodging rates for the area of travel ([www.gsa.gov/travel/plan-book/per-diem-rates](http://www.gsa.gov/travel/plan-book/per-diem-rates)). However if the District determines that it is

Approved: 3/12/2019	Revised: 03/12/2024
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the best interest for a member to stay at a conference host hotel, the District shall authorize the higher lodging rate. The traveling member shall seek accommodations that are in compliance with the Hotel and Motel Fire Safety Act of 1990 ([www.apps.usfa.fema.gov/hotel/](http://www.apps.usfa.fema.gov/hotel/)).

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Revised: 12/18/2018	
Board President:	Fire Chief:

208.2.5 TRANSPORTATION

The approved mode of transportation shall be the most efficient and/or least costly for the situation, based on the needs of the District, unless the traveling member has been authorized otherwise (the member will normally be required to pay the difference). Included approved travel expenses include common carrier cost, parking, airporter, bridge tolls etc.

Whenever practicable, the District preference is to provide the traveling member with a District vehicle and fuel card (officers should use their district-assigned credit card). Although, if no district vehicle is available or the traveler is seeking special permission to use their private vehicle for travel the District will reimbursement for use of personal vehicles shall be in the form of a per-mile payment based on current IRS Standard Mileage Rates (based on government-estimated costs of fuel, depreciation, lease payments, maintenance, repairs, gasoline taxes, oil, insurance, and vehicle registration fees). Mileage must be documented to be reimbursed. The District will not reimburse for: fuel, fines/penalties/tickets/court costs, accident-related costs, and repairs to personal vehicles.

208.2.6 MEALS & INCIDENTALS

Meal and incidental costs may be approved for events that are 90 or more miles from the District boundaries. Travelers will use the GSA per-diem rates for the travel area for meal costs. Travelers will be required to specifically account for actual meal expenses and if they exceed the GSA rate traveler will be required to pay the difference. Tips may not exceed 15% of the cost of the meal and must be shown on the receipt. Alcoholic beverages are not reimbursable

The amount granted to cover meals will be adjusted to take into account any meals included in the meeting/conferences registration fee.

Incidental Expenses Costs for incidental food items (e.g., bottled water, snacks not provided during breaks) may be claimed for reimbursement if the combined cost of the meals and incidental food items does not exceed the maximum allowable daily amount for incidentals. Actual receipts must also be attached for incidental food items.

The incidental allowance included in the GSA daily per diem rate covers items such as tips for porters, baggage carriers, bellhops, and maids typically incurred when traveling. Incidental items such as cab fare or tolls are not included in the per diem incidental allowance. These types of expenses are reimbursable expenses that the member should submit separately for reimbursements.

208.2.7 RECEIPTS

Original, itemized receipts should be submitted for all reimbursements, including meals. Credit card receipts with no detail except the amount charged shall not be considered itemized receipts and are not adequate documentation by themselves to justify the expense.

The District acknowledges that receipts may not be made available by all vendors during the course of the employee's travel. If a receipt is lost or unavailable, excluding an itemized lodging receipt, the District may reimburse the employee for the expense if the member prepares and

Revised: 12/18/2018	
Board President:	Fire Chief:

submits a written justification memo for the expense to the Fire Chief or designee. The written justification for all items, except meals, must include a description of the expense and the reason a receipt is not available. Written justification is to be used for the occasional missing receipt and is not meant for an aggregation of many undocumented expenses. For meals, the name of the restaurant, date and amount should be included with a statement that the amount listed does not include alcohol. An itemized lodging receipt is required per IRS regulations and District policy; if lost or unavailable, the employee must contact the lodging facility for a duplicate, itemized receipt.

**208.3 AUTHORIZATION PROCEDURE**

The appropriate supervisor shall review the members Request for Travel Authorization paperwork for the purpose/objective of travel. The following shall also be considered in authorizing the request;

- a) Consider the availability of funds, staffing resources, and operational needs of the District
- b) Consider the likely impact of the request (e.g. distance/time resources are away, associated cost) to the District
- c) Ensure the least costly / most efficient approach is used
- d) If applicable, offer an alternative to funding the request with a cost share

**208.4 TRAVELERS RESPONSIBILITIES**

Once a member receives authorization for they are responsible for all applicable reservations for the seminar, conference, meeting, or training.

- If there is a need an early reimbursement of a class tuition, an expense must be submitted to the authorizing supervisor with receipt attached. The authorizing supervisor will approve the report and forward it to the Business Manager for processing and payment

The member will need to arrange for;

- a) Requesting the appropriate time off or shift trade as needed
- b) Completing the lodging reservations
- c) Successfully completing/fulfilling the purpose/objective of their travel (e.g., complete training with a passing grade). Members who fail to satisfactorily complete the purpose/objective of the travel may be subject to discipline
- d) Returning as promptly as reasonably possible to the District when the purpose/objective of the travel is completed, or in accordance with the approved travel schedule as approved by the District.
- e) Ensuring that no contraband (including alcoholic beverages) is transported in a District-owned vehicle.

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- f) Ensuring that no one operates a District-owned vehicle at any time or a privately-owned vehicle while engaged in District-related travel while under the influence of any drug, narcotic, or alcohol.
- g) Promptly reporting to their supervisor any motor vehicle accident, injury, emergency aid, or other significant incident occurring during District-related travel. Any vehicle accident involving anyone with injury or complaint of pain shall be immediately reported to the local law enforcement agency with jurisdiction.
- h) Upon return to the District, promptly preparing and submitting required travel documentation, receipts, and remitting any unspent Travel Advance funds, as described in this policy and/or as directed by an authorized supervisor. As soon as practicable after the member returns to the District, they shall be responsible for organizing and submitting to the authorizing supervisor their expense report with related receipts and written evidence that they successfully fulfilled the purpose/objective of their travel.

**208.4 TRAVEL CANCELLATIONS**

Members shall notify the authorizing supervisor as soon as reasonably practicable after becoming aware that they will not be able to complete the travel for which they have already requested District approval, so that the District may make operational adjustments, cancel travel and/or training reservations, and seek available refunds.

Members who notify the Fire Chief or designee of their intent to cancel less than 10 days prior to the departure date of travel may be required to reimburse the District for any non-refundable costs of the travel and/or training, unless the Fire Chief or designee determines that the cancellation and assumption of related costs by the District are reasonably justifiable.

Cancelling approved travel less than 10 days prior to departure as a matter of the member's personal preference or for unexplained personal reasons is not justifiable. Examples of justifiable cancellations may include, but are not limited to:

- Cancellation of the training or other event that was the reason for the travel
- Cancellation or interruption of the approved mode of travel (e.g., unresolvable flight cancellations, highway closures)
- Unexpected serious illness, injury, or death of the traveler or of a family member
- Emergency needs of the District

If the District cancels the member's travel and/or attendance at training, the member shall not be responsible for personally reimbursing the District for any costs. In such situations, if the member has assumed responsibility for any non-refundable costs, the District shall reimburse the member for those costs.

If a member has received a travel advance, they shall be responsible for refunding the District for all advanced funds except any non-refundable costs for which District payment has been specifically authorized.

Revised: 12/18/2018	
Board President:	Fire Chief:



# District Business

**Date:** March 12, 2024  
**To:** Board of Directors, Arcata Fire District  
**From:** Justin McDonald, Fire Chief  
**Subject:** Approve the Purchase of a New Engine from Golden State Fire Apparatus and Authorize the Fire Chief to Sign the Agreement

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**DISCUSSION:**

District staff received notice from the Humboldt Area Foundation that the District would be the recipient of a grant from the Orvamae Emmerson Endowment Fund. The grant is for the purchase of a new fire engine and will be in the amount of \$130,000 for seven years. The total value of the grant is \$910,000. **Attachment 1** is the letter received from the Humboldt Area Foundation that outlines the benchmarks the District will need to make as part of the grant process.

Staff has reached out to Golden State Fire Apparatus (GSFA) for information regarding the purchase of a similar engine to the 2022 Pierce Enforcer. Pierce is a preferred vendor as the contract is part of the Sourcewell group purchasing program which allows the District to bypass conducting a bid process and use an existing publicly bid contract. GSFA advised that we have two viable options that would keep the price in the amount of the grant.

The proposal from GSFA utilizes the exact same specification as the last Pierce with no changes and gives a premium spot in the construction build timeline of 29 months with a contract price of \$906,863.18. **Attachment 2** is the proposal and contract from GSFA. The pricing is valid until March 29, at which point we would miss our opportunity for the premium build time and will place the District in a position that it will be forced to purchase an apparatus with new emission standards, a higher price tag, and a 43 month build time.

Given that the GSFA pricing is based on a 100% prepayment to receive an 8% discount, the District will need to secure financing to complete the purchase.

**RECOMMENDATION:**

Staff recommends the Board consider the information provided, take public comment, discuss, approve the purchase of a new fire engine and authorize the Chief to sign the contract with Golden State Fire Apparatus.

**FINANCIAL IMPACT:**

- No Fiscal Impact/Not Applicable
- Included in Budget:
- Additional Appropriation Requested: To purchase the vehicle, financing will be needed to purchase
- Unknown/Not Yet Identified

**ALTERNATIVES:**

1. Board discretion

**ATTACHMENTS:**

- Attachment 1 – Humboldt Area Foundation Grant Award Letter
- Attachment 2 – Proposal from Golden State Fire

February 29, 2024

Justin McDonald  
 Arcata Fire District  
 2149 Central Ave  
 McKinleyville, CA 95519

Dear Justin,

It is my pleasure to inform you that the Humboldt Area Foundation + Wild Rivers Community Foundation has approved a grant to Arcata Fire District of \$910,000 from the Orvamae Emmerson Endowment Fund, a fund of the Foundation, to assist with the purchase of a new fire truck. The grant will be paid out over 7 years, in installments of \$130,000 per year. Payment of each installment is contingent on meeting the annual benchmarks as outlined below. By the end of each year, please submit documentation of completion of the appropriate annual benchmark, along with a 1-page narrative report updating us on the status of the program.

- **Benchmark 1 – to be completed by 2/1/25**
  - Amass 100% of capital for purchase
    - Arcata Fire will provide confirmation of secured funding
- **Benchmark 2 – to be completed by 2/1/26**
  - Submit order for fire truck
    - Arcata Fire will provide proof of purchase
- **Benchmark 3 – to be completed by 2/1/27**
  - Confirmation of manufacturer status
    - Arcata Fire will provide documentation, i.e. progress report from company
- **Benchmark 4 – to be completed by 2/1/28**
  - Confirmation of Delivery date within 12-24 months
    - Arcata Fire will provide proof of documentation
- **Benchmark 5 – to be completed by 2/1/29**
  - Firetruck delivery confirmation
    - Arcata Fire will provide confirmation
- **Benchmark 6 – to be completed by 2/1/30**
  - Recognition of Orvamae Emmerson on Firetruck.
    - For example, “Funded by the Orvamae Emmerson Endowment Fund”
- **Final Grant Report Narrative – to be completed by 3/1/31**

At the end of the grant period, the Arcata Fire District will provide a final grant report narrative. The report narrative should speak to the impact of this grant and to the following details:

- Firetruck has responded to at least 100 calls

- Identification of services met, etc.
- Statistics of cardiac events responded to with the new vehicle.

Additional conditions of the grant:

1. Arcata Fire District (herein referred to as ‘grantee’) shall expend grant funds in accordance with the description provided in your grant proposal and as set forth in this grant letter and agreement. Any change in the use of these funds will require prior approval by Humboldt Area Foundation + Wild Rivers Community Foundation. Requests for changes must be submitted in writing. If the revisions are not accepted or funds are not expended for the purpose and the manner agreed to by the grantee, the Foundation reserves the right to cancel the grant and any further payments and said funds must be returned to the Foundation.
2. Grantee shall meet requirements of benchmarks and payment schedule outlined above. Any requests for extensions of time must be submitted in writing prior to the benchmark date noted above. Grant may be cancelled if benchmarks are not met and an extension is not approved.

Details of your grant will be accessible through the [HAF+WRCF Grants portal](#). Upon logging into your profile, you will be able to view the grant, including installments for each year. In the portal is where you will submit each annual benchmark report, and reference and any photo sharing forms you wish to submit to the Foundation. We encourage you to submit digital photographs with your grant reports, one to two carefully chosen images that best tell the story of the project, and that could be used in the Foundation’s newsletter, website, donor yearbook or annual report. This will assist us in publicizing your project through our publications.

Grant funds cannot be used to cover expenses incurred prior to the grant award date. If your organization needs to make special payment arrangements, or if you have any questions, please connect with your HAF + WRCF contact Meredith Knowles at [meredithk@hafoundation.org](mailto:meredithk@hafoundation.org). ***This grant expires on 3/1/31.***

This grant is a reflection of the generosity of North Coast residents and specifically, Orvamae Emmerson, who noted in her trust that supporting Arcata Fire was among the charitable causes that she was especially interested in supporting. Per the terms of the Emmerson Trust, we request that you publicize this grant and all publicity must include the Humboldt Area Foundation. The correct wording is to state the grant is from the “Orvamae Emmerson Endowment Fund, a fund of the Humboldt Area Foundation.” Press releases regarding this grant must be reviewed by the Foundation to assure appropriate recognition of the donor. Please thoroughly document recognition of the grant and related media coverage in your grant report. In addition, as a condition of the grant and requirement of the Emmerson Trust, we ask that you include the Orvamae Emmerson Endowment Fund on any signage posted recognizing donors to the purchase. The

correct wording for such signage is to state that the program was “made possible with support from the Orvamae Emmerson Endowment Fund held at Humboldt Area Foundation + Wild Rivers Community Foundation.” Thank you for your attention to these publicity details. Your cooperation assists the Foundation in upholding the intent and conditions set forth by the donor when she established the fund.

The Foundation board and staff are pleased to support this important addition to ensure the safety of our community. We wish you great success and look forward to hearing from you.

Sincerely,

Meredith Knowles  
Director of Grantmaking  
Humboldt Area Foundation + Wild Rivers Community Foundation



# GOLDEN STATE

FIRE APPARATUS

PREPARED ESPECIALLY FOR:

## ARCATA FIRE DISTRICT

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One (1) Pierce Manufacturing, Inc.  
Enforcer Type 1 Engine



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- 2 Standard Terms and Conditions (Exhibit A)
- 3 Product Specifications (Exhibit B)
  - Supporting Documents (If Applicable)
    - Electrical Analysis
    - Certifications
- 4 Product Warranties (Exhibit C)
- 5 Dealer Supplied Products and/or Services (Exhibit D)



# **1** PRODUCT PROPOSAL



## PRODUCT PROPOSAL FOR:

### ARCATA FIRE DISTRICT

2149 Central Ave.  
McKinleyville, CA 95519

### Sales Consultant

Jon Bauer  
[jbauer@goldenstatefire.com](mailto:jbauer@goldenstatefire.com)  
Mobile: 530.351.2151

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
3/01/24	3/29/24	50301-24	1047	Pierce Mfg.	Sourcewell/ Arcata FD Member #178344

Golden State Fire Apparatus, Inc. ("GSFA") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "Product") to **Arcata Fire District** ("Customer") for consideration. This proposal (this "Product Proposal") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "Terms and Conditions"); the Product Specifications attached as Exhibit B (the "Specifications"); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the "Dealer Supplied Products/Services List") (all of the foregoing, collectively, the "Agreement"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing in the signature blocks below (the "Executed Date").

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
<b>A</b>	Pierce Enforcer Type 1 Engine (Current day duplicate to job 38701 w noted motor change from previous)	\$921,413.54
<b>B</b>	<i>Pre-Payment Discount for 100% Payment at Time of Order (the "Prepayment Discount")</i>	<i>(\$74,553.46)</i>
<b>C</b>	<i>Discount for Sourcewell consortium purchase (Product ID #259)</i>	<i>(\$7,291.00)</i>
<b>D</b>	7.75% State Sales Tax	\$65,066.61
<b>E</b>	California Tire Fee	\$10.50
<b>F</b>	Third Party Surety Issued 100% Performance Bond	\$2,217.00
<b>G</b>	<b>GRAND TOTAL PURCHASE PRICE</b>	<b>\$906,863.18</b>

**PAYMENT TERMS** – Customer shall pay the total purchase price set forth directly above (the "Grand Total Purchase Price") to GSFA within fifteen (15) calendar days of the Executed Date. If payment of the Grand Total Purchase Price is late, a late fee as specified in section 6 of the Terms and Conditions may be applied, and the Prepayment Discount may be adjusted, and the Grand Total Purchase Price increased in accordance with section 2.c of the Terms and Conditions. Customer shall pay any balance due as a result of Change Orders to GSFA at the time of GSFA's delivery of the applicable Product to Customer's address listed above (or Customer's pick up of such Product at GSFA's facilities, as applicable and if approved by GSFA).

**MANUFACTURER** – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above (“**Manufacturer**”) and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA’s further performance under the Agreement is contingent upon Manufacturer’s acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

**PRODUCT COMPLETION** – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **29 - 32 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

**PREDELIVERY SERVICE** – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such service will add approximately **1 – 2 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

**PROPOSAL EXPIRATION** – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

**PURCHASE ORDER** – If the Customer elects to issue a Purchase Order (PO) it shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

**ACCEPTANCE** – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. “**ACCEPTANCE**” MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER’S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

**COUNTERPARTS** - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer’s authorized representative but without an attestation or co-signers signature, then absent Customer’s written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory’s authority to execute the Agreement and bind Customer thereby.

[Signature Page Follows]

**INTENDING TO CREATE A BINDING AGREEMENT**, Customer and GSFA have each caused this Product Proposal **dated 3/01/24, GSFA Proposal Number: 50301-24**, to be executed by their duly authorized representatives effective as of the Executed Date.

**ACCEPTED AND AGREED TO BY CUSTOMER**

AUTHORIZED CUSTOMER REPRESENTATIVE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ACCEPTED AND AGREED TO BY GSFA**

AUTHORIZED GSFA REPRESENTATIVE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# **2 STANDARD TERMS AND CONDITIONS**

**Exhibit "A"**

## STANDARD TERMS AND CONDITIONS

### 1. Definitions.

- a. **“Agreement”** has the meaning given in the Product Proposal.
- b. **“Customer”** means the customer identified in the Product Proposal.
- c. **“Dealer Preparation,”** if applicable, means additional product(s) and/or services added by GSFA after Manufacturer’s completion of the Product and prior to delivery, in accordance with the Dealer Supplied Products/Services List.
- d. **“Dealer Supplied Products/Services List”** means the Dealer Supplied Products and/or Services List attached to the Product Proposal as Exhibit D, which reflects all Dealer Preparation under the Agreement absent a valid Change Order(s).
- e. **“Grand Total Purchase Price”** means the total purchase price for the Product identified in the Product Proposal (subject to any adjustments required or permitted by these Terms and Conditions, including by the execution of a valid Change Order(s)).
- f. **“GSFA”** means Golden State Fire Apparatus, Inc., a California corporation.
- g. **“Manufacturer”** means the person or persons, company, firm, corporation, partnership, or other organization identified in the Product Proposal as responsible for manufacturing the Product.
- h. **“Party”** or **“Parties”** means GSFA and/or Customer, as applicable.
- i. **“Prepayment Discount”** means a discount to the purchase price for the Product granted to Customer in connection with Customer’s advance payment of the Grand Total Purchase Price (or portion thereof, as specified in the Product Proposal).
- j. **“Product”** means the fire apparatus(es) and any associated equipment listed in the Product Proposal and further described in the Specifications.
- k. **“Product Proposal”** means the GSFA proposal executed by Customer to which these Terms and Conditions are attached.
- l. **“Product Warranties”** means the Manufacturer warranties for the Product attached to the Product Proposal as Exhibit C.
- m. **“Specifications”** means the specifications for the Product attached to the Product Proposal as Exhibit B.
- n. **“Terms and Conditions”** means these Standard Terms and Conditions, which are attached to the Product Proposal as Exhibit A.

### 2. Purchase and Payment.

a. Purchase. Customer agrees to purchase the Product at the Grand Total Purchase Price (as such amount may be adjusted in accordance with these Terms and Conditions), pursuant to the payment terms set forth in the Product Proposal. The Grand Total Purchase Price is payable in U.S. dollars.

b. Contingency Reserve Fund. The Grand Total Purchase Price may include an amount to be set aside for the purpose of funding any future costs or financial obligations incurred by Customer under the Product Proposal or any valid Change Order(s) (the **“Contingency Reserve Fund”**). If applicable, the amount of any required Contingency Reserve Fund will be set forth in either the Product Proposal or Exhibit D. The Contingency Reserve Fund may be withdrawn against by Customer or GSFA for the purpose of satisfying Customer’s payment obligations under the initial Product Proposal or any valid Change Order(s) (including, without limitation, a Change Order submitted by GSFA pursuant to Section 8.b). If a Contingency Reserve Fund is required under the Agreement, the amount of such fund is not intended as an estimate of the actual additional costs of contingencies, Change Orders, unforeseen items or other required work that may be incurred under the Agreement after submission of the Product Proposal to Customer, which amounts Customer acknowledges may exceed the Contingency Reserve Fund amount. The balance of any Contingency Reserve Fund will be credited against Customer’s payment obligations, or otherwise returned to Customer within thirty (30) calendar days of delivery of all Products under the Agreement (provided that Customer has paid all amounts owed under the Agreement as of such date).

c. Prepayment Discount. If GSFA has granted Customer a Prepayment Discount, Customer must provide each associated prepayment (each, a “**Prepayment**”) within the time frame specified in the Product Proposal in order to receive such discount. Customer’s failure to timely make such Prepayment may result in: (i) GSFA’s termination of the Agreement; and/or (ii) Customer’s loss of the Prepayment Discount for the portion of the Grand Total Purchase Price represented by such outstanding Prepayment and the application of a late fee as set forth in Section 6, in each case in GSFA’s sole discretion.

d. State Sales Tax. Customer shall be responsible for the cost of state sales tax associated with, or attributable to, the Product. The taxes stated in the Product Proposal are subject to adjustment for the applicable state sales tax rate in effect at the time of delivery. Therefore, the sales tax set forth on the Product Proposal is only an estimate of such taxes and will be increased or decreased at the time of delivery if a change in the applicable sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the difference in the applicable sales tax.

3. Product Completion Date. Within thirty (30) calendar days of the date on which the last required signatory executes the Product Proposal (such date, the “**Executed Date**”), GSFA shall submit to Customer a tentative Product completion date (which may differ from the Product completion estimate contained in the Product Proposal). Due to global supply chain constraints, any Product completion date contained herein, or in the Product Proposal, or otherwise provided to Customer, is a good faith estimate only as of the date provided to Customer, and merely an approximation based on current information available to GSFA and Manufacturer. Customer shall not be entitled to rely on any such estimate, and GSFA shall have no liability to Customer for a failure by GSFA or Manufacturer to meet any such estimate. All Product completion estimates are subject to modification and, if applicable, GSFA will provide updates to such estimates to Customer when available.

4. Stock / Demo Units. Notwithstanding any other provision contained in the Agreement (including Section 12 hereof concerning warranties), any Products constituting stock/demo unit(s) are sold to Customer on an as-is, first-come and first served-basis and GSFA makes no further representation or warranty to any customer with respect to such unit(s). Regardless of the terms of the Product Proposal, GSFA shall only be obligated to sell such stock/demo unit(s) to the first customer to enter into a purchase agreement with GSFA identifying such unit(s), and after the execution by GSFA of such agreement any subsequent purchase agreement (including the Agreement, as applicable) shall have no further force or effect with respect to such unit(s).

5. Multiple Unit Purchase. If the Grand Total Purchase Price includes pricing for multiple Products, the Product price stated in the Product Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Agreement. GSFA shall have no obligation to offer the same price for any Product if purchased by Customer pursuant to a later purchase agreement.

6. Late Fee; Storage Fee. A late fee equal to 0.033% of the outstanding portion of the Grand Total Purchase Price will be charged per calendar day for overdue payments beginning ten (10) calendar days after the payment is due and continuing for the first thirty (30) calendar days thereafter. After such thirty (30) calendar day period, the late fee shall increase to 0.044% per calendar day until payment of the outstanding portion of the Grand Total Purchase Price is received. If Customer is unable to satisfy the delivery requirements hereunder or is unwilling to take delivery of the Product, then GSFA shall be entitled to a storage charge running from the earlier of: (i) the date of delivery agreed to between GSFA and Customer (provided GSFA is willing and able to deliver the Product on such date), or (ii) twenty-one (21) calendar days after GSFA notifies Customer that the Product is available for delivery. The storage charge is equal to: (i) \$175.00 per calendar day per apparatus stored, or (ii) the actual charges incurred by GSFA with a third party for storage of the Product, whichever is greater. Such storage charge shall continue until the actual time of delivery and Customer’s possession of the Product, and any such storage by GSFA or such third party shall be at the sole risk of Customer.

## 7. Delivery; Inspection and Acceptance.

a. Delivery. Subject to Section 5 hereof, the Product is scheduled to be delivered to the location and within the time period specified in the Product Proposal. Such delivery date is an estimate, and GSFA is, notwithstanding this Section 7.a, not bound to such date unless it otherwise agrees in a separate writing to complete delivery by a date certain. For the avoidance of doubt, GSFA is not responsible for delivery delays caused by or because of actions, omissions or conduct of Customer, the Manufacturer, or their respective employees, affiliates, suppliers, contractors, and carriers. Risk of loss for the Product shall pass to Customer at the point and time of delivery (which shall include an attempted delivery by GSFA which cannot be completed due to any act of Customer). However, title to the Product shall only pass to Customer upon delivery if Customer has then fully paid GSFA all amounts due hereunder (including additional amounts due under any valid Change Order). Absent GSFA's separate written agreement, which it may or may not provide in its sole and absolute discretion, delivery of the Product will not occur before Customer has fully paid all amounts due under the Agreement and provided proof of insurance reasonably satisfactory to GSFA. If GSFA permits Customer to take possession of the Product, Customer may not mount equipment, conduct training, or place the Product into service until all amounts due under the Agreement have been paid. If Customer has ordered multiple Products, GSFA reserves the right to deliver such Products in installments and to separately invoice Customer for such Products.

b. Inspection and Acceptance. Upon delivery, Customer shall have ten (10) calendar days within which to inspect the Product for substantial conformance to the Specifications, and in the event of substantial non-conformance to the Specifications to furnish GSFA with written notice sufficient to permit GSFA to evaluate such non-conformance ("**Notice of Nonconformance to Specifications**"). Contingent upon part availability and Customer's cooperation, any Product not in substantial conformance to material Specifications shall be remedied by GSFA (by repair or replacement, at GSFA's election) within thirty (30) calendar days from GSFA's receipt of the Notice of Nonconformance to Specifications. In the event GSFA does not receive a Notice of Nonconformance to Specifications within ten (10) calendar days of delivery, the Product will be deemed to be in conformance with Specifications and accepted by Customer.

## 8. Changes to Agreement Terms.

a. Change Orders. The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product, or GSFA may submit changes to the Agreement required or permitted to be made by GSFA (pursuant to Section 8.b or otherwise) by delivering a written Change Order to the other party hereto, which shall include a description of the proposed change sufficient to permit the receiving party to evaluate the feasibility of such change (either, a "**Change Order**"). For any Change Order submitted by Customer, 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 Grand Total Purchase Price resulting from such Change Order, a date on which any increase in the Grand Total Purchase Price must be paid, and an estimate of any effect on production scheduling or delivery resulting from such Change Order. Customer shall have seven (7) calendar 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 countersigns GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Grand Total Purchase Price by the date specified in the Response. GSFA may also send Customer a Change Order to account for any changes to the Agreement required or permitted to be made by GSFA (including those changes required pursuant to Section 8.b hereof), and such Change Order shall be effective upon delivery to Customer unless Customer elects to terminate the applicable Product order under the Agreement in accordance with Section 9.

### b. Additional Changes.

i. Component Price Volatility. GSFA shall not be responsible for any unforeseen price increase or surcharge enacted by suppliers of major components of the Product (including but not limited to commercial chassis, engine, transmission, and fire pump) after Customer becomes bound by the Agreement. Customer shall be responsible for all amounts arising from any price increases for major components of the Product (including all

associated taxes and fees thereon) occurring after the execution of the Agreement which increases the cost of the Product to GSFA, and such amounts will be documented on a Change Order adjusting the Grand Total Purchase Price accordingly. Customer shall pay any such price increase prior to Product delivery.

ii. New Legal Standards. In the event the Product design, materials or specifications require an alteration arising from new regulations issued by any governmental entity or trade association, including, but not limited to, the NFPA, DOT, and EPA, and such alteration increases the cost of the Product to GSFA, Customer shall be responsible for changes to the Grand Total Purchase Price arising from such alteration. GSFA shall promptly notify Customer when it becomes aware of any potential or required change in regulations occurring prior to delivery that would impact the Product purchased.

iii. Change Orders. Customer shall execute any Change Order submitted by GSFA documenting any of the changes required or permitted by Sections 8.b.i and 8.b.ii above (which shall, to the extent practicable, itemize any increases in the Grant Total Purchase Price and specify a commercially reasonable date by which Customer must pay such increase), unless Customer instead elects to terminate the applicable Product order under the Agreement within fifteen (15) calendar days of Customer's receipt of such Change Order and in accordance with Section 9. Absent such a termination, failure to execute a Change Order does not alter Customer's obligations under this Section 8.b.

c. Changes in Commercial Specifications. Specifications for all components of the Product manufactured by companies other than the Manufacturer are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Product. GSFA shall not be liable for any deviations in such specifications arising from a substitution of components or changes in the design of any component by their original manufacturer.

## 9. Termination.

a. By Customer. Customer may terminate a Product order identified in the Product Proposal or a Change Order by providing written notice to GSFA in accordance with Section 16 hereof. If Customer elects to terminate a Product order, Customer shall pay GSFA a cancellation fee as follows: (a) after the Product order is accepted and entered by GSFA, 10% of the portion of the Grand Total Purchase Price applicable to such Product (including all associated taxes, fees and costs) (such amount, the "**Product Purchase Price**"); (b) after completion of the pre-construction phase of the order process, 20% of the Product Purchase Price; and (c) after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or Manufacturer but before substantial completion of such Product, 50% of the Product Purchase Price. Customer shall not be permitted to terminate a Product order after substantial completion of manufacturing and assembly of such Product (excluding any Dealer Preparation or other pre-delivery services or untypical Product customization, if applicable). Notwithstanding the foregoing, if the applicable tier of cancellation fee is not sufficient to cover all actual costs and fees incurred by GSFA with Manufacturer in connection with Customer's termination of the Product order ("**Manufacturer Termination Fees**"), then in addition to such cancellation fee Customer shall pay the balance of all Manufacturer Termination Fees. If Customer received a Prepayment Discount, such discount shall not be considered for the purpose of calculating the above cancellation fee. The tier of cancellation fee applicable to any cancellation, as well as the determination of whether a Product has reached substantial completion, shall be in the sole and absolute discretion of GSFA. Customer may request a fee waiver, and GSFA, in its sole discretion, may agree to waive and/or adjust such fee. GSFA will return the balance of the Grand Total Purchase Price or Product Purchase Price, as applicable, within thirty (30) calendar days of the effective date of the cancellation of the Product order or termination of the Agreement.

Customer may terminate the Agreement for an Event of Default by GSFA after providing GSFA with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following GSFA's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as GSFA



has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable.

b. By GSFA. GSFA may terminate the Agreement for an Event of Default by Customer after providing Customer with written notice in accordance with Section 16 (which notice shall describe with reasonable particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following Customer's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as Customer has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable. Notwithstanding the foregoing, GSFA may terminate the Agreement effective immediately upon written notice to Customer for Customer's failure to pay any amount owed under the Agreement when due.

Notwithstanding any other provision of this Agreement, if Customer terminates a Product order in accordance with Section 9.a above, GSFA may elect to instead terminate the Agreement upon notice to Customer in accordance with Section 16 hereof. If GSFA terminates the Agreement in accordance with this Section 9.b, Customer shall pay the applicable tier of cancellation fee for all Products pursuant to Section 9.a above as if Customer had elected to terminate each applicable Product order.

c. Based on Discontinuation or Cancellation by Manufacturer. In the event that Manufacturer cancels a Product order (provided that such cancellation is not the result of an act by Customer in violation of the Agreement) or discontinues the manufacture of a Product prior to its completion and delivery: (i) if such Product is the only Product contemplated under the Agreement, then the Agreement shall terminate; or (ii) if additional Products are contemplated under the Agreement, then only the Product order for the applicable cancelled or discontinued Product shall be terminated. Such Agreement termination or Product termination, as applicable, shall be effective upon GSFA's written notice to Customer of such cancellation or discontinuance in accordance with Section 16 hereof. GSFA's only obligation to Customer in such event shall be the return of any Prepayment paid by Customer for the cancelled or discontinued Product. For the avoidance of doubt, the cancellation fees contemplated in Section 9.a hereof shall not apply in the event of a termination pursuant to this Section 9.c.

10. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with GSFA and Manufacturer during the Product manufacturing process. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to any requests from Manufacturer or GSFA and the participation of Customer's authorized representatives in traveling to Manufacturer's facility for inspections and approval of the Product, including a final approval before the Product leaves Manufacturer's facility.

11. Representations and Warranties. Customer hereby represents and warrants to GSFA as of the Executed Date that the execution of the Agreement and the purchase of the Product(s) and performance of the other obligations of Customer under the Agreement have been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances, purchasing policies, and other governing documents, and executed by the appropriate Customer employees, officials, and/or representatives, and funding for Customer's performance of its obligations under the Agreement has been duly budgeted and appropriated by Customer.

12. Standard Warranty. All applicable Manufacturer warranties are contained in the Product Warranties. Any additional warranties must be expressly approved in a writing signed by GSFA, and Customer acknowledges and agrees that Manufacturer will not be liable for any such additional warranties.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, GSFA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES, DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT (WHETHER RELATING TO THE CONDITION OR QUALITY OF THE PRODUCT, OR OTHERWISE) PROVIDED HEREUNDER OR OTHERWISE REGARDING THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY APPLICABLE DEALER PREPARATION), WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE

IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES CONSULTANTS OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall GSFA be liable for consequential, incidental, or punitive damages incurred by Customer in connection with any matter arising out of or relating to the Agreement, or the breach thereof, even if GSFA has been advised of the possibility of such damages, and regardless of whether such damages arise out of breach of warranty, the Agreement, indemnity, whether resulting from non-delivery or from GSFA's own negligence, or otherwise, except and solely to the extent such damages arise from the gross negligence or willful misconduct of GSFA.

13. Default. The occurrence of one or more of the following events (each, an "Event of Default") shall constitute a default under the Agreement: (a) Customer's failure to pay any amounts due or to perform any of its obligations under the Agreement; (b) GSFA's failure to perform any of its obligations under the Agreement; (c) either Party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either Party under the Agreement which is false in any material respect; (e) any action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity during the term of the Agreement; (f) any other material breach of the terms of the Agreement by a Party; or (g) a default or breach by Customer under any other agreement with GSFA or its affiliates.

14. Indemnification of GSFA. Customer shall indemnify, defend, and hold harmless GSFA, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including attorneys' fees and other legal expenses, of whatever nature ("**Damages**"), to the extent Damages arise out of or in connection with: (i) Customer's breach of the Agreement, or (ii) Customer's use, storage, or operation of the Product following delivery, regardless of where, how, and by whom operated (excluding any negligent operation by GSFA). The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of the Agreement, whether by expiration of time, by operation of law or otherwise. This provision is not intended to and shall not constitute the exclusive remedy of the Parties under the Agreement; the Parties may seek indemnity from one another under other legal principles, whether based in equity or law, so long as they do not nullify or cancel the effects of this paragraph.

15. Force Majeure. GSFA shall not be responsible nor deemed to be in default of any provision of the Agreement on account of delays in performance due to causes which are beyond GSFA's or Manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes or labor unrest, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of federal, state or local government, failure or delays in transportation, inability to obtain necessary labor, supplies or manufacturing facilities, supply chain issues, 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, disease, pandemics or epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their agreements or labor troubles causing cessation, slowdown, or interruption of work.

16. Notice. Any notices, requests, consents, claims, demands, waivers and other communications required or permitted to be given hereunder must be given in writing at the address of each Party set forth below, or to such other address as either Party may substitute by written notice to the other in accordance with this Section 16, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier. All such communications will be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) on the third (3<sup>rd</sup>) calendar day after the date mailed, by registered, express or certified mail; or (iii) when delivered by the addressee if sent by a nationally recognized private express courier.

GSFA:  
Golden State Fire Apparatus Inc.  
7400 Reese Road  
Sacramento, CA 95828

CUSTOMER:  
To the address listed in the Product Proposal

17. Contradictions. In the event of a conflict between the Agreement and any Change Order, or between Change Orders, the terms of the latest executed Change Order shall control.

18. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by the Agreement, if applicable, shall be retained and remain in the possession of GSFA per California Department of Vehicles (DMV) directives. Notwithstanding the foregoing, GSFA shall provide Customer with the original MSO if the Customer is self-registering, and Customer shall comply with all good-faith Process of Duty and other DMV requirements applicable to the Product and retain its own MSO.

19. Assignment. The relationship of the Parties established under the Agreement is that of independent contractors and neither Party is a partner, employee, agent, or joint venturer of or with the other. Neither Party may assign its rights and obligations under the Agreement unless it has obtained the prior written approval of the other Party.

20. Governing Law; Jurisdiction; Disputes. Without regard to any conflict of laws provisions, the Agreement is to be governed by and under the laws of the state of California. Prior to taking any legal action that may and/or can arise out of the Agreement, the Parties shall first attempt mediation with an agreed upon mediator. If the Parties cannot agree upon a mediator within thirty (30) calendar days of the submission of written notice of a dispute in accordance with Section 16 hereof, if any disputed matter remain unresolved within thirty (30) calendar days of the commencement of discussions, or if any party refuses to meet, then either party may submit any remaining disputes concerning and/or claim regarding the Agreement and/or the terms and conditions herein to the Superior Court, County of Sacramento (and the parties expressly consent to exclusive personal jurisdiction and venue before such court).

21. Entire Agreement; Amendments. The Agreement, including the Product Proposal, its exhibits and all valid Change Orders, is the exclusive agreement between the Parties regarding the subject matter contained herein and therein. No change in, modification of, or revision of the Agreement shall be valid unless in writing and signed by duly authorized representatives of both Parties with authority to sign such amendments to the Agreement.

**END OF STANDARD TERMS AND CONDITIONS**

# **3** **PRODUCT SPECIFICATIONS**

**Exhibit "B"**

**Proposal For: Arcata Fire District**

Prepared By: Jon Bauer, Sales Consultant, **Golden State Fire Apparatus, Inc.**

March 1, 2024





ARCATA FIRE DISTRICT  
Specifications For: One (1) Pierce Enforcer Type 1 Engine  
March 1, 2024 (Proposal #50301-24)

**SINGLE SOURCE MANUFACTURER**

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

Your apparatus will be manufactured in Appleton, Wisconsin.

**SPECIAL INSTRUCTIONS**

The apparatus being proposed will be designed and built to match the previous BMP job 38701. However, some variation may be necessary due to changes in our manufacturing processes or our product offering. Revisions in NFPA guidelines and/or other regulations may also affect our ability to match the previous unit.

**NFPA 2024 STANDARDS**

This unit will comply with the NFPA standards effective January 1, 2024, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

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

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

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

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

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

**NFPA COMPLIANCY**

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

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**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.

**VEHICLE INSPECTION PROGRAM CERTIFICATION**

To assure the vehicle is built to current NFPA 1900 standards, the apparatus, in its entirety, will be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

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

**FINAL INSPECTION FACTORY TRIP**

A final inspection trip to the manufacturing facility will be provided for three (3) 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 four (4) days and three (3) nights and be scheduled at times mutually agreed upon between Golden State Fire Apparatus (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.

**PERFORMANCE BOND, 1 YEAR**

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

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Basic One (1) Year Limited Warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein.

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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.

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

If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

**APPROVAL DRAWING**

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

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

**ELECTRICAL WIRING DIAGRAMS**

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

**ENFORCER CHASSIS**

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.

**WHEELBASE**

The wheelbase of the vehicle will be 189.50".

**GVW RATING**

The gross vehicle weight rating will be 43,500lbs.



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**FRAME**

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

**FRONT NON DRIVE AXLE**

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 19,500 lb.

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

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

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

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be 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 turning angle of up to 45 degrees.

**FRONT SUSPENSION**

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 19,500 lb.

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The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms.

The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.

**FRONT SHOCK ABSORBERS**

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

**FRONT OIL SEALS**

Oil seals with viewing window will be provided on the front axle.

**FRONT TIRES**

Front tires will be Goodyear 385/65R22.5 radials, 18 ply Armor Max MSA tread, rated for 20,050 lb maximum axle load and 68 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 12.25" polished aluminum disc type wheels with a ten (10) stud, 11.25" bolt circle.

**REAR AXLE**

The rear axle will be a Meritor™, Model RS-23-186, with a capacity of 24,000 lb.

**TOP SPEED OF VEHICLE**

A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph / 109 kph.

**REAR SUSPENSION**

The rear suspension will be Standens, semi-elliptical, 3.00" wide x 52.50" long, 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.

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.

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**SHOCK ABSORBERS**

Heavy-duty telescoping Koni shock absorbers will be provided on the rear axle.

**REAR OIL SEALS**

Oil seals will be provided on the rear axle(s).

**REAR TIRES**

Rear tires will be four (4) Goodyear 12R22.50 radials, load range H, Endurance RSA highway tread, rated for 27,120 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 8.25" polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle.

**TIRE BALANCE**

All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

**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.

**CHROME LUG NUT COVERS**

Chrome lug nut covers will be supplied on front and rear wheels.

**FRONT HUB COVERS**

Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

**REAR HUB COVERS**

A pair of stainless steel high hat hub covers will be provided on rear axle hubs.

**MUD FLAPS**

Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

**WHEEL CHOCKS**

There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.

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**Wheel Chock Brackets**

There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted forward of the left side rear tire.

**ELECTRONIC STABILITY CONTROL**

A vehicle control system will be provided as an integral part of the ABS brake system from Meritor Wabco.

The system will monitor and update the lateral acceleration of the vehicle and compare it to a critical threshold where a side roll event may occur. If the critical threshold is met, the vehicle control system will automatically reduce engine RPM, engage the engine retarder (if equipped), and selectively apply brakes to the individual wheel ends of the front and rear axles to reduce the possibility of a side roll event.

The system will monitor directional stability through a lateral accelerometer, steer angle sensor and yaw rate sensor. If spinout or drift out is detected, the vehicle control system will selectively apply brakes to the individual wheel ends of the front and rear axles to bring the vehicle back to its intended direction.

**ANTI-LOCK BRAKE SYSTEM**

The vehicle will be equipped with a Wabco 4S4M, anti-lock braking system. The ABS will provide a four (4) channel anti-lock braking control on both the front and rear wheels. 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 wheel begins to lockup, a signal will be sent to the control unit. This control unit will then 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.

**AUTOMATIC TRACTION CONTROL**

An anti-slip feature will be included with the ABS. The Automatic Traction Control will be used for traction in poor road and weather conditions. The Automatic Traction Control will act as an electronic differential lock that will not allow a driving wheel to spin, thereby supplying traction at all times. The ABS electronic control unit (ECU) will work with the engine ECU, sharing information concerning wheel slip. Engine ECU will use information to control engine speed, allowing only as much throttle application as required for the available traction, regardless of how much the driver is asking for. An "off road traction" switch will be provided on the instrument panel. Activation of the switch will allow additional tire slip to let the truck climb out and get on top of deep snow or mud.

**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.

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The brake system will be certified, third party inspected, for improved stopping distance.

The rear brakes will be Meritor™ 16.50" x 7.00" cam operated with automatic slack adjusters. Dust shields will be provided.

**AIR COMPRESSOR, BRAKE SYSTEM**

The air compressor will be a Wabco single piston compressor with a 26.8 CI displacement.

**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.

The air tanks will be same as frame color.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

**BRAKE SYSTEM AIR DRYER**

The air dryer will be a WABCO System Saver 1200 IWT, with internal wet tank, spin-on coalescing filter cartridge and 100 watt heater.

**BRAKE LINES**

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

**AIR INLET**

One (1) air inlet with 3D series male coupling will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will be located forward in the driver side lower step well of cab. A check valve will be provided to prevent reverse flow of air. The inlet will discharge into the "wet" tank of the brake system. A mating female fitting will also be provided with the loose equipment.

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**ENGINE**

The chassis will be powered by an electronically controlled engine as described below:

Make:	Paccar
Model:	MX13
Power:	510 hp at 1600rpm
Torque:	1850 lb-ft at 1000rpm
Governed Speed:	1900 rpm
Emissions Certification:	EPA 2024
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	12.9L
Starter:	DP60
Fuel Filters:	Dual cartridge style with check valve, water separator, and water in fuel sensor

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

**HIGH IDLE**

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

**ENGINE BRAKE**

The compression release brake option is a fully integrated MX engine braking system. It utilizes the turbocharger and back pressure valve, but adds in a hydraulically operated compression brake to increase overall retarding power.

To maximize the effectiveness of the compression brake the MX engine brake system works in conjunction with the turbocharger and back pressure valve.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

**CLUTCH FAN**

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.

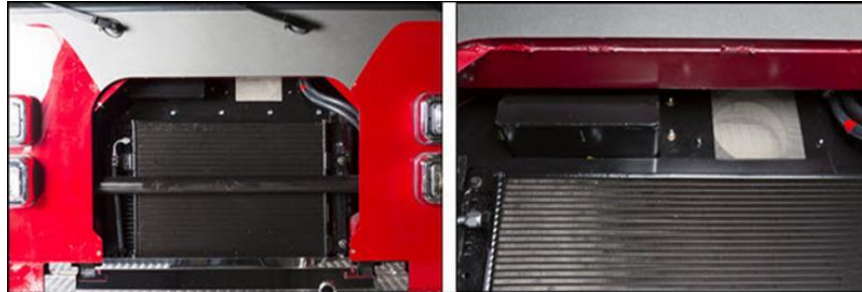
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**ENGINE AIR INTAKE**

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.

A stainless steel metal screen will be installed at the inlet of the air intake system that will meet current edition of applicable NFPA standards.

The air cleaner and stainless steel screen will be easily accessible by tilting the cab.



**EXHAUST SYSTEM**

The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device. The exhaust system will include an aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipe between the turbo and the aftertreatment device to minimize the transfer of heat to the cab.

The exhaust will terminate horizontally ahead of the right side rear wheels and will extend 2.00" past the body rub rail. The exhaust pipes will be aluminized steel.

There will be an aluminized steel exhaust diffuser with a standard straight tip on the end provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

**EXHAUST MODIFICATION**

An adapter for the Magnegrip exhaust extraction system will be provided on the end of the tail pipe.

**RADIATOR**

The radiator and the complete cooling system will meet or exceed the current edition of applicable 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.



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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.

### **COOLANT LINES**

Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

### **FUEL TANK**

A 65 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A 0.75" drain plug will be located in a low point of the tank for drainage.

A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only."

A 0.50" 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.

All fuel lines will be provided as recommended by the engine manufacturer.

### **DIESEL EXHAUST FLUID TANK**

A 7.3 gallon diesel exhaust fluid (DEF) tank will be provided and mounted under the cab on the driver's side.



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A fill inlet will be provided on the driver's side of the cab. The lift up door will be spring loaded and be brushed stainless steel.

**TRANSMISSION**

An Allison 6th generation, Model EVS 4500P, electronic, torque converting, automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock).

A transmission temperature gauge with amber light and buzzer will be installed on the cab instrument panel.

**TRANSMISSION SHIFTER**

A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be: 1st - 4.70 to 1.00, 2nd - 2.21 to 1.00, 3rd - 1.53 to 1.00, 4th - 1.00 to 1.00, 5th - 0.76 to 1.00, 6th - 0.67 to 1.00, R - 5.55 to 1.00.

**TRANSMISSION COOLER**

A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

**DRIVELINE**

Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.

**STEERING**

Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and Paccar hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

**STEERING WHEEL**

The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 2-spoke design.

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**BUMPER**

A one (1) piece, ten (10) gauge, 304-2B type polished stainless steel bumper, minimum of 10.00" high, will be attached to a bolted modular extension frame constructed of 50,000 psi tensile steel "C" channel mounted directly behind it to provide adequate support strength.

The bumper will be extended 16.00" from front face of cab.

**Gravel Pan**

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face. The gravel pan will be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.

**CENTER HOSE TRAY**

A hose tray, constructed of aluminum, will be placed in the center of the bumper extension.

The tray will have a capacity of 100' of 1.75" double jacket cotton-polyester hose.

Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.

**Center Hose Tray Cover**

A bright aluminum treadplate cover will be provided over the center hose tray.

The cover will be "notched" allowing the hose to be pre connected to hose connection.

The cover will be attached with a stainless steel hinge.

A D-ring latch will secure the cover in the closed position and a mechanical stay arm on each side will hold the cover in the open position. The arm will be left side.

**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 9,000 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.

**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.

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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 centerline of front axle to the rear of the cab will be 70.00" long.

The forward cab section will have an overall height (from the cab roof to the ground) of approximately 99.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 109.00". 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 64.50" in the center and outboard positions.

The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers.

The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure 51.50" 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.

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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.

**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]

**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.

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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 edition of applicable NFPA standards.

The engine tunnel will be no higher than 17.00" off the crew cab floor.

**INTERIOR CAB INSULATION**

The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, a minimum of 1.00" insulation in the crew cab floor, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

**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.



**CAB REAR WALL EXTERIOR COVERING**

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

**CAB LIFT**

A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Hydraulic pump will have a manual override for backup in the event of electrical failure.

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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.

### **GRILLE**

A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab.

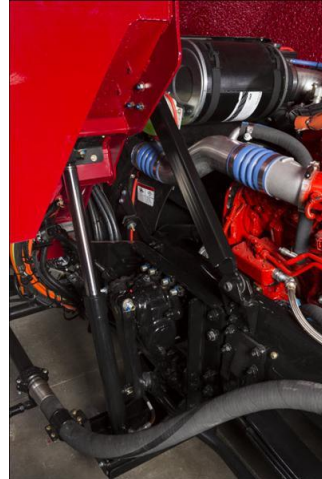
### **MIRRORS**

A Retractable, 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 heated and adjustable with remote control within reach of the driver.

An amber marker light will be provided on each mirror head.

### **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 73.25" high.





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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 finish of the door handle will be chrome/black. 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.



**[Exterior Door Handle]**

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.



**[Interior Door Handle]**

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome grab handle will be provided on the inside of each cab door for ease of entry.

A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted.

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.

**Door Panels**

The inner cab door panels will be constructed out of brushed stainless steel.

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**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.

**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.

**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.



**STEP LIGHTS**

There will be six (6) white LED step lights with chrome housing installed for cab and crew cab access steps.

- One (1) light for the left access steps.
- Two (2) lights for the left side crew cab access steps.
- Two (2) lights for the right side crew cab access steps.
- One (1) light for the right side access step.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights will be activated when the battery switch is on and the adjacent door is opened.

**FENDER CROWNS**

Stainless steel fender crowns will be installed at the cab wheel openings.

**RIGHT SIDE UPPER CREW CAB DOOR WINDOW TINT**

The upper window in the right side crew cab door will be tinted medium gray.



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**LEFT SIDE UPPER CREW CAB DOOR WINDOW TINT**

The upper window in the left side crew cab door will be tinted medium gray.

**LEFT SIDE ROLLUP CREW CAB DOOR WINDOW TINT**

The rollup window in the left side crew cab door will be tinted medium gray.

**RIGHT SIDE ROLLUP CREW CAB DOOR WINDOW TINT**

The rollup window in the right side crew cab door will be tinted medium gray.

**RECESSED POCKET WITH ELASTIC COVER**

To provide organized storage (clutter control) in the cab for miscellaneous equipment, the cab interior will be provided with recessed storage pockets. The pockets will be approximately 6.00" wide x 2.12" high and will be constructed of aluminum. The pockets will be provided with a perforated elastic material cover to secure the equipment in the pocket. There will be two (2) pockets installed switch panel location #4 and #6. Pockets will only be installed in overhead locations where there is available depth behind the panel.

**CAB DASH**

The driver side dash, switch panel located to the right of the driver, and center console will be constructed of metal and painted fire smoke gray.

The officer side dash will be a flat top design with an upper beveled edge to provide easy maintenance and will be constructed out of aluminum and painted to match the cab interior.

The instrument gauge cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument gauge cluster.

**MOUNTING PLATE ON ENGINE TUNNEL**

Equipment installation provisions will be installed on the engine tunnel.

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 .50" to allow for wire routing below the plate.

The mounting surface will be painted to match the cab interior.

**CAB INTERIOR**

The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.

The engine tunnel will be padded and covered, on the top and sides, with dark silver gray 36 ounce leather grain vinyl resistant to oil, grease, and mildew.

For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum.

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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.

The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs.

All wiring will be placed in metal raceways.

**CAB INTERIOR UPHOLSTERY**

The cab interior upholstery will be 36 oz dark silver gray vinyl.

**CAB INTERIOR PAINT**

The cab interior metal surfaces, excluding the rear heater panels, will be painted fire smoke gray, vinyl texture paint.

The rear heater panels will be painted black, vinyl textured paint.

**CAB FLOOR**

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

**DEFROST/AIR CONDITIONING SYSTEM**

A ceiling mounted combination heater, defroster and air conditioning system will be installed in the cab above the engine tunnel area.

**Cab Defroster**

A 54,000 BTU heater-defroster unit with 690 SCFM of air flow will be provided inside the cab. The heater-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following:

- One (1) adjustable will be directed towards the left side cab window
- One (1) adjustable will be directed towards the right side cab window
- Six (6) fixed outlets will be directed at the windshield
- 

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.

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**Cab/Crew Auxiliary Heater**

There will be one (1) 31,000 BTU auxiliary heater with 560 SCFM of air flow provided in each outboard rear facing seat risers with a dual scroll blower. An aluminum plenum incorporated into the cab structure used to transfer heat to the forward positions.

**Air Conditioning**

A condenser will be a 59,644 BTU output that meets and exceeds the performance specification will be mounted on the radiator.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab. The rear plenum will be covered with a metal cover painted to match the cab interior.

The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the forward plenum cover per the following:

- Four (4) will be directed towards the seating position on the left side of the cab
- Four (4) will be directed towards the seating position on the right side of the cab

Adjustable air outlets will be strategically located on the rear plenum cover per the following:

- Minimum of five (5) will be directed towards crew cab area

A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be hinged with two (2) thumb latches.

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

**Climate Control**

An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control.

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The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature.

The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position.

The system controller will be located within panel position #13.

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**

Two (2) smoked Lexan™ sun visors will be provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

### **GRAB HANDLE**

A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The officer's side grab handle will be mounted on the lower portion of the door post. The grab handle will be securely mounted to the post area between the door and windshield.

### **ENGINE COMPARTMENT LIGHT**

An engine compartment light will be installed under the engine tunnel, of which the switch is an integral part. Light will have a 0.125" diameter hole in its lens to prevent moisture retention.

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**ACCESS TO ENGINE DIPSTICKS**

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush lift and turn latch will be provided on the access door.



**SEATING CAPACITY**

The seating capacity of the vehicle (including tiller cab and belted seat positions in the rescue body) will be four (4).

**DRIVER SEAT**

A USSC Valor air suspension R-back seat will be provided in the cab for the driver. For increased convenience, the seat will include a manual control to adjust the horizontal position. To provide flexibility for multiple driver configurations, the seat will have a reclining back, adjustable from 15 degrees back to 45 degrees forward.

The seat will be furnished with a 3-point, shoulder type seat belt.

There will be no additional contaminant mitigation vinyl covers shipped loose with the seat.

**OFFICER SEAT**

A USSC, P1A, air suspension seat will be provided in the cab for the officer. For optimal comfort, the seat will be provided with a 20.00" wide x 18.00" deep cushion. For increased convenience, the seat will include a manual control to adjust the height (3.00" travel) and horizontal position (2.50" travel). The seat will have a reclining, R-back style seat back.

The seat will be furnished with a 3-point, shoulder type seat belt.

There will be no additional contaminant mitigation vinyl covers shipped loose with the seat.

**REAR FACING LEFT SIDE CABINET**

A rear facing cabinet will be provided in the crew cab at the left side outboard position.

The cabinet will be 23.00" wide x 39.00" high x 26.75" deep. The interior door will be web netting. The netting is to be made with 1.00" wide nylon material with 2.00" openings permanently fastened on the top with 1.00" side release fasteners on the bottom to secure it. The clear door opening will be 16.00" wide x 36.00" high.

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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 pneumatic stay arm 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 17.00" wide x 34.00" high.

The cabinet will include one (1) infinitely adjustable shelf with a 1.25" up-turned lip painted to match the cab interior.

The cabinet will include no louvers.

The exterior access will be provided with a brushed stainless steel scuffplate on the lower door frame.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

**Cabinet Light**

There will be one (1) white LED strip light installed on the right side of the exterior cabinet door opening and one (1) white LED strip light installed on the right side of the interior cabinet door opening. The lights will be controlled by an automatic door switch and a rocker switch on the front of the cabinet.

**REAR FACING RIGHT SIDE CABINET**

A rear facing cabinet will be provided in the crew cab at the right side outboard position.

The cabinet will be 22.00" wide x 39.00" high x 26.75" deep. The interior door will be web netting. The netting is to be made with 1.00" wide nylon material with 2.00" openings permanently fastened on the top with 1.00" side release fasteners on the bottom to secure it. The interior clear door opening will be 15.00" wide x 36.00" high.

The cabinet will include one (1) infinitely adjustable shelf with a 1.25" up-turned lip painted 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. The door will be located on the side of the cab over the wheelwell. A pneumatic stay arm will be provided as a door stop. The exterior clear door opening will be 17.00" wide x 34.00" high.

The exterior access will be provided with a brushed stainless steel scuffplate on the lower door frame.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

**Cabinet Light**

There will be one (1) white LED strip light installed on the left side of the exterior cabinet door opening and one (1) white LED strip light installed on the left side of the interior cabinet door opening. The lighting will be controlled by an automatic door switch and a rocker switch on the front of the cabinet.

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**FORWARD FACING CENTER SEATS**

There will be two (2) forward facing, USSC Valor seats provided at the center position in the crew cab. For optimal comfort, the seats will be provided with a 15.00" deep foam cushion.

The seat back will be an SCBA style with 95 degree back. The SCBA cavity will be adjustable from front to rear in 0.75" increments to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seats will be furnished with a 3-point, shoulder type seat belt.

**CABINET FALSE FLOOR**

A sweep out false floor will be provided on the floor of the cabinet located both EMS cabinets to provide ease of access to remove contents. The floor will not impact the clear door opening height.

The false floor will be provided in two (2) cabinets.

**SEAT UPHOLSTERY**

All seat upholstery will be black, sewn with red stitching, ValorTechXD anti-microbial material.

**AIR BOTTLE HOLDERS**

All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G.

There will be a quantity of two (2) SCBA brackets.

**BACK REST INSERTS**

Provided with the USSC SCBA seats will be back rest inserts which covers the SCBA cavity.

The insert covers will be padded and covered with same material as the seat.

A total of two (2) inserts covers will be provided.

**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 applicable NFPA 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 will provide ease of operation in the normal seating position.



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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.

Any flip up seats will include a 3-point shoulder type belts only.

To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

**HELMET STORAGE PROVIDED BY FIRE DEPARTMENT**

NFPA 1900, 2024 edition, section 11.1.8.4.1 requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.

**CAB DOME LIGHTS**

There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.

**PORTABLE HAND LIGHTS PROVIDED BY FIRE DEPARTMENT**

The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.

**CAB INSTRUMENTATION**

The cab instrument panel will include gauges, 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.



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**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 telltale light on indicator light display with steady tone alarm
  - High volts (15.5 VDC)
    - Amber telltale light on indicator light display with steady tone alarm
- Engine Tachometer (RPM)
- Speedometer MPH (Major Scale), KM/H (Minor Scale)
- Fuel level gauge (Empty - Full in fractions):
  - Low fuel (1/8 full)
    - Amber indicator light in gauge dial with steady tone alarm
- Engine Oil pressure Gauge (PSI):
  - Low oil pressure to activate engine warning lights and alarms
    - Red indicator light in gauge dial with steady tone alarm
- Front Air Pressure Gauges (PSI):
  - Low air pressure to activate warning lights and alarm
    - Red indicator light in gauge dial with steady tone alarm
- Rear Air Pressure Gauges (PSI):
  - Low air pressure to activate warning lights and alarm
    - Red indicator light in gauge dial with steady tone alarm
- Transmission Oil Temperature Gauge (Fahrenheit):
  - High transmission oil temperature activates warning lights and alarm
    - Amber indicator light in gauge dial with steady tone alarm
- Engine Coolant Temperature Gauge (Fahrenheit):
  - High engine temperature activates an engine warning light and alarms
    - Red indicator light in gauge dial with steady tone alarm
- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
  - Low fluid (1/8 full)
    - Amber indicator light in gauge dial

**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

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- Check trans (check transmission)
- Air rest (air restriction)
- DPF (engine diesel particulate filter regeneration)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Regen inhibit (engine emissions regeneration inhibit) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)
- Aux brake overheat (auxiliary brake overheat) (where applicable)
- The following red telltale lamps will be present:
  - Ladder rack down
  - Parking brake
  - Stop engine
- The following green telltale lamps will be present:
  - Left turn
  - Right turn
  - Battery on
  - Ignition
  - Aux brake (auxiliary brake engaged) (where applicable)
- The following blue telltale lamps will be present:
  - High beam

**Alarms**

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning condition is active.

**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 for 3 to 5 seconds when the ignition switch is moved to the on position with the battery switch on.

**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.

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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, defrost, and air conditioning control panel.

Turn signal arm: A self-canceling turn signal with high beam headlight controls.

Windshield wiper control will have high, low, and intermittent modes.

Parking brake control: An air actuated push/pull park brake control.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A maintained 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.

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**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 provided and accessible while standing on the ground. The panel will be 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.

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The diagnostic panel will include the following:

- ENGINE/TRANSMISSION/ABS J1939 Diagnostic Port
- ABS Diagnostic Switch and Indicator - The switch and amber indicator will allow access to diagnostic mode and display of standard ABS system fault blink codes that may be generated by the ABS system
- DPF REGEN (Diesel Particulate Filter Regeneration Switch) (where applicable) will be provided to request regeneration of the engine emission system. An amber indicator will be provided on top of the switch that will illuminate in a "CHECK ENGINE" condition
- REGEN INHIBIT (Diesel Particulate Filter Regeneration Inhibit Switch) (where applicable) will be provided that will request that regeneration be temporarily prevented. A green indicator will be provided on top of the Regen Inhibit switch that will illuminate when the Regen Inhibit feature is active. Regen Inhibit will be disabled upon cycling of the ignition switch to the off state.

**AIR RESTRICTION INDICATOR**

A high air restriction warning indicator light (electronic) will be provided.

**"DO NOT MOVE APPARATUS" INDICATOR**

A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will activate a steady tone alarm when the parking brake is released.

**SWITCH PANELS**

The built-in switch panels will be located in the lower console or overhead console of the cab. Switches will be rocker type with an indicator light, of which is an integral part of the switch.

**WIPER CONTROL**

Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls. The control will be located above the ignition switch.

**SPARE CIRCUIT**

There will be one (1) dual USB fast charge socket mounts installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 4.8 amps at 12 volts DC.
- The USB socket mount will be officer dash.
- Termination will be a Blue Sea Systems part number 1045 dual USB charger socket.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is applied.

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**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 15 amps at 12 volts DC.
- Power and ground will terminate officer side dash area.
- Termination will be with 15 amp, power point plug with rubber cover.
- Wires will be sized to 125 percent of the protection.

Battery direct loads cannot be Load Managed.

**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 30 amps at 12 volts DC
- Power and ground will terminate behind officer seat
- Termination will be with a 10-place bus bar with screws and removable cover
- Wires will be sized to 125% of the protection

Battery direct loads cannot be Load Managed

**INFORMATION CENTER**

There will be a LCD display integral to the cab gauge panel provided that will display the following information:

- Total distance
- Trip distance
- Total hours
- Trip hours
- PTO "A" hours
- PTO "B" hours

**COLLISION MITIGATION**

There will be a HAAS Alert®, Model HA7 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA7 cellular transponder module will be installed behind the cab windshield, as high and near to the center as practical, to allow clear visibility to the sky. The module dimensions are 5.40" long x 2.70" wide x 1.30" high, and operating temperature range is -40 degrees Celsius to 85 degrees Celsius.

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The transponder will be connected to the vehicle's emergency master circuit and battery direct power and ground.

While responding with emergency lights on, the HA7 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with the WAZE app.

While on scene with emergency lights on, the HA7 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app.

The HA7 Responder-to-Vehicle (R2V) collision avoidance system will include the transponder and a 5 year cellular plan subscription.

Activation of the HAAS Alert system requires a representative of the customer to accept the End User License Agreement (EULA) via an on-line portal.

### **VEHICLE DATA RECORDER**

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Internal clock syncs the time and date when a laptop is connected

### **Seat Belt Monitoring System**

A seat belt monitoring system (SBMS) will be provided. 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



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- No Occupant & Unbuckled = No indicator and no alarm

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

### **INTERCOM SYSTEM**

There will be digital, single radio interface, intercom located in the overhead console, PNL POS B in the cab. The front panel will have master volume, and squelch controls with illuminated indicators, allowing for independent level setting of radio and auxiliary audio devices.

There will be one (1) radio listen only / transmit control with select, monitor, receive, and transmit indicators. There will be one (1) auxiliary audio input with select, and receive indicators.

Headset jacks will be provided for the driver, officer, and two (2) crew positions located at both forward facing seats .

The following Firecom components will be provided:

- One (1) 5100D Intercom
- Four (4) HM-10 Interior headset jacks
- All necessary power and station cabling

### **RADIO / INTERCOM INTERFACE CABLE**

The apparatus manufacturer will supply and install one (1) radio interface cable before delivery of the vehicle.

The radio equipment to be used by the customer will be:

- Kenwood, Model number TK-790.

### **UNDER THE HELMET HEADSET, RADIO TRANSMIT**

There will be two (2) Firecom™, Model UH-51, under helmet, radio transmit headset(s) provided driver's seat and officer seat.

Each headset will feature:

- Coiled cord with rugged angled plug
- Noise cancelling electric microphone
- Flex boom rotates for left or right dress
- Adjustable volume control
- ComLeather ear seals with 24 dB noise reduction
- Radio Push To Transmit button. Mic is always live for intercom communication





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**UNDER THE HELMET HEADSET, INTERCOM ONLY**

There will be two (2) Firecom™, Model UH-52, under helmet, intercom only headset(s) provided driver's side inboard forward facing seat and passenger's side inboard forward facing seat.



Each headset will feature:

- Coiled cord with rugged angled plug
- Noise cancelling electric microphone
- Flex boom for left or right dress
- Adjustable volume control
- ComLeather ear seals with 24 dB noise reduction
- Intercom Push To Talk button

**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 the current edition of applicable NFPA standards for equipment mounting.

**BRACKET, JOHNNY RAY**

There will be one (1) Johnny Ray, radio swivel bracket rated for 7 lbs. and will be provided and installed on top of the center dash, above switch location #13 (centered side to side as far rearward as possible).

**INTERFACE EXTENSION CABLE**

There will be two (2) Firecom, 108-0086-00, radio interface extension cable(s) routed to panel B overhead to radio on lower dash up to 19.00' from the intercom.

**TWO WAY RADIO INSTALLATION**

There will be one (1) customer supplied two way radio(s) with a single remote head sent to the apparatus manufacturers preferred radio installer to be installed Transceiver to be located behind the officer seat per the shipping document.

The remote radio head will be located on a Johnny Ray swivel on top of the center dash, above switch location #13 (centered side to side as far rearward as possible) .

No antenna mount or whip will be included in this option.

Specific shipping requirements will be followed.

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**RADIO ANTENNA MOUNT**

There will be two (2) standard 1.125", 18 thread antenna-mounting base(s) installed on the raised roof area, one (1) on the left side and one (1) on the right side, each approximately 12" inboard from the cab side 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.



**VEHICLE CAMERA SYSTEM**

There will be a color vehicle camera system provided with the following:

- One (1) Analog High Definition (AHD) white camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.

The camera image will be displayed on a 7.00" High Definition (HD) display located in view of the driver on the dash. The display will include manual camera activation capability and audio from the active camera.

The following components will be included:

- One (1) HD700136DC, display
- One (1) 1080p AHD rear camera
- All necessary cables

**Camera Switcher**

A camera switcher is not required.

**RECESS REAR CAMERA**

A rear camera recess will be provided in the center at the rear.

**ELECTRICAL POWER CONTROL SYSTEM**

A compartment will be provided in or under the cab to house the vehicle's electrical power and signal circuit protection and control components. The power and signal protection and control compartment will contain circuit protection devices and power control devices. Power and signal protection and control components will be protected against corrosion, excessive heat, excessive vibration, physical damage and water spray.

Serviceable components will be readily accessible.

Circuit protection devices, which conform to SAE standard, will be utilized to protect each circuit. All circuit protection devices will be sized to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting) and conform to SAE J553 or J258. When required, automotive type fuses conforming to SAE J554, J1284, J1888 or J2077 will be utilized to protect electronic equipment.

Power control relays and solenoids will have a direct current (dc) rating of 125 percent of the maximum current for which the circuit is protected.

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Visual status indicators will be supplied to identify control safety interlocks and vehicle status. In addition to visual status indicators, audible alarms designed to provide early warning of problems before they become critical will be used.

**Voltage Monitor System**

A voltage monitor system will be provided to indicate the status of each battery system connected to the vehicle's electrical load. The monitor system will provide visual and audio warning when the system voltage is below optimum levels.

**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

**EMI/RFI Protection**

The electrical system proposed will include means to control undesired electromagnetic and radio frequency emissions. State of the art electrical system design and components will be used to ensure radiated and conducted EMI (electromagnetic interference) and RFI (radio frequency interference) emissions are suppressed at their source.

The apparatus proposed will have the ability to operate in the electromagnetic environment typically found in fire ground operations. The contractor will be able to demonstrate the EMI and RFI testing has been done on similar apparatus and certifies that the vehicle proposed meets SAE J551 requirements.

EMI/RFI susceptibility will be controlled by applying immune circuit designs, shielding, twisted pair wiring and filtering. The electrical system will be designed for full compatibility with low level control signals and high powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI-RFI susceptibility.

**ELECTRICAL**

All 12-volt electrical equipment installed by Pierce Manufacturing will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.

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2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also, a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will have this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection.

Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

### **BATTERY SYSTEM**

There will be four (4) 12 volt Stryten/Exide®, Model 31S950X5W, batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Group 31
- Rating of 3800 CCA at 0 degrees Fahrenheit
- 760 minutes of reserve capacity
- Threaded stainless steel studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

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**BATTERY SYSTEM**

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

**MASTER BATTERY SWITCH**

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

**BATTERY COMPARTMENTS**

Batteries will be placed on non-corrosive mats and be stored in well ventilated compartments located under the cab and bolted directly to the chassis frame. The battery boxes will have reinforced sides. The battery compartments will be constructed of 0.188" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The battery hold-downs will be of a non-corrosive material. All bolts and nuts will be stainless steel.

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.

**BATTERY CHARGER**

There will be a Kussmaul™, Chief Series Smart Charger 6012, product code 091-266-12-60, 60 amp battery charger with build-in touch screen display provided.

The battery charger will be wired to the AC shoreline inlet through a junction box located near the battery charger.

The battery charger will be located in the cab behind the driver seat.

**REMOTE CONTROL PANEL - BATTERY CHARGER**

There will be a Kussmaul™, Chief Series Smart Charger remote control panel, product code 091-266-RCP included.

The battery charger indicator will be located on the driver's seat riser.

**AUTO EJECT FOR SHORELINE**

There will be one (1) Kussmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

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There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to the battery charger.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side exterior of cab, behind crew cab door.

### **ALTERNATOR**

There will be a Leece-Neville, Model BLP4003, alternator provided. It will have a rated output current of 420 amp as measured by SAE method J56. The alternator will feature an integral, self diagnostic regulator and rectifier. The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

### **ELECTRONIC LOAD MANAGEMENT**

An electronic load management (ELM) system that monitors the vehicles 12-volt electrical system, and automatically reduces the electrical load in the event of a low voltage condition and by doing so, ensures the integrity of the electrical system.

The ELM will monitor the vehicle's voltage while at the scene (parking brake applied). It will sequentially shut down individual electrical loads when the system voltage drops below a preset value. Two (2) separate electrical loads will be controlled by the load manager. The ELM will sequentially re-energize electrical loads as the system voltage recovers.

### **HEADLIGHTS**

There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights with heated lens mounted in the front quad style, chrome housing on each side of the cab grille:

- the outside light on each side will contain a part number 055\*\*\*1 low beam module
- the inside light on each side will contain a part number 055\*\*\*1 high beam module
- the headlights to include chrome bezels

The low beam lights will be activated when the headlight switch is on.

The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.

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**DIRECTIONAL LIGHTS**

There will be two (2) Whelen®, Model 604T\*, amber LED populated 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.

The flash pattern of the directional lights will be Steady On (Arrow).

**INTERMEDIATE LIGHT**

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

**CAB CLEARANCE/MARKER/ID LIGHTS**

There will be two (2) Truck-Lite Model 35200Y, 1.00" high x 4.00" wide x 1.25" deep lights with amber LEDs and amber lenses provided to indicate the presence and overall length of the vehicle in the following locations:

- Two (2) lights installed as front side clearance lights will be installed, one (1) on each side above the cab doors.

The lights will be installed with aluminum guards.

All other forward facing clearance lights will be included with the visor scene light.

**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.

**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

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- 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.

### **REAR FMVSS LIGHTING**

The rear stop/tail and directional lighting included in the rear tail light housing will include the following:

- Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs
- Two (2) Whelen, Model M62T, 4.30" high x 6.70" wide x 1.40" deep directional lights with amber LEDs. The directional lights will be set to Steady On (Arrow) flash pattern.
- The lens color(s) to be the same as the LEDs.

There will be two (2) Whelen Model M62BU, LED backup lights provided in the tail light housing.

### **LICENSE PLATE BRACKET**

One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus.

One (1) white LED light with chrome housing will be provided to illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

### **LIGHTING BEZEL**

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.



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**BACK-UP ALARM**

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

**WARNING LIGHT FLASH PATTERN**

The flash pattern of all the exterior warning lights will be set to meet the certified California, Title XIII flash pattern by either the light manufacturer's default flash pattern or by a conversion change to the certified flash pattern.

**CAB PERIMETER SCENE LIGHTS**

There will be four (4) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" white LED strip lights provided, one (1) for each cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

**PUMP HOUSE PERIMETER LIGHTS**

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" LED weatherproof strip lights with brackets provided under the pump panel running boards, one (1) each side.

If the combination of options in the vehicle does not permit clearance for a 20.00" light, a 12.00" version of the Amdor light will be installed.

The lights will be controlled by the same means as the body perimeter lights.

**BODY PERIMETER SCENE LIGHTS**

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00" long, white LED's, 12 volt DC lights provided at the rear step area of the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated when the parking brake is applied.

**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 applicable NFPA standards.

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**LIGHT GUARD**

There will be one (1) aluminum treadplate guard(s), provided to protect the Whelen Summit light bar(s), on the body catwalk, one (1) over RS2 .

**12 VOLT LIGHTING**

There will be a Whelen® Model S86M\*\*, 86.00" long 38,880 lumens DC powered light provided on the front cab roof as far forward as practical. The painted parts of this light assembly to be white.

The light will include the following:

- White scene LEDs
- Two (2) amber LED modules as clearance lights
- Three (3) amber LED modules as identification lights
- Four (4) additional LED modules. The additional modules to be four (4) scene light modules with white LEDs

The clearance and identification LEDs will be activated with the headlight switch.

The scene LEDs will be activated when the battery switch is on and by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch at the passenger's side switch panel.

There will be a switch in the cab on the switch panel to control the flashing or spot LED modules.

Amber flashing LED modules will be deactivated when the parking brake is released.

The white scene and flashing LED modules may be load managed when the parking brake is applied.

**12 VOLT DC SCENE LIGHTS**

There will be one (1) Whelen® Model PCPSM2\*, 16,000 lumens 12 volt DC powered light(s) with white LEDs installed on the cab located, RS rearward of the front cab door, as high as possible.

The surface mount housing(s) will be provided with a chrome cover.

The light(s) will be activated by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

**12 VOLT DC SCENE LIGHTS**

There will be one (1) Whelen® Model PCPSM2\*, 16,000 lumens 12 volt DC powered light(s) with white LEDs installed on the cab located, LS rearward of the front cab door, as high as possible.

The surface mount housing(s) will be provided with a chrome cover.

The light(s) will be activated by a switch at the driver's side switch panel, by a switch at the left side pump panel and by a switch at the passenger's side switch panel.

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The light(s) may be load managed when the parking brake is applied.

**12 VOLT LIGHTING**

There will be one (1) Whelen® Model S30M\*\*, 12,960 lumens 30.00" 12 volt DC light(s) with white LEDs provided on the right side of the body located, on the catwalk, centered over the RS2 compartment. The painted parts of this light assembly to be white.

The light(s) will include the following:

- Six (6) scene light modules with white LEDs
- Three (3) amber LEDs as marker lights
- Two (2) additional LED modules. The additional modules to be two (2) scene light modules with white LEDs.

The lights will be activated per the following:

- The amber marker lights not activated.
- The scene LEDs will be controlled by the same control that has been selected for the passenger's side scene light(s).
- There will be a switch in the cab on the switch panel to control the flashing or spot LED modules.
- The light(s) may be load managed when the parking brake is applied.

**12 VOLT LIGHTING**

There will be one (1) Whelen® Model S30M\*\*, 12,960 lumens 30.00" 12 volt DC light(s) with white LEDs provided on the left side of the body located, on the catwalk, centered over the LS2 compartment. The painted parts of this light assembly to be white.

The light(s) will include the following:

- Six (6) scene light modules with white LEDs
- Three (3) amber LEDs as marker lights
- Two (2) additional LED modules. The additional modules to be two (2) scene light modules with white LEDs.

The lights will be activated per the following:

- The amber marker lights not activated.
- The scene LEDs will be controlled by the same control that has been selected for the driver's side scene light(s).
- There will be a switch in the cab on the switch panel to control the flashing or spot LED modules.
- The light(s) may be load managed when the parking brake is applied.

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**HOSE BED LIGHTS**

There will be Amdor LumaBar H2O, Model AY-9750-20, 20.00" white 12 volt DC LED light strips provided to illuminate the hose bed area.

- One (1) LED light strip will be installed on the driver's side hose bed cover 30.00" from the front of the hose bed, as close to the hinge as practical.
- One (1) LED light strip will be installed on the passenger's side hose bed cover 30.00" from the rear of the hose bed, as close to the hinge as practical.

The lights will be activated when the hosebed cover is raised.

**REAR SCENE LIGHT(S)**

There will be two (2) Whelen®, Model M9LZ\*, 6.50" high x 10.37" wide x 1.37" deep scene light(s) with white LEDs and chrome trim installed at the rear of the apparatus, one (1) each side high on rear body bulkhead .

The light(s) will be controlled by a switch at the driver's side switch panel, by a switch at the passenger's side switch panel, by a switch at the driver's side pump panel and by a cup switch at the driver's side rear bulkhead.

The light(s) may be load managed when the parking brake is applied.

**WALKING SURFACE LIGHT**

There will be three (3) Model FRP, 4" round black 12 volt DC LED light(s) with bolt mount provided Two on cross divider ahead of water tank, one to shine into cargo bed, and one to shine on top of water tank. One to illuminate the hose bed cover to illuminate the designated walking surface on top of the body.

The light(s) will be activated when the body step lights are on.

**WATER TANK**

Booster tank will have a capacity of 750 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated.

The tank will be stepped in design to allow for a low hosebed.

Tank joints and seams will be nitrogen welded inside and out.

Tank will be baffled in accordance with the current edition of applicable NFPA standards.

Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.

Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.

Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.

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All partitions will interlock and will be welded to the tank bottom and sides.

Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank.

Sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated cradle assembly constructed of structural steel.

Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing.

Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.

Mounting system will be approved by the tank manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

One (1) sleeve will be provided in the water tank for a 2.50" pipe to the rear.

**WATER TANK RESTRAINT**

A heavy-duty water tank restraint will be provided.

**HOSE BED**

The hose bed will be fabricated of 0.125"-5052 aluminum with a nominal 38,000 psi tensile strength.

The hose bed will be as low as practical.

Upper and rear edges of side panels will have a double break for rigidity.

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The upper inside area of the beavertails will be covered with brushed stainless steel to prevent damage to painted surface when hose is removed.

Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.

A cross divider will be provided at the front of the hose bed before the tank transitions from the lower section to the upper section. The divider will run from the top of the side sheet down below the hose bed grating.

The hose bed interior walls will be painted to match the lower body color.

Hose bed will accommodate the following hose: Hosebed #1 = 300' x 2.50" DJ poly hose and 300' x 1.75" DJ poly hose (stacked) / Hosebed #2 = 900' x 5.00" rubber hose / Hosebed #3 = 900' x 3.00" DJ poly hose / All flat loads.

**HOSE BED DIVIDER**

Two (2) hosebed dividers will be furnished for separating hose.

Each divider will be constructed of a 0.25" 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.

**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. A stationary bridgework support assembly will be provided at the rear to support the cover.

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.

The hose bed cover will be connected to the Do Not Move Truck indicator. The light will be activated if the cover is not in the stowed position and the parking brake is released.

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**HOSE RESTRAINT REAR**

At the rear of the hose bed, a red vinyl flap will be provided. The vinyl flap will be split into two sections at the center hosebed divider. The vinyl flap will be provided with hook and loop between each section. The top of the vinyl flap will be attached to the top of the hosebed with permanent web straps looping through footman loops. The bottom of the vinyl flap will attach to the bottom of the hosebed with spring clip and hook. The bottom of the flap will be chain weighted.

**RUNNING BOARDS**

Running boards will be fabricated of 0.125" 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 12.75" deep and spaced 0.50" away from the pump panel.

A splash guard will be provided above the running board treadplate.

**TAILBOARD**

The tailboard will also be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.

The tailboard area will be 16.00" deep.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

**REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL**

The rear facing surfaces of the center rear wall will be smooth aluminum.

The bulkheads, the surface to the rear of the side body compartments, will be smooth and the same material as the body.

Any inboard facing surfaces below the height of the hosebed will be aluminum diamondplate.

**REAR TOW EYES**

Two (2) tow eyes, which are an integral part of the body mounting substructure, will be installed below the rear of the truck.

The tow eyes will be of adequate strength to allow the truck to be pulled from the eyes.

**REAR TOW BAR**

One (1) tow bar will be installed under the tailboard.

The tow bar assembly will be designed and positioned to allow up to a 30-degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.

The tow bar design will have been tested and evaluated using finite element analysis techniques.

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**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. Two (2) hose trays will be located one (1) in each side running board.

**HOSE TRAY**

Two (2) hose trays will be recessed one (1) in each side running board.

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. Drain holes will be provided.

**COMPARTMENTATION**

Body and compartments will be fabricated of 0.125", 5052-H32 aluminum.

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.

Side compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

The side compartment door opening will be framed by flanging the edges in 1.75" and bending out again 0.75" 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 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 is designed for sustaining maximum loads.

Forward to the rear axle, the support system will include "L"-shaped support members bolted to the chassis frame rails. These welded support members will include vertical formed channels, horizontal



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structural channels, and support gussets. These parts extend from the chassis frame outward underneath the body.

Rearward to the rear axle, the body support system will include two rearward facing "L"-shaped support members bolted to the chassis frame rails. These support members will be connected to the two body supporting crossmembers forming a boxed foundation for the rear body support system.

Steel upper platform decks will be mounted on the top of these support members to create a floating substructure which will result in a 500 lb equipment support rating per lower compartment.

All structural components of this system will be made from high strength 50K steel plate material or structural steel componentry. The steel frames as well as the steel vertical angles will be treated with an epoxy E-coat to provide resistance to corrosion and chemicals as standard.

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.

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 pattern which assimilates a three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body.

A design with body compartments hanging on the chassis in an unsupported fashion will not be acceptable.

### **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 will be fully tested. Proven engineering and test techniques such as finite element analysis, strain gauging, and model analysis will be performed with special attention given to fatigue, life and structural integrity of the body and substructure.

Body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.

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- Making a 90 degree turn, while driving at 20 mph to simulate 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 34.50" 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 28.75" 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 25.88" deep in the lower 26.00" of height and 12.00" deep in the remaining upper section of the compartment. 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.

**RIGHT SIDE COMPARTMENTATION**

The right side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" 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 28.75" 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 25.88" deep in the lower 26.00" of height and

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12.00" deep in the remaining upper section of the compartment. 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.

**SIDE COMPARTMENT ROLLUP DOOR(S)**

There will be six (6) compartment doors installed on the side compartments. The doors will be double faced aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by 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 to be provided for each roll-up door. 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.

**REAR COMPARTMENTATION**

A roll-up 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 spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartment will be calculated with the compartment door closed.

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A louvered, removable access panel will be furnished on the back wall of the compartment.

The rear compartment will be open into the rear side compartments.

The clear door opening of this compartment will be a minimum of 33.25" wide x 23.88" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

**ROLLUP REAR COMPARTMENT DOOR**

There will be a rear rollup door. The door 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 to be provided for each roll-up door. 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.

Door will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surface 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.

**DOOR GUARD**

There will be seven (7) compartment doors that will include a guard/drip pan designed to protect the roll-up door from damage when in the retracted position and contain any water spray. The guard will be fabricated from stainless steel and installed all body compartments..

**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).

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Opening the compartment door will automatically turn the compartment lighting on.

**MOUNTING TRACKS**

There will be seven (7) sets of tracks for mounting shelf(s) in LS1, LS2, LS3, RS1, RS2, RS3 and B1. These tracks will be installed vertically to support the adjustable shelf(s). The tracks will be unpainted with a natural finish.

**ADJUSTABLE SHELVES**

There will be five (5) shelves with a capacity of 500 lb provided.

The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides.

Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location(s) will be in RS3 in the upper third, in RS1 in the upper third, in B1 centered between the floor and ceiling, in LS3 in the upper third and in LS1 in the upper third.

**SLIDE-OUT FLOOR MOUNTED TRAY**

There will be three (3) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray.

There will be two undermount-roller bearing type slides rated at 250 lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

The location(s) will be RS1, LS1 and B1.

**RUB RAIL**

Bottom edge of the side and rear of the body compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

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The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

**BODY FENDER CROWNS**

Polished stainless steel fender crowns will be provided around the rear wheel openings with a dielectric barrier will be provided between the fender crown and the fender sheet metal to prevent corrosion.

The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion. Rubber welting will be provided between the body and crown.

**BODY FENDER LINER**

A painted to match the lower body color fender liner will be provided. The liners will be removable to aid in the maintenance of rear suspension components.

**HARD SUCTION HOSE PROVIDED BY DEALER**

Hose is not on the apparatus as manufactured. The dealer will provide suction or supply hose.

There will be two (2) lengths of 10' long x 4.00" diameter hose provided and equipped with a 4.00" NST rocker lug couplings provided on the ends. The brand will be Kocheck.

**HOSE TROUGH**

A quantity of two (2) hard suction hose troughs will be compartment top mounted on an angle bracket. These hose troughs will be located on the left side.

Troughs will be constructed of aluminum painted job color.

A quantity of two (2) chrome plated, quarter turn, spring loaded clamps will be provided on the troughs to contain the hard suction hose.

**HANDRAILS**

The handrails will be 1.25" diameter knurled aluminum to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

Handrails will be provided to meet current edition of applicable NFPA standards. The handrails will be installed as noted on the sales drawing.

One (1) vertical handrail will be located on each rear bulkhead.

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**ADDITIONAL HANDRAIL**

Three (3) handrails, 10.00" long, will be mounted one located driver side on top of front hosebed sheet and one each side of the rear facing camera. The handrail will be constructed out of knurled aluminum.

**EXTINGUISHER/AIR BOTTLE/ STORAGE (TRIANGULAR)**

A total of one (1) extinguisher/air bottle/storage compartments will be provided on the right side forward of the rear wheels. The triangular shaped compartment will be sized to fit a 8.00" diameter extinguisher in the lower area and a 8.00" diameter extinguisher in the upper area. The compartment will be approximately 25.50" deep. A partition will be provided to separate the compartment. Also inside the compartment, black rubber matting will be provided. The compartment will be furnished with a drain hole. A painted stainless steel, triangular shaped door with a Southco raised trigger C2 chrome lever latch will be provided to contain the air bottles. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

**AIR BOTTLE COMPARTMENT STRAP**

A strap will be provided in the air bottle compartment(s) to help contain the bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

**AIR BOTTLE STORAGE (TRIPLE)**

A quantity of one (1) air bottle compartment designed to hold (3) air bottles up to 7.25" in diameter x 26.00" deep will be provided on the right side rearward of the rear wheels. A painted stainless steel door with a Southco raised trigger C2 chrome lever latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black Dura-Surf friction reducing material will be provided.

**AIR BOTTLE COMPARTMENT STRAP**

A strap will be provided in the air bottle compartment(s) to help contain the air bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

**AIR BOTTLE STORAGE (DOUBLE)**

A quantity of 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 to cover the double air bottle opening and the DEF tank access and on the left side rearward of the rear wheels. The triangular door to cover the double air bottle opening and the fuel tank access. A painted stainless steel door with a Southco raised trigger C2 chrome lever latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black Dura-Surf friction reducing material and "W" shaped insert formed of composite materials will be provided.



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**AIR BOTTLE COMPARTMENT STRAP**

A strap will be provided in the air bottle compartment to help contain the air bottle when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

**EXTENSION LADDER**

There will be a 24' two-section aluminum Duo-Safety Series 900-A extension ladder provided.

**ROOF LADDER**

There will be a 14' aluminum Duo-Safety Series 775-A roof ladder provided.

**LADDER STORAGE**

The ladders and a single backboard will be stored between the water tank and the right side compartments.

The ladders will extend into the pump compartment just to the rear of the water pump discharges.

Backboard dimensions will be 72" X 18" X 2".

The ladder storage area will be enclosed as practical by means of sheet metal to protect the ladders from road dirt. The ladders that extend into the pump house will also be enclosed. A black rubber boot will be provided to enclosed the ladders in the gap between the pump house and the body.

Each ladder will be stored vertically in a separate stainless steel storage trough. Each stainless steel trough will be lined with nylon slides.

If the apparatus does not have a flush rear wall, an aluminum enclosure will be provided at the rear of the body to properly contain the ladders. This enclosure will extend to the rear of the side body compartments.

The enclosure will also include a vertically hinged smooth aluminum door with a D-handle latch to access the ladders. The door will be hinged on the right side.

On the rear wall, there will be a brushed stainless steel scuffplate around the door for the ladder enclosure.

**FOLDING LADDER**

One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed.

**FOLDING LADDER STORAGE**

There will be storage designated right side for folding ladders stored between the side sheet in a stainless steel trough in the ladder storage compartment.

**STOKES BASKET STORAGE**

A storage trough constructed of aluminum treadplate will be provided on the top of the body on the right side of the truck, at the forward section, above the RS2 and RS3 compartments. The trough will be sized for a stokes basket 83.00" long x 23.00" wide x 7.25" high. The basket will be held in place by Velcro® straps.



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**PIKE POLE, 8'**

One (1) pike pole, 8' long Nupla with a fiberglass I-beam handle, will be provided ground ladder storage compartment.

**PIKE POLE, 6'**

One (1) pike pole, 6' long Nupla with a fiberglass I-beam handle, will be provided.

**PIKE POLE STORAGE**

Aluminum tubing will be used for the storage of two (2) pike poles and will be located in ladder storage compartment. If the head of a pike pole can come in contact with a painted surface, a stainless steel scuffplate will be provided.

**FOLDING STEPS FRONT OF BODY**

Folding steps will be provided full height on the left side and right side body compartments to provide access to the cargo bed. Steps will be spaced evenly on the sales drawing. Actual quantity may vary due to pump panel interferences but will meet the NFPA required maximum stepping height.

The Trident steps will be bright finished, non-skid with a black tread coating on the stepping surface.

The step will incorporate an LED light to illuminate the stepping surface.

The steps can be used as a hand hold with two openings wide enough for a gloved hand.

**REAR FOLDING STEPS**

Bright finished, non-skid folding steps with a black tread coating on the stepping surface will be provided at the rear. 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.

**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 (LEFT SIDE CONTROL)**

All pump controls and gauges will be located at the left side of the apparatus and properly identified.

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Layout of the pump control panel will be ergonomically efficient and systematically organized.

The pump operator's control panel will be removable in two (2) main sections for ease of maintenance:

The upper section will contain sub panels for the mounting of the pump pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable). Sub panels will be removable from the face of the pump panel for ease of maintenance. Below the sub panels will be located all valve controls and line pressure gauges.

The lower section of the panel will contain all inlets, outlets, and drains.

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.

### **IDENTIFICATION TAGS**

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 directly above the corresponding discharge control tee handles and recessed within the same chrome plated casting as the rod guide for quick identification. The gauge and rod guide casting will be removable from the face of the pump panel for ease of maintenance. The casting will be color coded to correspond with the discharge identification tag.

All remaining identification tags will be mounted on the pump panel in chrome plated bezels.

The pump panel on the right side will be removable with lift and turn type fasteners.

Trim rings will be installed around all inlets and outlets.

### **PUMP**

Pump will be a Waterous CSU, 1500 gpm single (1) 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.

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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 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.

Pump will be equipped with a self-adjusting, maintenance-free, mechanical shaft seal.

The mechanical seal will consist of a flat, highly polished, spring fed carbon ring that rotates with the impeller shaft. The carbon ring will press against a highly polished stainless steel stationary ring that is sealed within the pump body.

In addition, a throttling ring will be pressed into the steel chamber cover, providing a very small clearance around the rotating shaft in the event of a mechanical seal failure. The pump performance will not deteriorate, nor will the pump lose prime, while drafting if the seal fails during pump operation.

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.

### **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.

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**PUMPING MODE**

An interlock system will be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. The interlock system will be designed to allow stationary pumping only.

**AIR PUMP SHIFT**

Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab. A manual back-up shift control will also be located on the left side pump panel.

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".

The pump shift will be interlocked to prevent the pump from being shifted out of gear when the chassis transmission is in gear to meet NFPA requirements.

The pump shift control in the cab will be illuminated to meet NFPA requirements.

**TRANSMISSION LOCK-UP**

The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.

**AUXILIARY COOLING SYSTEM**

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be a separate unit. It will be installed in the pump or engine compartment with the control located on the pump operator's control panel. The exchanger will be plumbed to the master drain valve.

**PUMP INTAKE RELIEF VALVE**

An Akron Style 53 relief valve will be installed on the suction side of the pump preset at 125 psig.

The relief valve will have a working range of 50 psi to 250 psi.

The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

The relief valve pressure control will be located behind the right side pump panel with a stainless steel access door.

**PRESSURE CONTROLLER**

A Pierce Pump Boss Model PBA300 pressure governor will be provided.

A pressure transducer will be installed in the water discharge manifold on the pump.

The display panel will be located at the pump operator's panel.

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**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 applicable NFPA standards.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

**PUMP MANUALS**

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

**PLUMBING, STAINLESS STEEL AND HOSE**

All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

**MAIN PUMP INLETS**

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

**SHORT SUCTION TUBE(S)**

The suction tube(s) on the water pump will have short suction tube(s) installed to allow for installation of adapters, elbows or intake valves without excessive overhang.

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**MAIN PUMP INLET CAP**

The main pump inlets will have National Standard Threads with a long handle chrome cap.

The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.



**VALVES**

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

The location of the valve for the two (2) inlets will be recessed behind the pump panel.

**INLET CONTROL**

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

**LEFT SIDE INLET**

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

**RIGHT SIDE INLET**

There will be one (1) auxiliary inlet with a 2.50" valve at the right side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

**ANODE, INLET**

A pair of sacrificial zinc anodes will be provided in the water pump inlets to protect the pump from corrosion.

**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 "T" 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.

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No snubber bleeder valves are acceptable.

**TANK TO PUMP**

The booster tank will be connected to the intake side of the pump with heavy duty piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. The tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

The control on the pump panel will be "in" when the valve is open and "out" when the valve is closed.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

**TANK REFILL**

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

**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.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 16.7.5.3.

**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.

**LEFT SIDE OUTLET ELBOWS**

The 2.50" discharge outlets located on the left side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

**RIGHT SIDE 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.

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**RIGHT SIDE OUTLET ELBOWS**

The 2.50" discharge outlets located on the right side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

**LARGE DIAMETER DISCHARGE OUTLET**

There will be an Akron 8800 4.00" flat ball valve with 4.00" plumbing terminating with a 4.00" MNST chrome adapter on the right side pump panel.

The valve will be controlled with a(n) Pierce large handwheel with indicator located at the pump operator's panel.

**LARGE DIAMETER OUTLET CAP**

The large diameter outlet will have a National Standard hose thread adapter with a 4.00" rocker lug chrome plated cap and chain.

The cap will be the Pierce VLH, which incorporates a patent pending thread design to automatically relieve stored pressure in the line when disconnected.

**FRONT DISCHARGE OUTLET**

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located on the top of the right side of the front bumper.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel.

There will be Class 1 quarter turn round handle drains provided at all low points of the piping.

**REAR DISCHARGE OUTLET**

There will be One (1) discharge outlet piped to the rear of the hose bed, left side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.

**REAR OUTLET ELBOWS**

The 2.50" discharge outlets located at the rear of the apparatus will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.



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**DISCHARGE CAPS/ INLET PLUGS**

Chrome plated, rocker lug, caps with vinyl covered cables will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets.

Chrome plated, rocker lug, plugs with vinyl covered cables will be furnished for all auxiliary inlets 1.00" thru 3.00" in size.

The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

**OUTLET BLEEDER VALVE**

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a T swing style handle control extended to the outside of the side pump panel.

The handles will be chrome plated and provide a visual indication of valve position.

The T swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to.

The water discharged by the bleeders will be routed below the chassis frame rails.

No snubber drain valves are acceptable.

**DISCHARGE DRAIN VALVES**

Provide a manual style drain in all low plumbing points that would normally have automatic drains.

**DELUGE RISER**

A 3.00" deluge riser will be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping will be rigidly braced and installed securely so no movement develops when the line is charged. The riser will be gated and controlled at the pump operator's panel with a handwheel control.

**TELESCOPIC PIPING**

The deluge riser piping will include a 18.00" Task Force Model XG18 Extend-A-Gun extension.

This extension will be telescopic to allow the deluge gun to be raised 18.00" increasing the range of operation.

A position sensor will be provided on the telescopic piping that will activate the "do not move vehicle" light inside the cab when the monitor is in the raised position.

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**MONITOR**

A Task Force Crossfire XFC-52 monitor package will be furnished and properly installed on the deluge riser. The monitor will include a M-R nozzle, 10" stream straightener and quad stacked tips. The portable base unit with folding legs and a safety valve will have (2) 2.50" female NST inlets. The monitor will be painted as provided by monitor manufacturer.

The deluge riser Extend-a-Gun will have provisions for direct mounting a Task Force Tips CrossFire monitor.

**CROSSLAY HOSE BEDS**

Two (2) crosslays with 1.50" outlets will be provided. Each bed to be capable of carrying 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.

**2.50" CROSSLAY HOSE BED**

One (1) crosslay with 2.50" outlets will be provided. This bed to be capable of carrying 200' of 2.50" double jacketed hose and will be plumbed with 2.50" i.d. pipe and gated with a 2.50" quarter turn ball valve.

Outlet to be equipped with a 2.50" 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 control will be at the pump operator's panel.

When used in conjunction with other crosslay/speedlay/deadlay configurations, a center crosslay divider, when needed, will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish. The remainder of the crosslay bed will be painted job color.

Stainless steel vertical scuffplates will be provided at hose bed ends (each side of vehicle). Bottom of hose bed ends (each side) will also be equipped with a stainless steel scuffplate.

Crosslay bed flooring will consist of removable perforated brushed aluminum.

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**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 red 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.

**CROSSLAY 8.00" LOWER THAN STANDARD**

The crosslays will be lowered 8.00" from standard.

**BOOSTER HOSE REEL**

A Hannay electric rewind booster hose reel will be installed over the pump in a recessed open compartment on the right side of the apparatus. The reel will be fabricated of aluminum and have highly polished end discs.

A polished stainless steel roller and guide assembly will be mounted on the reel side of the apparatus.

Discharge control will be provided at the pump operator's panel. Plumbing to the reel will consist of 1.50" Aeroquip hose and a 1.50" valve.

Reel motor will be protected from overload with a circuit breaker rated to match the motor.

An electric rewind control switch will be installed on the reel side pump panel.

Booster hose, .75" diameter and 100 feet, with chrome plated Barway, or equal couplings will be provided.

Working pressure of the booster hose will be a minimum of 800 psi.

Capacity of the hose reel will be 100 feet of .75" booster hose.

There will be one (1) additional polished stainless steel roller and guide assembly mounted on top of the left side cargo side sheet.

**FOAM SYSTEM**

A foam system will not be required on this apparatus.

**PUMP PANEL CONFIGURATION**

The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

**PUMP AND GAUGE PANEL**

The pump and gauge panels will be constructed of aluminum with a black vinyl finish. A polished aluminum trim molding will be provided around each panel.

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**PUMP ACCESS**

**Right Side Panel**

The right side upper pump panel will be removable.

**Panel Fastener**

The removable panels will be secured with chrome rased trigger latch.

The left side pump panels will be attached with screws.

The right side lower pump panel (drain bank) will be attached with screws.

**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.

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

**THROTTLE READY GREEN INDICATOR LIGHT**

There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.

**OK TO PUMP INDICATOR LIGHT**

There will be a green indicator light installed on the pump operators panel that is activated when the pump is in Ok To Pump mode.

**VACUUM AND PRESSURE GAUGES**

The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©.

The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They will be marked with a label.

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This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

**PRESSURE GAUGES**

The individual "line" pressure gauges for the discharges will be Class 1© interlube filled.

They will be a minimum of 2.00" in diameter and have white faces with black lettering.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

Gauges will have a pressure range of 30"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

**WATER LEVEL GAUGE**

There will be an electronic water level gauge provided on the operator's panel that registers water 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 water level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

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 water tank is empty.

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 water and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The field calibratable display measures head pressure to accurately show the tank level.

**LIGHT SHIELD**

There will be a polished, 16 gauge stainless steel light shield installed over the pump operators panel. The light shield will be split into two separate pieces to provide illumination of the entire pump operators panel.

- 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

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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.

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.

### **ADDITIONAL LIGHT SHIELD**

An additional polished, 16 gauge stainless steel light shield will be provided above passenger's side pump panel. The light shield will be split into two separate pieces to provide illumination of the entire pump panel.

- There will be 12 volt DC white LED lights installed under the 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.

### **AIR HORN SYSTEM**

Two (2) Hadley®, eTone, chrome air horns will be recessed in the front bumper. The air horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.

### **Air Horn Location**

The air horns will be located on each side of the bumper, just outside of the frame rails.

### **Air Horn Control**

The air horn(s) will be activated by the following:

- Right side push button switch
- Left side foot switch

### **ELECTRONIC SIREN**

There will be a Whelen, Model 295SL 101, 100 or 200 watt electronic siren with noise canceling plug-in microphone will be provided.

This siren to be active when the battery switch is on and that emergency master switch is on.

The electronic siren head will be located in switch panel # 8 area of the center dash switch panel.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

### **SPEAKER**

There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.

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The speaker will be recessed in the right side of the front bumper, towards the outside.

**AUXILIARY MECHANICAL SIREN**

There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus.

The Q2B will be chrome finish.

The siren will have a 2-gauge cable connected to a power solenoid that is connected by a 2-gauge cable ran battery direct to the primary chassis batteries and will be labeled Q2B+ at the battery. The power solenoid will only be enabled when the emergency master switch is on.

The siren will have a 2-gauge ground wire connected to the chassis battery stud. The cable will be labeled Q2B- at the battery.

The mechanical siren will be recessed behind the front bumper on the left side. The siren will be supported by the bumper framework. The Federal, Model MSFMT-EF, grille will be used on the front bumper in place of the standard Q2B mechanical siren grille.

**MECHANICAL SIREN CONTROL**

The mechanical siren will be activated by the following:

- Left side foot switch.
- Right side push button switch.

A momentary red switch will be included in switch panel #9 to activate the siren brake.

A momentary red switch will be included in the right side overhead switch panel to activate the siren brake.

**FRONT ZONE UPPER WARNING LIGHTS**

There will be an 81.00" Whelen® Freedom™ IV LED lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the left side rear corner position.
- One (1) dual alley LED module in the left side end position.
- One (1) red flashing LED module in the left side front corner position.
- One (1) red flashing LED module in the left side first front position.
- One (1) white flashing LED module in the left side second front position.
- One (1) red flashing LED module in the left side third front position.
- One (1) white flashing LED module in the left side fourth front position.
- One (1) red flashing LED module in the left side fifth front position.
- One (1) red flashing LED module in the left side sixth front position.
- One (1) red steady burning LED module in the left side seventh front position.
- One (1) red steady burning LED module in the right side seventh front position.

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- One (1) red flashing LED module in the right side sixth front position.
- One (1) red flashing LED module in the right side fifth front position.
- One (1) white flashing LED module in the right side fourth front position.
- One (1) red flashing LED module in the right side third front position.
- One (1) white flashing LED module in the right side second front position.
- One (1) red flashing LED module in the right side first front position.
- One (1) red flashing LED module in the right side front corner position.
- One (1) dual alley LED module in the passengers's side end position.
- One (1) red flashing LED module in the right side rear corner position.

There will be clear lenses included on the lightbar.

The following switches may be installed in the cab on the switch panel to control the lightbar:

- a switch to control the flashing LED modules.
- a switch to control the left side alley LED module.
- a switch to control the right side alley LED module.

The white LEDs will be disabled when the parking brake is applied.

The eight (8) red flashing LED modules in the front positions may be load managed when the parking brake is applied.

### **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.

### **DAYTIME RUNNING LIGHTS (HEADLIGHTS)**

The headlights will include a feature for daytime running lights which will be automatically activated when the parking brake is released. The daytime running light feature will be deactivated when the primary headlight switch is turned on, when other headlight options are activated or when the parking brake is set. The running lights will be wired through the low beam head lights.

### **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.



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The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

**SIDE ZONE LOWER LIGHTING**

There will be six (6) Whelen®, Model M6\*C, flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights, one (1) each side on the bumper extension. The side front lights to be red.
- Two (2) lights, one (1) each side of cab rearward of crew cab doors. The side middle lights to be red.
- Two (2) lights, one (1) each side above rear wheels. The side rear lights to be red.
- The lights will include clear lenses.

There will be a switch in the cab on the switch panel to control the lights.

**REAR ZONE LOWER WARNING LIGHTS**

There will be two (2) Whelen®, Model M6\*\*, 4.31" high x 6.75" wide x 1.37" deep flashing LED warning lights located in the rear tail light housings of the apparatus per the following:

- The driver's side rear light to be red.
- The passenger's side rear light to be red.
- The lens color(s) to be clear.

There will be a switch located in the cab on the switch panel to control the lights.

**WARNING LIGHTS (REAR AND SIDE UPPER ZONES)**

There will be four (4) Whelen®, Model M6\*\*, 5.31" high x 6.75" wide x 1.37" deep flashing LED warning lights with chrome trim provided at the rear of the apparatus per the following:

- The side upper rear light on the left side to include red flashing LEDs
- The rear upper light on the left side to include red flashing LEDs
- The rear upper light on the right side to include red flashing LEDs
- The side upper rear light on the right side to include red flashing LEDs
- The warning light lens color(s) to be clear

There will be a switch in the cab on the switch panel to control the lights.

**REAR LIGHT MOUNTING**

The rear warning lights will be mounted on the rear side sheet flange and rear bulkhead of the body as high as possible with all wiring totally enclosed.

**TRAFFIC DIRECTING LIGHT**

There will be one (1) Whelen®, Model TAL65, 36.00" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen, Model TACTL5, control head will be included with this installation.

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The controller will be energized when the battery switch is on.

The auxiliary flash to be activated when the emergency master switch is on.

This traffic directing light will be recessed with a stainless steel trim plate at the rear of the apparatus as high as practical.

The traffic directing light controller will be located within the overhead recessed console above the engine tunnel on the driver's side.

**LOOSE EQUIPMENT**

The following equipment will be furnished with the completed unit:

- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

**NFPA LOOSE EQUIPMENT**

**NFPA Required Loose Equipment Provided by Fire Department**

The following loose equipment as outlined in NFPA 1900, 2024 edition, table 8.1 will be provided by the fire department:

- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front.
- Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.
- Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities.

**NFPA Loose Equipment That Shall be Considered:**

The following loose equipment as outlined in NFPA 1900, 2024 edition, appendix table A.8.4 (a) should be considered:

- 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) smooth bore or combination nozzle with shutoff and with 2.50" (65 mm) inlet that flows a minimum of 250 gpm (950 L/min).
- Four (4) SCBA apparatus
- Four (4) SCBA spare cylinders
- One (1) first aid kit.

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- Four (4) combination spanner wrenches.
- Two (2) hydrant wrenches.
- One (1) double female 2.50" (65 mm) adapter with national hose (NH) threads.
- One (1) double male 2.50" (65 mm) adapter with national hose (NH) threads.
- One (1) rubber mallet, for use on suction hose connections.
- Two (2) salvage covers each a minimum size of 12 ft x 18 ft (3.7 m x 5.5 m).
- One (1) automatic external defibrillator (AED).

**SOFT SUCTION HOSE PROVIDED BY FIRE DEPARTMENT**

Hose is not on the apparatus as manufactured. The fire department will provide suction or supply hose.

**STRAINER PROVIDED BY DEALER**

NFPA 1900, 2024 edition, section 8.3 requires a suction strainer when suction hose is provided.

The strainer is not on the apparatus as manufactured. The dealer will provide the suction strainer.

**AXE, FLATHEAD, NOT REQUIRED BY NFPA 2024**

NFPA 1900, 2024 edition, does not require a flathead axe to be provided.

**PAINT PROCESS**

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion.
3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.

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5. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.
6. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer.

After the cab and body are painted, the color will be verified to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications will be used to determine the color match. A Delta E reading will be used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and painted separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

The paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) are to meet or exceed Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels are to meet or exceed the #6 A.C.T. standard in critical areas. The manufacture's written paint standards will be available upon request.

### **Environmental Impact**

Contractor will meet or exceed all current state regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be recycled to recover the metal.

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- 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.

**TWO-TONE CAB PAINT**

The cab will be painted two-tone with the upper section painted #10 white and the lower section painted #90 red. There will be a standard two-tone cab paint break provided.

There will be a standard cab shield provided.

**BODY PAINT**

The body will be painted to match the lower section of the cab.

**PAINT CHASSIS FRAME ASSEMBLY**

The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails

Components that are included with the chassis frame assembly that will be painted not e-coated are:

- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Steel fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

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.
<small>Cold rolled steel lab panels. Zinc Phosphate pretreatment, 0.6 mils average film thickness, cured 20 minutes @ 350°F.</small>		
PROPERTY	SUBSTRATE PRETREATMENT	SALT SPRAY* 1000 HOURS
Corrosion Resistance	CRS / Zinc Phos / Non-Chrome	1 - 2 mm
<small>*Salt Spray - ASTM B117, cold rolled steel lab panels cured 20 minutes @ 350°F. [Average Total Scribe Creep]</small>		

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**AXLE HUB PAINT**

All axle hubs will be painted to match lower job color.

**TRANSIT COATING**

All non-painted metal surfaces on the exterior of the vehicle will be sprayed with a corrosion protective coating provided by Carwell. The coating can be removed with soap and water. The coating is made of a linseed oil base and is biodegradable.

The underside non-painted metal surfaces will also be coated with a corrosion protective coating.

**COMPARTMENT INTERIOR PAINT**

The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

**REFLECTIVE STRIPES**

Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" white stripe at the top with a 1.00" gap then a 6.00" white stripe with a 1.00" gap and a 1.00" white stripe on the bottom.

The reflective band provided on the cab face will be at the headlight level.

**REAR CHEVRON STRIPING**

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear compartment door, will be covered.

The colors will be red and fluorescent yellow 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.

**"Z" JOG IN REFLECTIVE STRIPE**

There will be one (1) "Z"-shaped jog(s) provided in the reflective stripe design.

**CAB DOOR REFLECTIVE STRIPE**

A 6.00" x 16.00" red diamond grade reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the NFPA 1901 requirement.

**CAB STRIPE**

There will be a genuine gold leaf stripe provided on both sides of the cab in place of the chrome molding and on the cab face with shield.

**LETTERING**

The lettering will be totally encapsulated between two (2) layers of clear vinyl.

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**LETTERING**

There will be genuine gold leaf lettering, 3.00" high, with outline and shade provided. There will be six (6) letters provided.

**LETTERING**

There will be genuine gold leaf lettering, 4.00" high, with outline and shade provided. There will be 28 letters provided.

**LETTERING**

There will be reflective lettering, 6.00" high, with no outline or shade provided. There will be 42 letters provided.

**LETTERING**

There will be reflective lettering, 4.00" high, with outline and shade provided. There will be six (6) letters provided.

**LETTERING**

There will be reflective lettering, 16.00" high, with no outline or shade provided. There will be three (3) letters provided.

**LETTERING**

There will be reflective lettering, 3.00" high, with outline and shade provided. There will be eight (8) letters provided.

**SIGN KIT FOR LETTERING/NUMERALS**

four (4) painted stainless steel plate(s) and holder(s) will be provided for department lettering. They will be mounted one (1) centered on the front bumper, one (1) on each crew cab door and one (1) on the left side rear body bulkhead (locations as marked on marked up AD print in stage 3) and to be determined by the graphics size and available space in size.

**EMBLEM**

There will be one (1) reflective emblem(s), approximately 16.00" - 18.00" in size, installed Addition at pick-up, R1 roll-up door. the emblem will be modeled after the department submitted information (art, patch, etc).

**EMBLEM**

There will be two (2) reflective emblem(s), approximately 16.00" - 18.00" in size, installed Front Cab Doors, smaller logo/remake at pick-up. the emblem will be modeled after the department submitted information (art, patch, etc).

**EMBLEM**

There will be two (2) reflective emblem(s), approximately 16.00" - 18.00" in size, installed one (1) on the drivers side door and one (1) on the passenger side door. the emblem will be modeled after the department submitted information (art, patch, etc).

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**FIRE APPARATUS PARTS MANUAL**

There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided.

The manual(s) will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in alphabetical order
- Instructions on how to locate parts

Each manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

**Service Parts Internet Site**

The service parts information included in these manuals are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

**CHASSIS SERVICE MANUALS**

There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.



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March 1, 2024 (Proposal #50301-24)

**CHASSIS OPERATION MANUAL**

The chassis operation manual will be provided on one (1) USB flash drive.

**ONE (1) YEAR MATERIAL AND WORKMANSHIP**

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

**ENGINE WARRANTY**

A Paccar five (5) year limited engine warranty will be provided. A limited warranty certificate is included with this proposal.

**STEERING GEAR WARRANTY**

A Sheppard **three (3) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with this proposal.

**FIFTY (50) YEAR STRUCTURAL INTEGRITY**

The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.

**FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

**SINGLE REAR AXLE FIVE (5) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

A Meritor™ Axle 5 year limited warranty will be provided.

**ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.

**TEN (10) YEAR STRUCTURAL INTEGRITY**

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

**TEN (10) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

**CAMERA SYSTEM WARRANTY**

A Pierce fifty four (54) month warranty will be provided for the camera system.

**COMPARTMENT LIGHT WARRANTY**

The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

**TRANSMISSION WARRANTY**

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

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**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 included with this proposal.

**WATER TANK WARRANTY**

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

**TEN (10) YEAR STRUCTURAL INTEGRITY**

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

**ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY**

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.

**PUMP WARRANTY**

The Waterous pump will be provided with a seven (7) year material and workmanship limited warranty.

A copy of the warranty certificate will be included with this proposal.

**TEN (10) YEAR PUMP PLUMBING WARRANTY**

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

**TEN (10) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

**THREE (3) YEAR MATERIAL AND WORKMANSHIP**

The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.

**VEHICLE STABILITY CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1900, current edition, section 7.14, Vehicle Stability. The certification is included with this proposal.

**ENGINE INSTALLATION CERTIFICATION**

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.

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**POWER STEERING CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification is included with this proposal.

**CAB INTEGRITY CERTIFICATION**

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:

- 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 cab will be subjected to dynamic preload where a 14,320-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.

**Frontal Impact**

The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.

**Additional Frontal Impact**

The same cab will withstand a frontal impact of 65,098 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)

**Roof Crush**

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.

**Additional Roof Crush**

The same cab will be subjected to a roof crush force of 110,000 lbs. (Four and a half times the load criteria of ECE 29)

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

There will be no exception to any portion of the cab integrity certification. Nonconformance will lead to immediate rejection of bid.

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**CAB DOOR DURABILITY CERTIFICATION**

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

**WINDSHIELD WIPER DURABILITY CERTIFICATION**

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles*. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

**ELECTRIC WINDOW DURABILITY CERTIFICATION**

Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.

**SEAT BELT ANCHOR STRENGTH**

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

**SEAT MOUNTING STRENGTH**

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

**PERFORMANCE CERTIFICATIONS**

**Cab Air Conditioning**

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.

**Cab Defroster**

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The

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bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

**Cab Auxiliary Heater**

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. An auxiliary cab heater 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.

**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:
    - Current edition of applicable NFPA standards.
  - The minimum continuous load of each component that is specified per:
    - Current edition of applicable NFPA standards.
  - 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 current edition of applicable NFPA standards.

END OF SPECIFICATION



# Electrical Analysis

3/1/2024

**Bid #:** 1047  
**Desc:** Enforcer - BMP Duplicate To Previous Job 38701  
**Customer:** Arcata Fire District  
**Option:** Electrical Power/Signal Protection & Control, Enforcer

**Job #:**  
**Sales Rep:** Bauer, Jon  
**Organization:** Golden State Fire Apparatus, Inc  
**Type:** Hard Wired

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0001244	High Idle w/Electronic Engine, Custom		0.00	1.20	0.00
0002526	Light, Engine Compt, All Custom Chassis		0.00	1.60	0.00
0015216	Reel, Booster, Aluminum - Over Pump, Right Side		0.00	36.00	0.00
0067116	Bracket, Johnny Ray Swivel, 7 Lb. Rating		0.00	0.00	0.00
0072153	Primer, Trident, Air Prime, Air Operated		0.00	0.00	0.00
0079166	Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud		0.00	3.00	0.00
0543751	Light, Do Not Move Apparatus		0.00	0.80	0.00
0549333	Indicators, Engine, Included with Pressure Controller		0.00	0.35	0.00
0583824	Light, Pump Compt, WIn 3SC0CDCR LED White		0.00	0.36	0.00
0589905	Alarm, Back-up Warning, PRECO 1040		0.00	0.50	0.00
0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber		0.00	26.00	0.00
0639727	Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer		0.00	180.00	0.00
0640653	Cable, Firecom Radio Interface Extension, 15'		0.00	0.00	0.00
0663247	Intercom, Firecom 5100D Single Radio, 4-Pos, D,O,2C		0.00	0.00	0.50
0735687	Engine Brake, Fully Integrated, Paccar MX13 Engine		0.00	0.42	0.00
0749207	Lights, WIn, S30M** 30" 12VDC, RS Body		0.00	0.00	7.50
0749209	Lights, WIn, S30M** 30" 12VDC, LS Body		0.00	0.00	7.50
0768059	Lights, WIn, PCPSM2* Pioneer, 12 VDC, 2nd		0.00	0.00	12.00
0768061	Lights, WIn, PCPSM2* Pioneer, 12 VDC, 1st		0.00	0.00	12.00
0768376	Lights, Walk Surf, FRP Flood, LED, Qty, Loc Fet		0.00	0.00	0.00
0806466	Lights, Backup, WIn M62BU, LED, For Tail Lt Housing		0.00	3.20	0.00
0808099	Camera, Pierce, 7" HD, R, Camera, AHD		0.00	1.20	0.00
0820509	ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA		0.00	6.00	0.00
0820894	Wiring, Spare, 15 A 12V DC, Batt Dir, 1st NFPA1900		0.00	0.00	15.00
0821312	Wiring, Spare, 30 A 12V DC Batt Dir 1st NFPA1900		0.00	0.00	30.00
0821411	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045,		0.00	0.00	4.80
0895310	Siren, Federal Q2B		0.00	100.00	0.00
0895439	Lights, Rear Scene, WIn, M9LZ* LED		0.00	0.00	12.00
0722696	HVAC, Standard-Duty, Enforcer, CARE	Load Managed	0.00	0.00	100.00
0002758	Amp Draw, NFPA/ULC Radio Allowance	NFPA	5.00	0.00	0.00
0013671	Compt, Rear, Rollup, 30.75" FF, 25.88" D	NFPA	0.90	0.00	0.90
0023650	LS 152" Rollup, Full Height Front & Rear, FDLER	NFPA	4.50	0.00	4.50
0062586	Gauge, Water Level, Class 1, Pierce Std	NFPA	1.23	0.00	0.00
0063658	RS 152" Rollup, Full Height Front & Rear, FDLER	NFPA	4.50	0.00	4.50
0534828	Siren, WIn 295SL101, 100 or 200W Removable Mic	NFPA	0.80	7.20	0.00
0540384	Lights, Front Zone, WIn M6*C LED, Clear Lens, in Common Bzl	NFPA	1.80	2.70	0.00
0540692	Lights, Side Zone Lower, WIn M6*C LED, Clear Lens, 3pr, Ovr 25	NFPA	5.40	8.10	0.00
0566799	Lights, Step, P25 LED 4lts, Ign, Prk Brk Activated	NFPA	1.00	0.00	0.00
0586382	Gauges, Engine, Included With Pressure Controller	NFPA	0.30	0.00	0.00
0605126	Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	NFPA	1.00	0.00	0.00
0610240	Vehicle Data Recorder w/Seat Belt Monitor	NFPA	0.50	0.00	0.00
0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29	NFPA	0.10	0.90	0.00
0627282	Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	NFPA	1.75	0.00	0.00
0644176	Load Manager, Integrated In Electrical System, Saber FR/Enforcer	NFPA	0.56	0.56	0.00
0644187	Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer	NFPA	1.26	0.00	0.00
0645879	Lights, Hose Bed, Cover, Dual Amdor AY-9750-20 LED Light	NFPA	1.70	0.00	0.00
0647647	Lights, Dome, FRP Dual LED 4 Lts	NFPA	0.80	0.80	0.00

\* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply



# Electrical Analysis

3/1/2024

**Bid #:** 1047  
**Desc:** Enforcer - BMP Duplicate To Previous Job 38701  
**Customer:** Arcata Fire District  
**Option:** Electrical Power/Signal Protection & Control, Enforcer

**Job #:**  
**Sales Rep:** Bauer, Jon  
**Organization:** Golden State Fire Apparatus, Inc  
**Type:** Hard Wired

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0647899	Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29	NFPA	0.80	0.00	0.00
0648332	Cab, Enforcer, 7010	NFPA	6.80	10.20	0.00
0653937	Flasher, Headlight Alternating	NFPA	0.08	0.00	0.00
0660316	Light Shield, S/S, PS LED, Full Panel Coverage, Two Piece	NFPA	3.00	0.00	0.00
0660319	Light Shield, S/S LED, Full Panel Coverage, Two Piece	NFPA	3.00	0.00	0.00
0734710	Lights, Clearance/Marker, Side, Truck-Lite 35200Y 2 Lts, Others	NFPA	0.49	0.00	0.00
0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure	NFPA	0.10	0.00	0.00
0743291	Lightbar, WIn, Freedom IV-V, 81",	NFPA	9.60	6.96	12.40
0743720	Lights, Rear/Side Up Zone, WIn M6** LED 4lts	NFPA	3.60	5.40	0.00
0745568	Indicator Light, Pump Panel, Ok To Pump, Green	NFPA	0.10	0.00	0.00
0749608	Light, Roof Mt, WIn S86M**, 86" Cnt Feature	NFPA	0.32	0.00	21.68
0769420	Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	NFPA	1.20	0.00	0.00
0769572	Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	NFPA	0.58	0.00	0.00
0770056	Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear	NFPA	0.60	0.00	0.00
0783157	Headlights, Rect LED, JW Spkr Evo 2, Heat,	NFPA	6.60	6.60	0.00
0790412	Air Dryer, Wabco System Saver 1200 IWT, Heated, SFR/Enf	NFPA	7.81	0.00	0.00
0791528	Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5	NFPA	0.60	1.20	0.00
0794959	Controller, Pressure, Pierce, Pump Boss, PBA300	NFPA	1.80	0.00	0.00
0801890	Trans, Allison 6th Gen, 4500 EVS P, w/Prognostics, Imp/Vel/Enf	NFPA	2.00	2.00	0.00
0804514	Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw	NFPA	0.83	2.49	0.00
0804681	Light, Directional, WIn 604T* Common Bzl, Above	NFPA	0.02	0.02	0.00
0811018	Engine, Paccar MX13, 510HP, 1850 lb-ftW/OBD, EPA 2024,	NFPA	6.00	0.00	0.00
0822239	Cabinet, Rear Facing, RS, 22 W x 39 H x 26.75 D, Web, Ext Acc,	NFPA	0.78	0.78	0.00
0822580	Cabinet, Rear Facing, LS, 23 W x 39 H x 26.75 D, Web, Ext Acc,	NFPA	0.78	0.78	0.00
0889521	DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Lift Up Fill Dr,	NFPA	0.60	11.40	0.00
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	NFPA	0.07	0.00	0.00
0892638	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	NFPA	1.00	0.00	0.00
0894842	Lights, Rear Zn Lwr, WIn M6*, For Tail Lt Housings	NFPA	1.80	2.70	0.00
0764491	Alternator, 420 amp, Leece-Neville BLP4003	S	0.00	0.00	0.00
<b>Load Totals:</b>			<b>94.06</b>	<b>431.42</b>	<b>245.28</b>

Note: Minimum Continuous Load is in "Blocking Right of Way" mode.(Reference current edition of NFPA 1901)

Note: Intermittent Load items are not factored in on any alternator load comparisons. These items are included on the report for reference only and should be looked at as amp draw exclusion items. (Reference current edition of NFPA 1901)

Note: Total Connected Load "Demand" represents Total Connected Load minus any Load Managed items

**Alternator Output at Idle: 241.00**

Minimum Continuous Load	
Supply:	241.00
Demand:	94.06
Variance:	146.94

**Alternator Output at Governed Speed: 348.00**

Total Connected Load	
Supply:	348.00
Demand:	239.34
Variance:	108.66

\* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply





## Certification Document CD0196 Statement of Compliance to NFPA 1900-2024 Vehicle Stability

NFPA 1900 Section 7.14 states “all apparatus shall be equipped with a stability control system in any configuration for which it is commercially available.”

For apparatus that cannot be equipped with a stability control system, Pierce fire apparatus comply with NFPA 1900 Section 7.14.3.1 through usage of the tilt table method. As prescribed by the standard, the 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. A listing of all tested apparatus is maintained by the Research and Development lab and is available for inspection at the Appleton factory.



**VALIDATION TEST: Multiple Tests**

Pierce Manufacturing, Inc.

David W. Archer  
Vice President of Engineering  
November 1, 2023

<b>7.14.1* Stability Control System</b>	
7.14.1.1	The apparatus shall be equipped with a stability control system in any configuration for which it is commercially available.
7.14.1.2	The stability control system shall have, at a minimum, a steering wheel position sensor, a vehicle yaw sensor, a lateral accelerometer, and
7.14.2	Apparatus completed in two or more stages shall not exceed the incomplete vehicle manufacturer’s maximum allowable vertical center of
<b>7.14.3 Rollover Stability.</b>	
	Structural fire apparatus not equipped with a stability control system and all wildland fire apparatus shall meet either of the following: (1)*The apparatus shall remain stable in both directions in accordance with Table 7.14.3.1 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 vertical center of gravity (VCG) divided by the rear axle track width shall not exceed the applicable criterion in Table 7.14.3.1.
7.14.3.1	Certification shall be by one of the following methods: (1)Performing a tilt-table test on the completed apparatus (2)Calculating the point at which the apparatus will tip based on centers of gravity, suspension geometry, suspension compliance, and tire compliance (3)Comparing the apparatus design to a previously certified substantially similar apparatus (4)Demonstrating that the calculated or measured center of gravity (CG) divided by the rear axle track width does not exceed the value in Table 7.14.3.1
7.14.3.2	Certification shall be delivered with the fire apparatus.
7.14.3.3	A previously certified 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.
7.14.3.4	For purposes of certification the apparatus shall be loaded with fuel, water, firefighting agents, hose, ladders, a weight of 250 lb in each seating position, and weight equivalent to the miscellaneous equipment allowance.
7.14.3.5	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 accounted for in the testing, calculating, or measuring.
7.14.3.6	The weight added to the fire apparatus for certification, calculation, or measurement shall be distributed to approximate typical in-service use of
7.14.3.7	the fire apparatus while not exceeding the manufacturer’s published

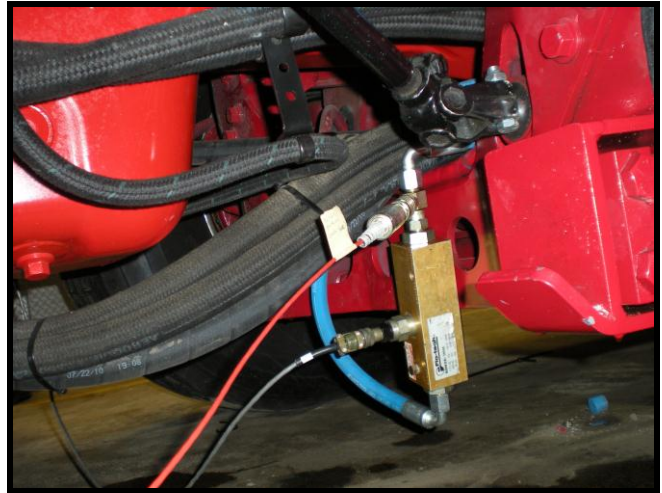
Vehicle	Tilt Criteria (degrees)	VCG/Track (percentage)
Wildland fire apparatus ≤33,000 lb (15,000 kg) GVWR	30	75
Wildland fire apparatus >33,000 lb (15,000 kg) GVWR	27	80
Structural fire apparatus not equipped with a stability control system	26.5	80





## 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

## PIERCE MANUFACTURING INC.®

AN OSHKOSH TRUCK CORPORATION® COMPANY



## Certification Document CD0189

### 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 14,320 lb. moving barrier was impacted into the top corner with sufficient speed to impact the top corner of the cab with 13,000 ft-lbs. of energy. This satisfies SAE J2422 requirements.



**Frontal Impact:** The test cab was struck by the 14,320 lb. moving barrier at a speed sufficient to impart the required 65,098 ft-lbs. of energy. Twice the energy required per SAE J2420.



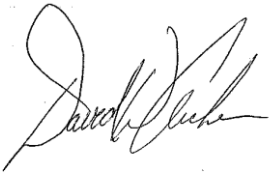
**Roof Crush:** This test cab was then subjected to a roof crush force of 110,000 lbs. This value exceeds the ECE 29 criteria, which must be equivalent to the front axle rating. This is 4.6 times higher than max. front axle rating.



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.

A handwritten signature in black ink, appearing to read "David W Archer". The signature is fluid and cursive, with a large initial "D" and "A".

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 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:

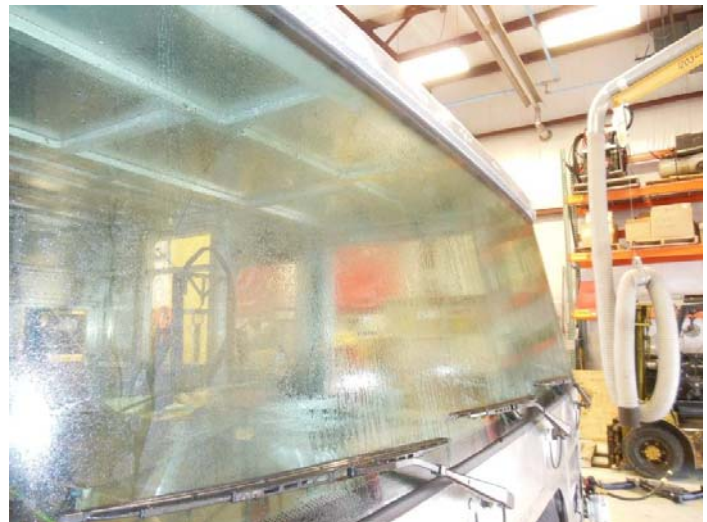
- The wiper linkage, pivots, and mounts successfully completed the 3,000,000 cycles.

### 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 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 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.

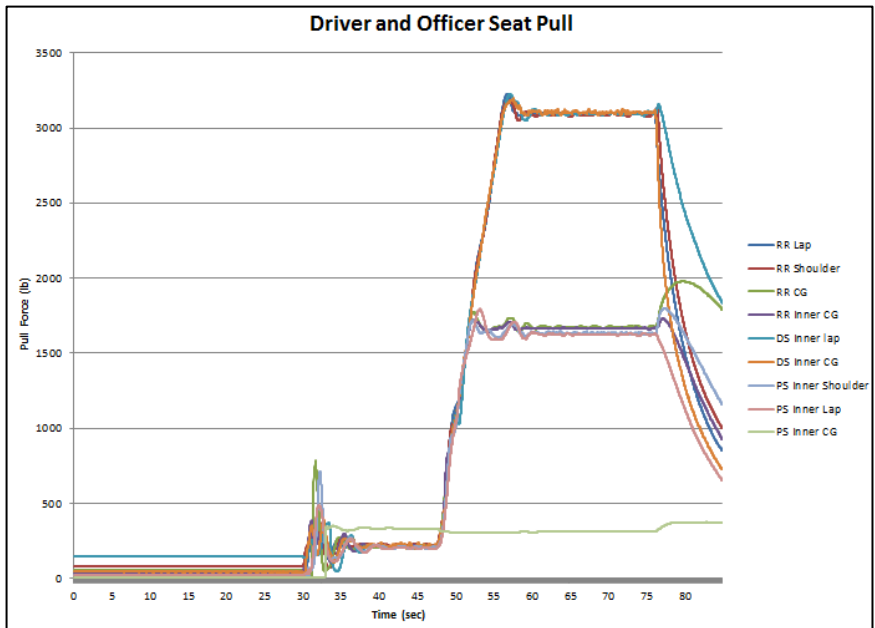
A force equal to twenty times the mass of the seat was applied to each seat in the direction opposite to the combination pull. A moment of 275 lb-ft was applied to the seat with reference to the H-point.

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





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AN OSHKOSH CORPORATION® COMPANY



**Certification Document CD0167**  
**Saber® FR - Enforcer™**  
**Air Conditioning & Defrost**

Pierce Manufacturing certifies the performance of the Saber®FR - Enforcer™ cab air conditioning and defrost system.

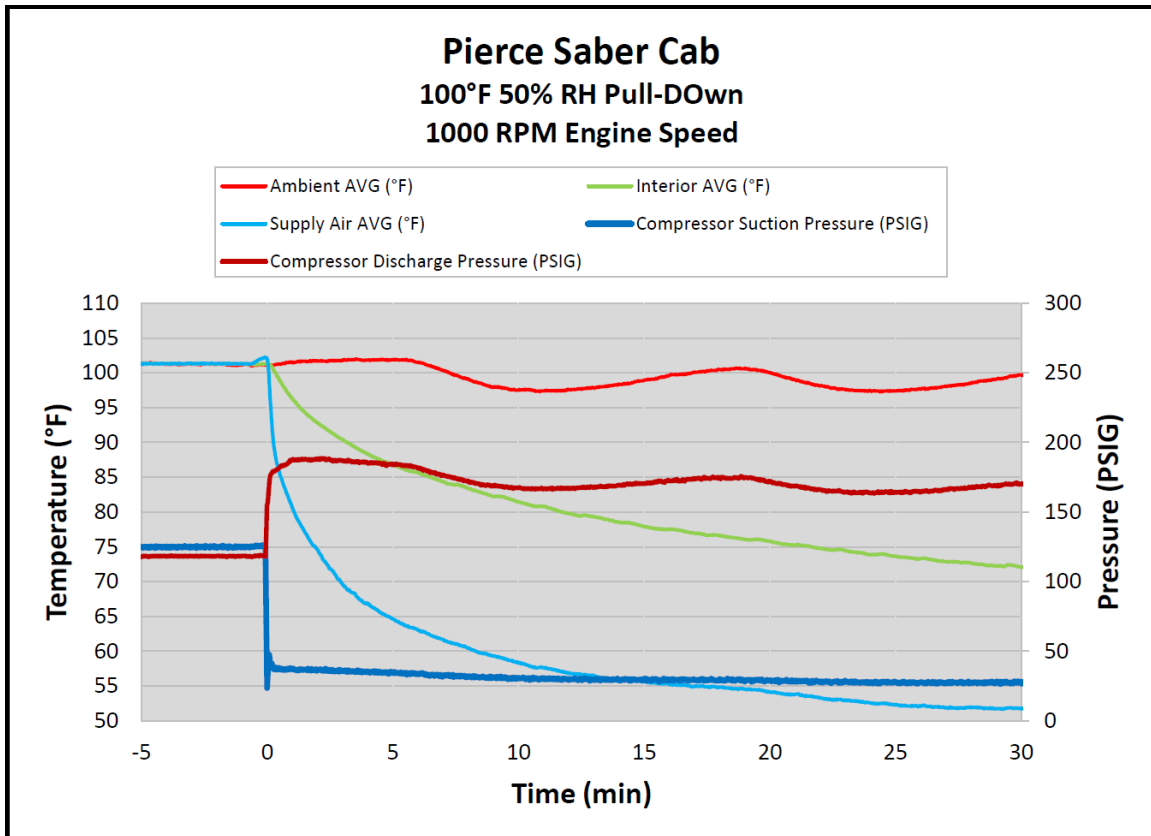
The air conditioning and defrost system was tested successfully in an environmental chamber.

**Air Conditioning:**

Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. The engine speed was maintained at 1000 RPM with the QP21 compressor

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 72.1°F within 30 minutes.



### Defrosting

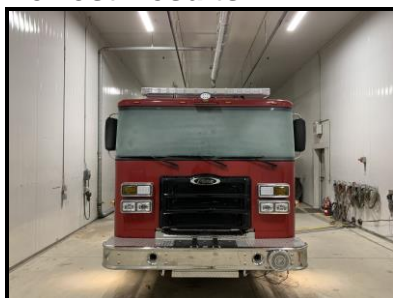
Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles*.

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.

### Defrost Results



Start of Test

15 Minutes

30 Minutes



Right

Viewed From Outside

Left

**VALIDATION TEST: MCC Test Report TR#19-0047 R00**

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David W. Archer". The signature is stylized and cursive.

David W. Archer  
Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY

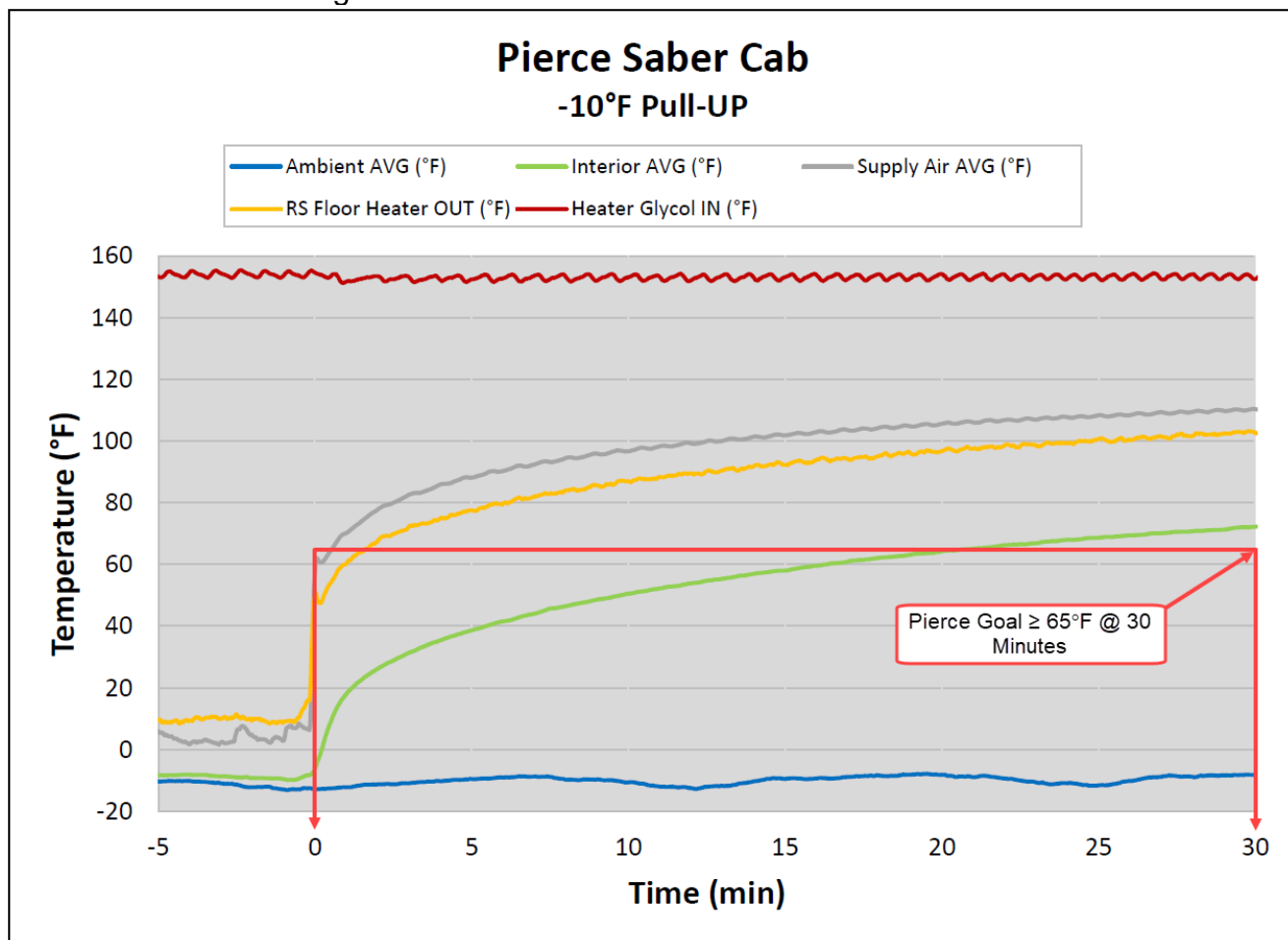


### Certification Document CD0174 Saber® FR – Enforcer™ Cab Heater

Pierce Manufacturing, in conjunction with Mobile Climate Control, Inc., certifies the performance of the Saber® FR – Enforcer™ cab heat systems.

The Saber®FR - Enforcer™ Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 82.3° F from -10° F to 72.3° F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10° F during the duration of the test.



VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David Archer".

David Archer  
Vice President of Engineering

Mobile Climate Control, Inc.

A handwritten signature in purple ink, appearing to read "Brent Griffith".

Brent Griffith  
Lead Test Engineer & Large Application Specialist

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY



**Certification Document CD0175**  
**Saber® FR - Enforcer™**  
**Air Conditioning & Defrost**

Pierce Manufacturing, in conjunction with Mobile Climate Control, Inc., certifies the performance of the Saber®FR - Enforcer™ cab air conditioning and defrost system.

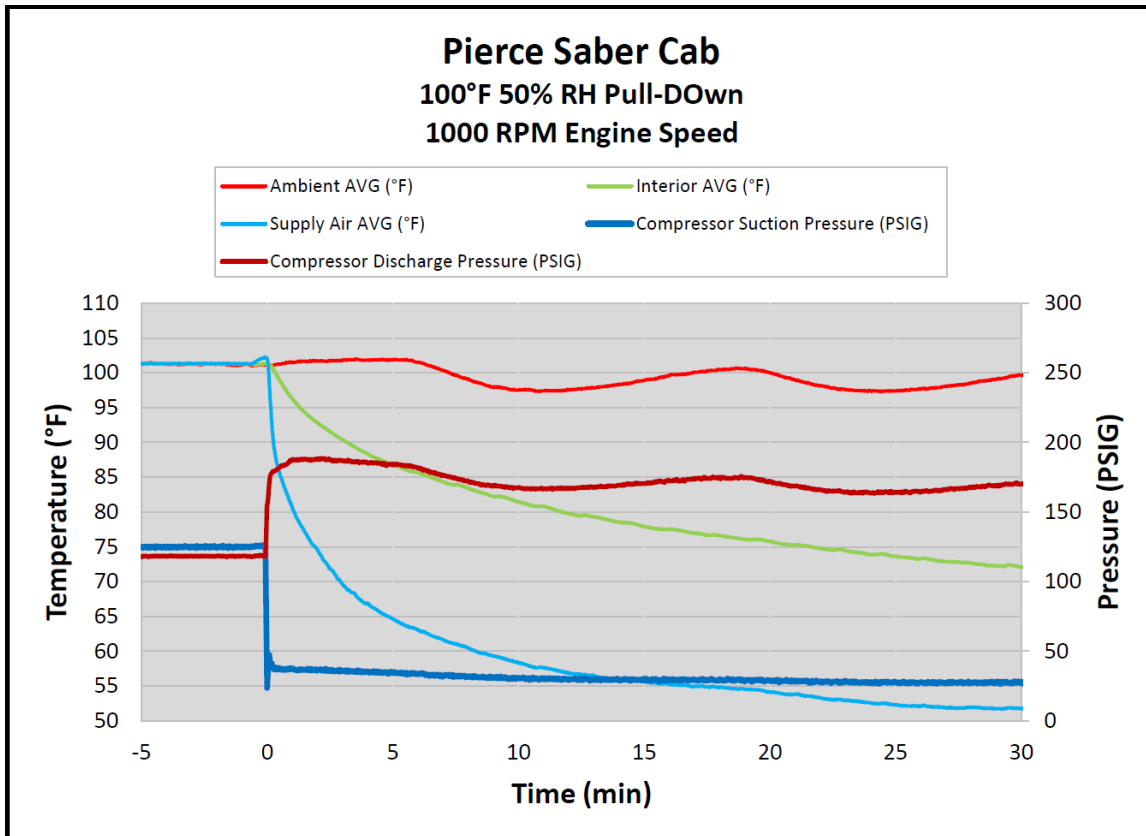
The air conditioning and defrost system was tested successfully in an environmental chamber.

**Air Conditioning:**

Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. The engine speed was maintained at 1000 RPM with the QP21 compressor

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 72.1°F within 30 minutes.





### Defrosting

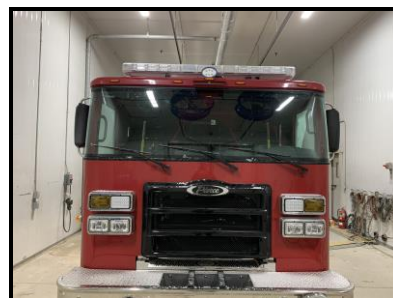
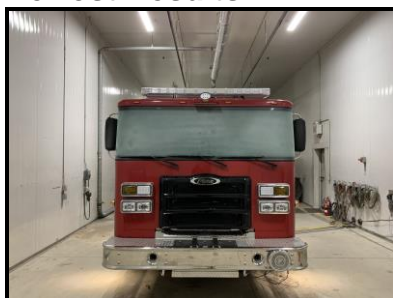
Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles*.

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.

### Defrost Results



Start of Test

15 Minutes

30 Minutes



Right

Viewed From Outside

Left



**VALIDATION TEST: MCC Test Report TR#19-0047 R00**

Pierce Manufacturing, Inc.



David W. Archer  
Vice President of Engineering

Mobile Climate Control, Inc.



Brent Griffith  
Lead Test Engineer & Large Application Specialist

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY

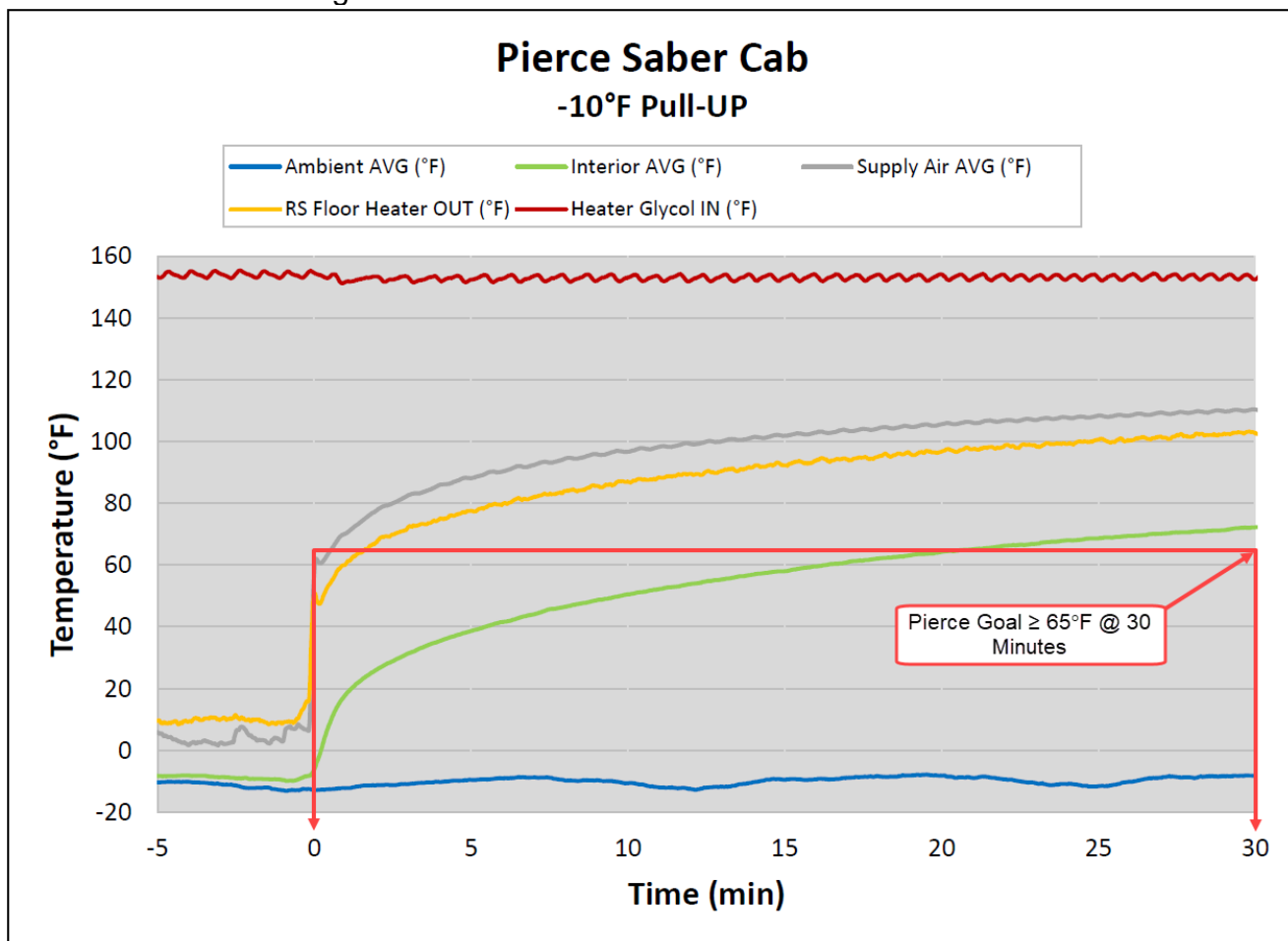


**Certification Document CD0165**  
**Saber® FR – Enforcer™**  
**Cab Heater**

Pierce Manufacturing certifies the performance of the Saber® FR – Enforcer™ cab heat systems.

The Saber®FR - Enforcer™ Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 82.3° F from -10° F to 72.3° F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10° F during the duration of the test.



**VALIDATION TEST: TR#19-0047 R00**

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David Archer". The signature is fluid and cursive, with a large initial "D" and "A".

David Archer  
Vice President of Engineering

# **4** **PRODUCT** **WARRANTIES**

**Exhibit "C"**



# Fire and Rescue Apparatus

## One (1) Year Material and Workmanship

### Basic Apparatus

# Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Twelve (12) months.
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	No specific exclusions apply

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



# Fire and Rescue Apparatus



## SUPPLIER

### Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

<b>Coverage:</b>	<b>Covers any failures of the engine which result, under normal use and service, from a defect in material or factory workmanship.</b>
<b>Warranty Begins:</b>	<b>The date of the original buyer invoice.</b>
<b>Warranty Period Ends After:</b>	<b>Five (5) years or 100,000 miles, whichever occurs first</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>See warranty for exclusions.</b>

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.

## **PACCAR ENGINE LIMITED WARRANTY**

### **PACCAR MX Warranty**

### **United States**

**THIS LIMITED WARRANTY (“LIMITED WARRANTY”) LISTS THE RESPECTIVE RIGHTS AND RESPONSIBILITIES OF PIERCE MANUFACTURING INC.’S END USER CUSTOMER THAT FIRST PUTS THE PACCAR ENGINE INTO SERVICE (“YOU” or “FIRST PURCHASER”), PACCAR INC (“PACCAR”), AND THE SERVICING PACCAR ENGINE DISTRIBUTORS (“AUTHORIZED DISTRIBUTORS”). PLEASE READ THIS LIMITED WARRANTY CAREFULLY.**

PACCAR warrants directly to You that the PACCAR MX engine and related kitted parts (collectively, the “Engine”) will be free from defects in materials and factory workmanship (“Warrantable Failures”) appearing under normal commercial use and service during the time, mileage or hour limitations set forth in the attached Warranty Schedule. **This Engine warranty extends only to You, and not any subsequent owner or user of the Engine.** The Emissions warranty is made to all owners of the Engine in the chain of distribution until the end of the Emissions warranty coverage period. Warranty coverage relating to the Emissions components is outlined in the Emissions Warranty section of the PACCAR MX Operator’s Manual, the terms and conditions of which are incorporated herein by reference.

YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PACCAR AND ITS SUBSIDIARIES AND AFFILIATES ARISING FROM YOUR PURCHASE AND USE OF THIS ENGINE IS LIMITED TO THE REPAIR OR REPLACEMENT OF WARRANTABLE FAILURES AT AUTHORIZED DISTRIBUTORS IN THE UNITED STATES AND CANADA AND IS SUBJECT TO PACCAR’S TIME, MILEAGE, AND HOUR LIMITATIONS LISTED IN THE ATTACHED WARRANTY SCHEDULES. The maximum time, mileage and hour limitations in the Warranty Schedules begin running on the Date of Delivery to the First Purchaser. **The accrued time, mileage, or hours is calculated when this Engine is brought into an Authorized Distributor for correction of Warrantable Failures.**

#### **WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY (ENGINE AND EMISSIONS)**

**This Limited Warranty is the sole warranty made by PACCAR and its Authorized Distributors to You relating to the Engine. Except for the above limited express warranty, PACCAR and its Authorized Distributors make no other warranties to You, express or implied. PACCAR AND ITS AUTHORIZED DISTRIBUTORS EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

IT IS AGREED THAT PACCAR AND ITS AUTHORIZED DISTRIBUTORS SHALL NOT BE LIABLE TO YOU FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF INCOME OR LOST PROFITS; ENGINE OR VEHICLE DOWNTIME; THIRD PARTY DAMAGE, INCLUDING DAMAGE OR LOSS TO OTHER ENGINES, VEHICLES OR PROPERTY, ATTACHMENTS, TRAILERS AND CARGO; LOSS OR DAMAGE TO PERSONAL CONTENTS; COMMUNICATION EXPENSES; LODGING AND/OR MEAL EXPENSES; FINES; APPLICABLE TAXES OR BUSINESS COSTS OR LOSSES; ATTORNEYS’ FEES; AND ANY LIABILITY YOU MAY HAVE IN RESPECT TO ANY OTHER PERSON OR ENTITY.

This warranty does not apply to parts or accessories supplied by the vehicle manufacturer or third parties.

Failures of belts and hoses supplied by PACCAR are covered during the first year from the Date of Delivery of the Engine to the First Purchaser. PACCAR does not warrant antifreeze, lubricants, filters, filter elements, or any other part that is a maintenance or repair item. However, in its sole discretion, PACCAR may pay for lubricating oil, antifreeze, filter elements, belts, hoses, and other maintenance or repair items if the need for replacing such items is due to a Warrantable Failure of the Engine.

You are responsible for the safe operation and maintenance of the Engine and Emissions equipment as specified in the applicable Operator’s Manuals. You are responsible for providing proof that all recommended inspections and maintenance have been performed. Before the expiration of the applicable warranty, You must notify an Authorized Distributor of any Warrantable Failures and make the Engine available for Engine repair by such Authorized Distributor. You are responsible for delivery of the Engine to the Authorized Distributor. Locations in the United States and Canada of Authorized Distributors may be found at [WWW.PACCARPOWERTRAIN.COM](http://WWW.PACCARPOWERTRAIN.COM).

PACCAR IS NOT RESPONSIBLE FOR WEAR AND TEAR OR WEAROUT OF COVERED PARTS, storage deterioration, and changes in adjustment resulting from your use of the Engine. Damage due to accident, misuse, abuse, neglect, negligence, improper or insufficient maintenance, or unauthorized modification is not warranted. This may include, but is not limited to: operation without adequate coolants, lubricants, or other fluids; over-fueling; over-speeding; lack of maintenance of the lubricating, cooling or air intake systems; improper storage, starting, warm-up, run-in or shutdown practices; and unauthorized modifications to the Engine. **PACCAR is not responsible for damage or loss resulting from Engine horsepower/torque upgrades.**

Parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. PACCAR is not responsible for failures resulting from the use of parts not approved by PACCAR. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

PACCAR IS NOT RESPONSIBLE FOR DAMAGE OR LOSSES CAUSED BY INCORRECT OIL, FUEL, DIESEL EXHAUST FLUID, COOLANT, OR ADDITIVES; WATER, DIRT OR OTHER CONTAMINANTS IN THE FUEL, OIL OR DIESEL EXHAUST FLUID; OPERATION WITHOUT ADEQUATE COOLANTS OR LUBRICANTS; OVER-FUELING; OVER-SPEEDING; IMPROPER STORAGE, STARTING, WARM-UP, RUN-IN OR SHUT-DOWN PRACTICES; OR UNAUTHORIZED MODIFICATIONS OF THE ENGINE. Failure of replacement parts used in repairs due to the above non-warrantable conditions is not warrantable.

If your vehicle is disabled by a Warrantable Failure to the Engine during the base warranty period, PACCAR is not responsible for towing expenses to transport the vehicle to the nearest Authorized Distributor. In lieu of the towing expense and at the sole discretion of PACCAR,



PACCAR will pay the reasonable costs of an authorized mechanic to travel to and from the location of the disabled Vehicle in order to perform the Engine repair.

PACCAR will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Warrantable Failures resulting in excessive oil consumption will be handled within the basic Engine coverage as stated in the attached Engine Schedule. Before a claim for excessive oil consumption, low power, or excessive fuel consumption will be considered for payment, You must submit adequate documentation to show that consumption exceeds PACCAR published standards

PACCAR reserves the right to inspect and download data from the Engine Electronic Control Module for purpose of failure analysis unless prohibited by applicable law.

**TIME LIMIT ON COMMENCING LEGAL ACTION / OTHER TERMS**

IT IS AGREED THAT YOU HAVE 12 MONTHS FROM THE ACCRUAL OF THE CAUSE OF ACTION TO COMMENCE ANY LEGAL ACTION ARISING FROM THE PURCHASE OR USE OF THE ENGINE, OR BE BARRED FOREVER.

To the extent any provision of this limited warranty is found to contravene the law of any jurisdiction, the remainder of the warranty shall not be affected thereby.

**PACCAR ENGINE LIMITED WARRANTY SCHEDULE**  
**PACCAR MX Warranty**  
**United States**

THIS ENGINE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY. This Engine Warranty Schedule does not apply to the vehicle which is warranted separately. Pursuant to the terms of the attached Limited Warranty, PACCAR Inc ("PACCAR") will pay warranty claims for Warrantable Failures within the following maximum limits in time, mileage, or hours, **whichever shall occur first**. The Warrantable Failure must be brought to the attention of an Authorized Distributor within 30 days of discovery.

**PACCAR MX Engine**

**Basic Engine -Twenty-four (24) months or 250,000 miles (or 400,000 km) or 6,250 hours** - (all applications except fire apparatus)

**Fire Apparatus Truck Applications Basic Engine - Sixty (60) months or 100,000 miles (or 160,000 km) or 6,250 hours**

**Major Engine Components - Sixty (60) months or 500,000 miles or 12,500 hours**

Cylinder Block Casting	Crankshaft	Lube Pump Gear	Flywheel Housing
Main Bearing Bolts	Camshaft	Crankshaft Gear	Water Pump Housing
Cylinder Head Casting	Cam Follower Assemblies	Camshaft Gear	Thermostat Housing
Cylinder Head Capscrews	Connecting Rod Assemblies	Camshaft Idler Gear	

**R. H. SHEPPARD CO., INC.**  
101 Philadelphia St.  
Hanover, PA 17331  
**Pierce Manufacturing Inc.**  
2600 American Drive  
Appleton, WI 54912

**LIMITED WARRANTY:** The R. H. Sheppard Co. Inc., (“Sheppard”) warrants all M110PKG1 and M110SAU1 steering gears manufactured and sold to Pierce Manufacturing Inc. (“Pierce”) for application on Pierce TAK-4 equipped vehicles to be free from defects of workmanship and material under normal use and service for a period of thirty six months from the in service date of the vehicle to its original owner.

Vehicle applications where Sheppard product is used require an application approval before production build. If Pierce uses Sheppard product for any purpose or application which has not been approved by Sheppard in advance, including aftermarket devices (defined as a device added to the steering system directly or indirectly affecting the performance or operation of the Sheppard product in its approved application) not tested and approved by Sheppard this limited warranty **SHALL NOT APPLY AND SHALL BE VOID. SHEPPARD MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED. SHEPPARD EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** **SHEPPARD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF A PRODUCT.** Pierce expressly acknowledges its obligation to inform all users (customers) of the above disclaimer.

**CONDITIONS:** Claims under this Limited Warranty may only be made by Pierce. In no event shall Sheppard be held liable for warranty charges by unauthorized persons. No allowance will be made for repairs or alterations, unless made with the written consent of Sheppard. Authorized Pierce dealers shall be the only authorized repair facility for Sheppard products applied to Pierce vehicles. Any warrantable repair made under this Limited Warranty must be made on or before 36 months of the in-service date for the Product to which the claim relates. Sheppard shall not be liable for claims made after such date. Sheppard product fitted to Pierce vehicles that are repaired at a repair facility other than an authorized Pierce dealer within the warranty period will be considered for payment under the guidelines of this agreement only by joint written consideration of Sheppard and Pierce warranty departments. It shall be the responsibility of the Pierce warranty department to notify Sheppard if and when this situation occurs. Sheppard will not be held responsible for damage to other steering components such as but not limited to pumps and reservoirs due to improper adjustment of steering gear relief plungers. Vehicle downtime and towing will not be considered under warranty.

**REMEDIES:** The sole and exclusive remedy of Pierce for Sheppard’s breach of the foregoing warranty is limited to the return and repair or reimbursement as follows:

**R. H. SHEPPARD CO., INC. WARRANTY**  
**Pierce Manufacturing Inc.**  
**Page 2**

**Warranty Support:** In support of the Pierce dealer network, Sheppard will provide a toll-free “Hotline” service to assist in the diagnosis and troubleshooting of steering problems. The R. H. Sheppard Co., Inc. Field Service Department can be reached at 1-800-274-7437 for assistance. Sheppard will require that Pierce dealers contact this toll-free “Hotline” for approval before product is removed from a vehicle in a warranty situation. When contacted regarding a warranty situation, the Sheppard representative will provide an authorization number for removal of the product. This Returned Goods Authorization (RGA) number must be included in all warranty correspondence and attached to all returned goods.

**Procedure:** In the event of a warranty situation, the servicing dealer shall contact the Sheppard Hotline and receive an RGA number before replacing any steering gear. For M110PKG1 and M110SAU1 steering gear models, the dealer will first obtain an RGA number from Sheppard, and then order the replacement gear from Pierce. Replacement M110PKG1 and M110SAU1 steering gears shall be shipped from Pierce once those models are in full production. A warranty claim for both parts and labor will then be generated by the dealer and sent to Pierce. After reviewing the claim, Pierce will submit it to Sheppard for reimbursement.

**Parts Reimbursement:** Sheppard agrees to reimburse Pierce at Pierce’s purchase price plus 30% mark-up for parts found to be defective within the warranty period. Parts being returned for warranty consideration shall be sent to the R. H. Sheppard Company, 447 E. Middle St., Hanover, PA 17331 ATTN: Warranty Dept. Sheppard’s determination as to whether the part is covered by the foregoing warranty is final and conclusive. Sheppard requires the return of complete steering gears only. Individual seals replaced under warranty **should not** be returned unless specifically requested by Sheppard. All parts being returned for warranty consideration must be clearly tagged with all pertinent warranty information including, but not limited to (1) Returned Goods Authorization number (RGA); (2) claim number; (3) date in service; (4) date of failure; (5) mileage; (6) part number; (7) labor hours; (8) dealer labor rate and; (9) dollar amount claimed. Claims submitted without prior authorization are subject to rejection under this agreement.

**Labor:** Labor to repair Sheppard product found to be defective within the warranty period will be reimbursed at not more than 10 hours per vehicle. Labor shall be reimbursed at the rate of \$85.00 USD per hour for M110PGK1 and M110SAU1 steering gears.

**Freight:** Pierce will collect M110PGK1 and M110SAU1 warranty material at a designated collection point. Inbound freight to the Pierce collection point will be the responsibility of Pierce. All warranty material should be returned from the Pierce collection point to R. H. Sheppard Co. Freight Collect by a Sheppard-specified common carrier based on location of the Pierce collection point. Sheppard does not require the return of failed seals. Any freight charges incurred for the return of seals will be the responsibility of Pierce. Parts returned for warranty consideration without prior authorization are subject to rejection under this agreement and may be subject to a charge back of inbound freight charges. Parts rejected under this warranty will be returned to Pierce Freight Collect or scrapped by Sheppard at Pierce’s discretion.

**R. H. SHEPPARD CO., INC. WARRANTY**  
**Pierce Manufacturing Inc.**  
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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.**  
**Page 4**

Any legal actions which may arise as a result of disputes, controversies or claims arising out of or related to this limited warranty shall be in such forum as Sheppard and Pierce shall agree, or, in the absence of agreement, in a court of appropriate jurisdiction other than in the county in which either party is located. This Limited Warranty shall not be assigned by Pierce.

**COOPERATIVE EFFORT:** Sheppard and Pierce agree to work cooperatively toward expanding this warranty coverage to a period of sixty months from the in service date. These cooperative efforts shall focus on examining the effects of increased heat generated by 2007 model engines and its impact on the entire power steering system.

**AGREEMENT:** This agreement is effective April 3, 2006 and may be modified by mutual agreement between Sheppard and Pierce of a signed amendment to be attached to the original Limited Warranty. There are no third party beneficiaries to this Limited Warranty. This warranty agreement applies to Pierce authorized dealers only. It does not encompass any special arrangements that Pierce may now have or that Pierce may enter into, with any other segments of the trucking industry. This warranty agreement does not apply to non-conforming product removed at Pierce assembly plants.

This Limited Warranty agreement between the R. H. Sheppard Co., Inc and Pierce Manufacturing Inc. may be terminated by either party with thirty days written notice prior to termination.

Signed at Pierce Manufacturing Inc., Appleton, WI this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**R. H. SHEPPARD CO., INC.**

**PIERCE MANUFACTURING INC.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title





# Fire and Rescue Apparatus

## 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

## 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



## SUPPLIER

### Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

<b>Coverage:</b>	<b>The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Five (5) Years</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>The exclusions listed in the attached Meritor warranty description shall apply.</b>

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.

6/29/2020 WA0384

# MERITOR® COMMERCIAL VEHICLE SYSTEMS

WARRANTY/MODEL YEAR 2020 VEHICLES



**MERITOR**







# WARRANTY INFORMATION CONTENTS

Effective Model Year 2020 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](http://www.meritor.com) or by contacting Meritor at 866-OnTrac1 (866-668-7221).



# LINEHAUL WARRANTY INFORMATION

## Linehaul Vehicles

- 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-967	MFS-12-122B-N	MFS-12-132C-N	MFS-13-122B-N	MFS-13B-122C-N
FF-941	FG-941	MFS-12-122C-N	MFS-12E-132B-N	MFS-13-122C-N	MFS-13B-132B-N
FF-942	FG-943	MFS-12E-122A-N	MFS-12E-132C-N	MFS-13-132B-N	MFS-13B-132C-N
FF-943	MFS-10-122A	MFS-12E-122B-N	MFS-12-143A-N	MFS-13-132C-N	MFS-14-122A-N
FF-944	MFS-10-143A-N	MFS-12E-122C-N	MFS-12E-143A-N	MFS-13-143A-N	MFS-14-124A-N
FF-961	MFS-10-144A-N	MFS-12-124A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-14-143A-N
FF-966	MFS-12-122A-N	MFS-12-132B-N	MFS-13-122A-N	MFS-13B-122B-N	MFS-14-144A-N

## Rear Drive Single Axles – 5/750/P&L

RS-19-144/145/A	RS-21-145	RS-23-160
MS-19-14X	RS-21-160	RS-23-161
MS-21-144	MS-23-17X	RS-23-186

## Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-34-144/P/A	MA-40-165	MT-40-14XHE
RT-40-145/A	MA-40-175	MT-40-144/P
RT-40-160/P <sup>1,2</sup>	MT-34-14X/P	MT-40-943
RT-46-160/P <sup>1,2</sup>	MT-40-14T/P	MT-40-943-SP
RT-46-164EH/P <sup>1,2</sup>	MT-40-14X/P	RZ-166 <sup>2</sup>
RT-50-160/P <sup>1,2</sup>	MT-40-14X/P	RZ-188

## Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

<sup>1</sup> These models required for Chip Hauler and Linehaul warranty consideration.  
<sup>2</sup> Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.



# LINEHAUL WARRANTY INFORMATION

## Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
Q+ Drum Brake™	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™ <sup>2</sup>	12-Years or Wearable Life/P
EX+ Air Disc Brake™	5/500/P, 1/Unl/L
EX+ Air Disc Brake Extended Standard Warranty <sup>3</sup>	5/500/P&L

<sup>1</sup> Includes: bushing, seal, cam, ASA lubrication and wear coverage of 3/500/P&L.

<sup>2</sup> Based on stamped wear diameter max.

<sup>3</sup> Applies only to MA761 friction material code CD brake assembly i.e. EX225LXXXCDXXX

## Trailer Axles

Beam and Brackets	5/500/P, 1/100/L
Wheel End Systems <sup>1</sup>	
Standard System <sup>2</sup>	1/100/P&L
PreSet by Meritor <sup>3</sup>	5/500/P&L
AxlePak <sup>4</sup>	5P/L
AxlePak <sup>5</sup>	7P/L

<sup>1</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>2</sup> When installed by Meritor.

<sup>3</sup> Requires approved hubcap stating PreSet by Meritor on hubcap face.

<sup>4</sup> When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.

<sup>5</sup> When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

## TAG/Pusher Axles<sup>1</sup>

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L
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<sup>1</sup> For brake components and ABS Coverage, refer to appropriate product warranties.

## Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L
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## Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram) <sup>1</sup>	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty <sup>2</sup>	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/P, 3/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	5/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs & Rebound Straps	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L

<sup>1</sup> Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor (For axle and ABS coverage, refer to appropriate product warranties.)

<sup>2</sup> “Curbing damage” is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.



# GENERAL SERVICE WARRANTY INFORMATION

## General Service Vehicles

- 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
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Trailer
- 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 Non-Drive Steer Axles – 2/Uni/P&L

FD-965	FL-943	MFS-8-163B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-16-143A-N
FF-941	MFS-6-151A-N	MFS-10-122A	MFS-12-132C-N	MFS-13B-132B-N	MFS-18-133A-N
FF-942	MFS-6-153B-N	MFS-10-143A-N	MFS-12E-132C-N	MFS-13B-132C-N	MFS-18-135A-N
FF-943	MFS-6-162B-N	MFS-10-144A-N	MFS-12-143A-N	MFS-13-143A-N	MFS-18-193A-N
FF-944	MFS-6-153C-N	MFS-12-122A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-20-133A-N
FF-946	MFS-6-162C-N	MFS-12E-122A-N	MFS-12E-143A-N	MFS-14-122A-N	MFS-20-135A-N
FF-961	MFS-7-113C-N	MFS-12-122B-N	MFS-13-122A-N	MFS-14-124A-N	MFS-20-192A-N
FF-966	MFS-7-153C-N	MFS-12E-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N
FG-967	MFS-7-163C-N	MFS-12-122C-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N
FG-941	MFS-8-113B-N	MFS-12E-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N
FH-941	MFS-8-143A-N	MFS-12-124A-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N
FH-946 <sup>1</sup>	MFS-8-153B-N	MFS-12-132B-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N
FL-941					

<sup>1</sup> Can also be used with reduced steer angles in tag position in Coach Applications.

## Front Drive/Non-Drive Steer Axles – 1/Uni/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

## Rear Drive Tandem/Tridem - 3/Uni/P&L

RT-40-160/P	RT-50-160/P
RT-46-160/P	RZ-166
RT-46-164EH/P	

## Rear Drive Axles – 1/Uni/P&L

11170	RND-14H
523	RND-16A

## Drivelines

RPL	4/400/P, 1/Uni/P&L
MXL	3/350/P, 1/Uni/P&L
155N	1/Uni/P
92N	1/Uni/P

## Rear Drive Single Axles – 2/Uni/P&L

MS-17-13X	MS-21-14X	RC-23-160	RS-24-160	MS-30-616-SP
MS-17-14X	MS-21-144	RC-23-161	RC-25-160	RS-35-380
MS-19-13X	MS-23-17X	RC-23-162 <sup>1</sup>	RS-26-185	71162
MS-19-14X	RS-21-145/A	RC-23-165 <sup>1</sup>	MS-26-616	71163
RS-17-144/145/A	RS-21-160	RS-23-160	MS-26-616-SP	79163
RS-19-144/145/A	RC-22-145	RS-23-161	RS-30-185	
MS-21-13X	RC-22-145/A	RS-23-186	MS-30-616	

<sup>1</sup> 3/Uni/P&L if PreSet by Meritor.

## Rear Drive Tandem/Tridem Axles – 2/Uni/P&L

MT-34-14X/P	MT-40-14XHE	RT-44-145/P	MT-58-616
RT-34-144/P/A	MT-40-144/P	RT-46-169	RT-58-185 <sup>1</sup>
MT-40-14T/P	RT-40-145/A	MT-52-616	MT-70-380
MT-40-14X/P	MT-44-14X/P	RT-52-185 <sup>1</sup>	RZ-188

## Transmission – 1/Uni/P&L

516	FAT 30
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## PTO – 1/Uni/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190

<sup>1</sup> Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.





# GENERAL SERVICE WARRANTY INFORMATION

## Brake Components

Cam Q Series Trailer Brakes	3/Unl/P, 1/Unl/L
Cam P <sup>3</sup>	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ <sup>3</sup>	2/200/P&L
ASA	3/Unl/P
ASA <sup>3</sup>	2/200/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™ <sup>2</sup>	12-Years or Wearable Life/P
EX+ Air Disc Brake™	2/Unl/P&L

<sup>1</sup> Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.

<sup>2</sup> Based on stamped wear diameter max.

<sup>3</sup> Applies to Tour Bus and Cross Country Coach only.

## Trailer Axles

Beam and Brackets <sup>1</sup>	5/Unl/P, 1/Unl/L
Wheel End Systems <sup>2</sup>	
Standard System <sup>3</sup>	1/Unl/P&L
AxlePak <sup>4</sup>	5/P&L
AxlePak <sup>5</sup>	7/P&L

<sup>1</sup> 9000 Series is 3/Unl/P, 1/Unl/L

<sup>2</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>3</sup> When installed by Meritor.

<sup>4</sup> When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.

<sup>5</sup> When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

## Chassis Axles (2000 Series/ChassiPak)

Beam & Brackets	6/Unl/P, 1/Unl/L
Wheel End Systems <sup>1</sup>	
Standard System	1/Unl/P&L
AxlePak7	7/P&L
Beam and Brackets	7/P, 1/L

<sup>1</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

## Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram) <sup>1</sup>	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty <sup>2</sup>	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/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	5/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings <sup>3</sup>	5/Unl/P, 3/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

<sup>1</sup> Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor

<sup>2</sup> "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.

<sup>3</sup> Raw wood applications 3/Unl/P, 1/Unl/L

## TAG/Pusher Axles

TQ, TQD, TR, TRD Beam and Brackets <sup>1</sup>	3/Unl/P, 1/Unl/L
MC14002, MC16003, FH946	2/Unl/P&L

(For brake components and ABS coverage, refer to appropriate product warranties.)

<sup>1</sup> 3/Unl/P&L if sold with PreSet by Meritor.

## Meritor® Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L
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# HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

## Heavy Service/Specialty Vehicle

- Airport Rescue Fire Fighting (ARFF)
- Airport Shuttle\*
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Mixer
- Demolition
- Drill Rig
- Dump
- 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
- 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
- Utility Truck
- Winch Truck

\*Commercial chassis only

### Heavy Service/Specialty Vehicle 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	FL-941	MFS-10-143A-N	MFS-12-143A-N	MFS-13-144A-N	MFS-18-193A-N	MX-12-120
FF-941	FL-943	MFS-10-144A-N	MFS-12-144A-N	MFS-13-155	MFS-20-133A-N	MX-12-120 EVO
FF-942	MFS-6-151A-N	MFS-12-122	MFS-12-155	MFS-14-122	MFS-20-135A-N	MX-14-120
FF-943	MFS-6-153B	MFS-12E-122	MFS-13-122	MFS-14-124A-N	MFS-20-192A-N	MX-16-120
FF-944	MFS-6-162B	MFS-12-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N	MX-18-120
FF-946	MFS-6-162C	MFS-12E-122B-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N	MX-17-140
FF-961	MFS-7-113C-N	MFS-12-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N	MX-19-140
FF-966	MFS-7-153C-N	MFS-12E-122C-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N	MX-21-140
FF-967	MFS-7-163C-N	MFS-12-124A-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N	MX-21-160
FG-941	MFS-8-113B-N	MFS-12-132B-N	MFS-13B-132B-N	MFS-16-143A-N	RF-16-145	MX-23-160
FG-943	MFS-8-153B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-18-133A-N	RF-21-160	MX-810
FH-941	MFS-8-163B-N	MFS-12-132C-N	MFS-13B-132C-N	MFS-18-135A-N	MX-10-120	
FH-946	MFS-10-122A	MFS-12E-132C-N	MFS-13-143A-N	MFS-18-192A-N	MX-10-120 EVO	

### Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

### Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

### 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-21-160	RS-24-160	MS-35-380
RS-17-144/145/A	RC-22-145	RS-25-160	RS-38-380
MS-19-14X	RC-23-160	MS-26-616	RC-25-160
RS-19-144	RH-23-160	MS-26-616-SP	RC-26-633
MS-21-114	RS-23-160	RS-26-185/380	MT-58-616
MS-21-14X	RC-23-161	MS-30-616	MT-58-616-SP
RS-21-145	RS-23-161	MS-30-616-SP	
RS-21-145/A	RS-23-186/380	RS-30-185/380	

### Transmission – 1/Unl/P&L

516		
FAT 30		
<b>PTO – 1/Unl/P&amp;L</b>		
MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190



# HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

## Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	RT-44-145/P	RT-52-185/380 <sup>1,2</sup>	MT-70-380
RT-34-144/P/A	RT-46-169	MT-58-616	RZ-188
MT-40-14X/P	RT-58-160	MT-58-616-SP	
RT-40-145/A	MT-52-616	RT-58-185/380 <sup>1,2</sup>	
MT-44-14X/P	MT-52-616-SP	RT-70-380	

<sup>1</sup> Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.

<sup>2</sup> Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

## Brake Components

Cam P	3/Unl/P
Cam P <sup>3</sup>	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ <sup>2</sup>	2/100/P&L
ASA	3/Unl/P
ASA <sup>2</sup>	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

<sup>1</sup> Based on stamped wear diameter max.

<sup>2</sup> Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

<sup>3</sup> Warranty for all non-Meritor ASAs supplied by Meritor for all Heavy Service vocations is 1/100/P.

## Rear Drive Tandem/Tridem - 3/Unl/P&L

RT-40-160/P/A <sup>3</sup>
RT-46-160/P/A <sup>1,3</sup>
RT-46-164EH/P/A <sup>2,3</sup>
RT-50-160/P/A <sup>3</sup>
RZ-166

<sup>1</sup> U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.

<sup>2</sup> Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.

<sup>3</sup> Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

## Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L
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## Trailer Air Suspension Systems

MTA (Trailing Arm)	
Major Structural Components <sup>1</sup>	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings <sup>1</sup>	5/Unl/P, 3/Unl/L

<sup>1</sup> Raw wood applications 3/Unl/P, 1/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

## Trailer Axles

Beam and Brackets <sup>1</sup>	5/Unl/P, 1/Unl/L
Wheel End Systems <sup>2</sup>	
Standard System <sup>3</sup>	1/Unl/P&L

<sup>1</sup> 9000 Series is 3/Unl/P, 1/Unl/L.

<sup>2</sup> Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

<sup>3</sup> When installed by Meritor.

(For brake components and ABS coverage, refer to appropriate product warranties.)

## Gearboxes – 1/Unl/P&L

MGX-240	MGX-376	MGX-448	MGX-506	MGX-528	MGX-546
MGX-279	MGX-377	MGX-456	MGX-514	MGX-533	MGX-550
MGX-279D	MGX-378	MGX-478	MGX-519	MGX-534	
MGX-280	MGX-380	MGX-480	MGX-520	MGX-536	
MGX-285	MGX-384	MGX-487	MGX-522	MGX-537	
MGX-292	MGX-402	MGX-488	MGX-524	MGX-541	
MGX-314	MGX-413	MGX-505	MGX-527	MGX-545	

## Transfer Cases – 1/Unl/P

MTC-4213	MTC-3118-CV (358)	MTC-3209-GV (RTC-60/420)
MTC-4210	MTC-3120-FV (TC-143)	MTC-3209-GV (RTC-60/380)
MTC-4208	MTC-3124 (T-2119)	MTC-3209-GV (MTC-60/420)
MTC-4206-FV (TC-38)	MTC-3205-GV (MTC-25/247)	MTC-3209-GV (MTC-60/380)
MTC-3106-FV (TC-137)	MTC-3205-GV (MTC-25/350)	MTC-3212-CV (315 & 548B)
MTC-3111 (T-2111)	MTC-3205-GV (RTC-25/350)	MTC-3312-FV (TC-270)
MTC-3112-CV (529 & 548C)	MTC-3206-FV (TC-237)	MTC-3220-FC (TC-142)
MTC-3116 (T-2111)	MTC-3206-CS (544)	MTC-2212-CV (306)
MTC-3118-FV (TC-180 & TC-180-23)	MTC-3208-GV (RTC-50)	



# FIRE AND EMERGENCY WARRANTY INFORMATION

## Fire and Emergency Vehicles

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Command Vehicle
- Crash Fire Rescue (CFR)
- Pumper
- Rapid Intervention Vehicle (RIV)
- Tanker

## Fire and Emergency Typically Is

- Lower mileage operations (less than 20,000 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, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

## Front Non-Drive Steer Axles – 5/Unl/P&L

FL-941	MFS-18-193A-N	MFS-22-135A-N
FL-943	MFS-20-133A-N	MFS-22H-135A-N
MFS-18-133A-N	MFS-20-135A-N	MFS-22-193A-N
MFS-18-135A-N	MFS-20-193A-N	MFS-22H-193A-N

## Front Drive Steer Axles – 2/Unl/P&L

MX-19140	MX-21160	MX-23810
MX-21140	MX-23160	

## Rear Drive Single Axles – 5/Unl/P&L

RC-23-160	RS-23-186	RS-26-185	RS-25-160
RS-23-160	RS-24-160	RS-30-185	
RS-23-161	RC-25-160	RS-35-380	

<sup>1</sup> 3/Unl/P&L if PreSet by Meritor.

## Rear Drive Tandem/Tridem Axles – 5/Unl/P&L

MT-40-14X/P	RT-44-145/P	MT-52-616
MT-40-144/P	RT-46-160/P	RT-52-185 <sup>1</sup>
RT-40-145/A	RT-46-164EH/P	MT-58-616
RT-40-160/P	RT-46-169	RT-58-185 <sup>1</sup>
MT-44-14X/P	RT-50-160/P	MT-70-380

<sup>1</sup> Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

## Brake Components

Cam	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
EX+ Air Disc Brake™	2/Unl/P&L

<sup>1</sup> Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.

## Drivelines

RPL	4/400/P, 1/Unl/L
MXL	3/350/P, 1/Unl/L
155N	1/Unl/P
92N	1/Unl/P

## Transfer Cases – 1/Unl/P

MTC-4208	MTC-3111 (T-2111)
MTC-4210	MTC-3116 (T-2111)
MTC-4213	MTC-3124 (T-2119)



# TRANSIT BUS WARRANTY INFORMATION

## Transit Bus Vehicles

- Airport Shuttle
- City Bus
- Commuter Coach
- Shuttle Bus
- Transit Bus
- Trolley

## Transit Bus Typically Is

- Moderate mileage operation (less than 50,000 miles per year)
- 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, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

## Front Drive/Non-Drive Steer Axles – 5/300/P&L

FH-946                      MFS-12-155  
 FH-941<sup>1</sup>                     MFS-13-155

<sup>1</sup> Commuter coach only – 2/Unl/P&L

## Drivelines

RPL                              3/Unl/P, 1/Unl/L  
 92N                              1/Unl/P&L  
 MXL                              1/Unl/P&L

## Rear Drive Single Axles – 5/300/P&L

RS-23-160                    79163                      RS-21-160  
 RC-23-161                    RC-23-162<sup>1</sup>  
 71163                          RC-23-165<sup>1</sup>

<sup>1</sup> Commuter coach only – 2/Unl/P&L

## Tag Axles – 2/Unl/P&L

MC-14002  
 MC-16003  
 FH-946

## Brake Components

Cam Cast Plus™                      2/100/P&L  
 Q+ Drum Brake™<sup>1</sup>                    2/100/P&L  
 ASA<sup>1</sup>                                      2/100/P  
 Hubs/Cast Drums and  
 Other Wheel-end  
 Components                              1/Unl/P  
 All Other Brakes                        1/Unl/P  
 EX+ Air Disc Brake                    2/100/P&L

<sup>1</sup> Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

## Center Non-drive Axles – 5/300/P&L

MC-26000  
 71063  
 79063



# OFF-HIGHWAY SERVICE WARRANTY INFORMATION

## Industrial And Off-Highway Service Vehicles

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All-Terrain Crane
- Rough Terrain Crane
- Forestry
- Material Handling
- Specialized Heavy Haul
- Specialized Mining
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

## Industrial And Off-Highway Service Typically Is

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are **not** typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Contact Meritor regarding specific application approval questions on any product line.

### Drivelines – 1/Unl/P

- RPL
- MXL

### Front Non-Drive Steer Axles – 1/Unl/P

FF - 941	MFS-12-144A-N	MFS-18-193A-N
FF - 943	MFS-13-143A-N	MFS-20-133A-N
FF - 961	MFS-13-144A-N	MFS-20-135A-N
FF - 966	MFS-14-143A-N	MFS-20-192A-N
FG - 941	MFS-16-122A-N	MFS-20-193A-N
FG - 943	MFS-16-133A-N	MFS-22-135A-N
FL - 941	MFS-16-135A-N	MFS-22H-135A-N
FL - 943	MFS-16-143A-N	MFS-22-193A-N
FN - 951	MFS-18-133A-N	MFS-22H-193A-N
MFS-12-143A-N	MFS-18-135A-N	MON-ZO FAMILY

### 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

### Planetary Axles – 1/Unl/P

MOB	MOF	MOS	MOZ
MOC	MOG	MOT	
MOD	MOH	MOX	
MOE	MOR	MOY	

### Gearboxes – 1/Unl/P&L

MGX-240	MGX-376	MGX-448	MGX-506	MGX-528	MGX-546
MGX-279	MGX-377	MGX-456	MGX-514	MGX-533	MGX-550
MGX-279D	MGX-378	MGX-478	MGX-519	MGX-534	
MGX-280	MGX-380	MGX-480	MGX-520	MGX-536	
MGX-285	MGX-384	MGX-487	MGX-522	MGX-537	
MGX-292	MGX-402	MGX-488	MGX-524	MGX-541	
MGX-314	MGX-413	MGX-505	MGX-527	MGX-545	

### Transfer Cases – 1/Unl/P

MTC-4213	MTC-3116 (T-2111)	MTC-3205-GV (RTC-25/350)	MTC-3209-GV (MTC-60/380)
MTC-4210	MTC-3118-FV (TC-180 & TC-180-23)	MTC-3206-FV (TC-237)	MTC-3212-CV (315 & 548B)
MTC-4208	MTC-3118-CV (358)	MTC-3206-CS (544)	MTC-3312-FV (TC-270)
MTC-4206-FV (TC-38)	MTC-3120-FV (TC-143)	MTC-3208-GV (RTC-50)	MTC-3220-FC (TC-142)
MTC-3106-FV (TC-137)	MTC-3124 (T-2119)	MTC-3209-GV (RTC-60/420)	MTC-2212-CV (306)
MTC-3111 (T-2111)	MTC-3205-GV (MTC-25/247)	MTC-3209-GV (RTC-60/380)	
MTC-3112-CV (529 & 548C)	MTC-3205-GV (MTC-25/350)	MTC-3209-GV (MTC-60/420)	



# 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 Heavy Vehicle Systems, LLC 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 branded 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.

Product models, brands, names and trademarks depicted herein are the property of their respective owners and, except where otherwise indicated, are not in any way associated with Meritor Heavy Vehicle Systems, LLC, or any parent or affiliate, thereof.



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# 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.

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.

# WARRANTY

## MODEL YEAR 2021 VEHICLES



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.

### How to Read Warranty Coverage (Example)

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
3	300	P

- The standard aftermarket warranty for WABCO products - including WABCO Original parts, WABCO Reman Solutions, ProVia quality aftermarket parts and WABCO retrofit solutions - is one year, parts only from in-service date when purchased from ZF distributor networks or its affiliates and/or subsidiaries.



# WARRANTY - MODEL YEAR 2021 VEHICLES

## LINEHAUL/GENERAL SERVICE WARRANTY INFORMATION

### LINEHAUL/GENERAL SERVICE VEHICLES

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler (Truck)
- Cross Country Coach
- Doubles
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Triples
- Tour Bus
- Wrecker

### LINEHAUL TYPICALLY IS

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction

### GENERAL SERVICE TYPICALLY IS

- Moderate mileage operations (less than 60,000 miles/year)
- Well maintained public roads (less than 10% off-road)
- Less than three (3) stops per mile

WABCO Components <sup>1</sup>	
Air Management	
Air Brake Valves	1/100/P&L
Trailer Lift Axle Control Valve	
Trailer Control Line Filter <sup>3</sup>	
Air Compressors (ALL) <sup>2</sup>	2/200/P&L
Air Dryers (ALL)	3/300/P&L
Aerodynamics	
OptiFlow <sup>®</sup> TrailerSkirt	2/UnU/P
OptiFlow <sup>®</sup> Trailer Tail and AutoTail	2/UnI/P
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Electronic Braking System (EBS)	
Electronic Stability Control (ESC)	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Trailer ABS (Anti-Lock Braking System) <sup>3</sup>	
Driveline Suspension Control	
Clutch Controls	2/200/P&L
Leveling Valves	1/100/P&L
OptiRide <sup>®</sup> Automated Manual Transmission (AMT)	
OptiRide <sup>®</sup> Electronically Controlled Air Suspension (ECAS)	3/300/P&L

WABCO Components <sup>1</sup> (cont.)	
Safety	
OnGuardACTIVE <sup>®</sup>	3/300/P&L
OnLane <sup>®</sup>	
OnLaneALERT <sup>®</sup>	
OnSide <sup>®</sup>	
Trailer SafeStart <sup>™</sup>	
Trailer TailGUARD <sup>™</sup>	
Telematics	
TrailerCAST <sup>™</sup> Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit <sup>™</sup> Slack Adjuster	6/600/P
MAXXUS <sup>™</sup> Truck Air Disc Brake	5/500/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 17 and 19 Air Disc Brake	2/UnI/P and 1/UnI/L
Pan 22 Air Disc Brake	5/500/P and 1/L
TRISTOP <sup>™</sup> D Actuator w/ IBV or IRB	6/600/P
TRISTOP <sup>™</sup> D Actuator	3/300/P
UNISTOP <sup>™</sup> Actuator	2/200/P
Trailer MAXX22T <sup>™</sup> Air Disc Brake	5/500/P and 1/L

<sup>1</sup> ZF and WABCO branded components. <sup>2</sup> WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. <sup>3</sup> An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

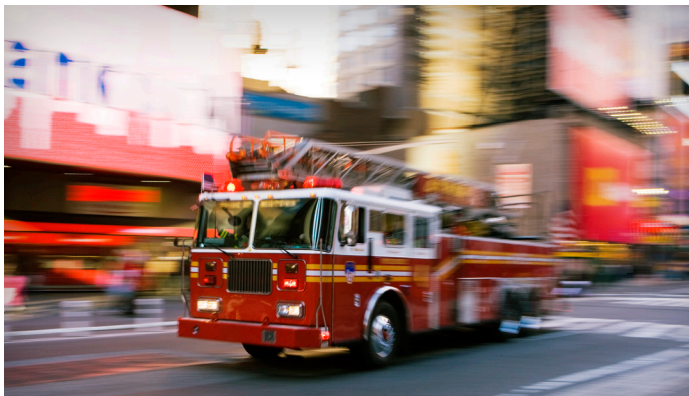
# HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

## 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



WABCO Components <sup>1</sup>	
Air Management	
Air Brake Valves	1/100/P&L
Air Compressors (ALL) <sup>2</sup>	
Air Dryers (ALL)	
Trailer Control Line Filter <sup>3</sup>	
Braking Systems	
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)	
Trailer ABS Valve <sup>3</sup>	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Driveline Suspension Control	
OptiRide® Electronically Controlled Air Suspension (ECAS)	2/200/P&L
Leveling Valves	1/100/P&L
Clutch Controls	2/200/P&L
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
Trailer MAXX22T™	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

<sup>1</sup> ZF and WABCO branded components. <sup>2</sup> WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. <sup>3</sup> An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

## INDUSTRIAL/OFF-HIGHWAY SERVICE WARRANTY INFORMATION

### INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation<sup>3</sup>
- Vehicles are not typically licensed for highway use

Market	Common Application Types
Agriculture	Fertilizer Spreader, Tractor, Heavy Duty Ag Trailers, Harvester, Sprayer, Skid Loader, Silage Bagger, Slurry Wagons, Grain Cart
Airport Support	Pushback Tractor, Towing Tugs, Aircraft Tow Tractor, Refueling Trucks, Food Service Trucks, Baggage Tractors, De-Icing Equipment, Runway Clearing Equipment
Construction	All-Terrain Crane, Rough Terrain Crane, Excavator, Compactor, Wheel Loader, Road Roller, Motor Grader, Articulated Dump Truck, Rubber Tire Road Roller, Backhoe Loaders, Haul Trucks, Scraper Rough Terrain Forklifts, Trenchers, Drills
Forestry	Logging Forwarder, Kidder, Loaders, Yard Forklifts, Harvesters Fellers
Material Handling	Port Tractor, Rail Yard Spotter, Stevedoring Tractor, Trailer Spotter, Yard Jockey, Scissor Lift, Straddle Carrier, Manlift, Forklift, Boom Lift Telehandlers, Aerial Work Platforms
Mining	Specialized Mining, Excavator, Haul Truck, Underground Loader, Service Trucks, Wheel Loaders, Scrapers, Load Haul Dumps, Personnel Transports, Bolters, Scalers
Municipal	Street Sweeper, Utility Tractor, Utility Trucks, Tree Trimmers, Dump Trucks, Tow Trucks, Flat Bed Trucks, Winch Applications
Oil & Gas	Fracturing Trailer, Injector Heads, Top Drives, Jack/Lift Boats, Wireline Trucks, Load-On / Load-Off
Rail	Railcar Mover, Track Layers, Grinders, Platform Crane, Locomotive Railcars, Ballast Equipment, Winch Applications



WABCO Components <sup>1</sup>	
Air Management	
Air Brake Valves	2/Unl/P
Air Compressors (ALL) <sup>2</sup>	
Air Dryers (ALL)	
Brake Actuation	
Air/Hydraulic Actuators	2/Unl/P
Master Cylinders	
Remote Actuators	
Slave and Wheel Cylinders	
Two Fluid Actuators	
Brake Locks	
Brake Locks (ALL)	2/Unl/P
Electric Brake Locks	
Lever Locks	
Braking Systems	
ABS (Anti-Lock Braking System) Air	1/100/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Driveline Suspension Control	
Clutch Controls	1/100/P&L
Leveling Valves	
Electrohydraulics & Controls	
Electronic Pedals	2/Unl/P
Electrohydraulic Brake Valves (EBV)	
Pressure Switches	
Hydraulic Braking Solutions	
Accumulator Charging Valves	2/Unl/P
Hydraulic Throttle Controls and Switches	
Modulating Brake Valves	
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
Caliper Disc Brakes	2/Unl/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
Multiple Disc Brakes	2/Unl/P
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

<sup>1</sup> ZF and WABCO branded components. <sup>2</sup> WABCO compressors installed on Cummins engines, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. <sup>3</sup> Equivalent hours of service limit: 2,000 hours for all components.

## TERMS AND CONDITIONS

### COVERAGE EXCLUSIONS

#### PRODUCT DESCRIPTION

##### ALL PRODUCTS

This Warranty shall not apply to the following, but not limited to: (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, damaged threads, cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (b) sensors damaged during removal when seized in block, or associated with sensor adjustments/ alignments, and (c) damage resulting from the use or installation of non-genuine 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 WABCO name plate, serial numbers or label identifying the device as a ZF 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 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 PRODUCTS

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 PLUS™ DIAGNOSTIC SOFTWARE

Proper diagnostics of WABCO Electronics may require the latest version of TOOLBOX PLUS™. Additional labor due to use of an outdated version of TOOLBOX™ software and/or the time to purchase or install the latest version of TOOLBOX PLUS™ are not covered under product warranty.



## TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?

ZF CV Systems North America LLC and its North American subsidiaries and affiliates (ZF) warrant 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 distribution agreements 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 ZF'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 ZF warranty has not expired under the terms stated above, the ZF warranty will 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 ZF distributor networks 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 ZF through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the 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 ZF directly. Failure to notify ZF 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 ZF as to the intended vocational use of the vehicle. This notification can be sent directly to ZF 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 ZF's warranty requires that the application of products be properly approved pursuant to OEM and ZF, 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 "Coverage Exclusions," 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 ZF, (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 ZF.
- (5) 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 ZF or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM dealer or ZF distributor networks' servicer. The dealer or ZF authorized servicer will inspect the vehicle and contact ZF for an evaluation of the claim. When authorized by ZF, the dealer or ZF authorized servicer will repair or replace during the term of this warranty any defective WABCO component covered by this warranty.
- (6) Disclaimer of Warranty and Limitation of remedies. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR WARRANTY FOR HIDDEN OR LATENT DEFECTS, AND IN NO EVENT WILL ZF OR ANY OF ITS AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PROGRESSIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

- (7) 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. Any dispute arising in connection with this agreement shall be governed by and construed according to the laws of the State of Michigan and be brought, heard and determined exclusively in either the Circuit Court for the County of Oakland, State of Michigan or the United States District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient.
- (8) Remedy. The exclusive remedy under this warranty shall be the repair or replacement of the defective component at ZF's option. ZF reserves the right to require that all applicable covered components are available and/or returned to ZF for review and evaluation. THE MAXIMUM LIABILITY, IF ANY, OF ZF FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT and where indicated in the product and application warranty information above, the inclusion of labor is limited to the standard repair time. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF DAMAGES PROVISION SET FORTH IN THIS PARAGRAPH SURVIVES BETWEEN THE ORIGINAL END USER AND ZF EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. ZF may change the design or make improvements to its Products without incurring any warranty obligation for previously manufactured Product .
- (9) Entire Agreement. This is the entire agreement between ZF and the Owner about warranty and no, ZF employee, or dealer is authorized to make any additional warranty on behalf of ZF unless in writing and signed by an authorized representative of ZF.





**For further product details contact your distributor or the  
WABCO Customer Care Center at 855-228-3203.**

## **About ZF Friedrichshafen AG**

ZF is a global technology company and supplies systems for passenger cars, commercial vehicles and industrial technology, enabling the next generation of mobility. ZF allows vehicles to see, think and act. In the four technology domains Vehicle Motion Control, Integrated Safety, Automated Driving, and Electric Mobility, ZF offers comprehensive solutions for established vehicle manufacturers and newly emerging transport and mobility service providers. ZF electrifies different kinds of vehicles. With its products, the company contributes to reducing emissions and protecting the climate.

ZF, which acquired WABCO Holdings Inc. on May 29, 2020, now has 160,000 employees worldwide with approximately 260 locations in 41 countries. In 2019, the two then-independent companies achieved sales of €36.5 billion (ZF) and \$3.4 billion (WABCO). For more information, visit: [www.wabco-na.com](http://www.wabco-na.com)



# 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:

<b>Coverage:</b>	<b>The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Ten (10) Years - or - 100,000 Miles</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>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.</b>  <b>This warranty does not apply to damage caused by corrosion.</b>

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><b>Topcoat Durability &amp; Appearance: Gloss, Color Retention &amp; Cracking</b>  0-72 months 100%  73-96 months 50%  97-120 months 25%</p> <p><b>Integrity of Coating System: Adhesion, Blistering/Bubbling</b>  0-36 months 100%  37-84 months 50%  85-120 months 25%</p> <p><b>Corrosion: Dissimilar Metal and Crevice</b>  0-36 months 100%  37-48 months 50%  49-72 months 25%  73-120 months 10%</p> <p><b>Corrosion Perforation</b>  0-120 months 100%</p> <p>This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.</p> <p>Items not covered by this warranty include:  (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).  (b) UV paint fade.  (c) Any cab not manufactured by Pierce.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



# Fire and Rescue Apparatus

## 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.



# 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.



## NEW PRODUCT WARRANTY



**PARTICIPATING OEM SALES  
DISTRIBUTOR SALES**

### LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

#### WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission’s option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section “APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE.”
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

**Demonstration Service** - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

#### APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0-24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0-36	No Limit	No Charge	No Charge
HT with Electronic Controls	0-60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0-60	No Limit	No Charge	No Charge

## WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
  - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - Misuse of the vehicle;
  - Installation into unapproved applications and installations;
  - Alterations or modification of the transmission or the vehicle, and
  - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - Anything other than defects in Allison Transmission material or workmanship

**NOTE:** This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
  - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

## OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions.

**ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.\*\***

\*\* Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## OTHER TERMS APPLICABLE TO OTHER END-USERS

**THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.**

## QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.  
P.O. Box 894  
Indianapolis, IN 46206-0894  
Attention: Warranty Administration PF-9



# Fire and Rescue Apparatus

## 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:

<b>Coverage:</b>	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.
<b>Warranty Begins:</b>	The date of delivery to the first retail purchaser.
<b>Warranty Period Ends After:</b>	Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<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.

 **UNITED PLASTIC FABRICATING, INC.**  
**WARRANTY**  
**FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™**

## LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (<http://www.state.gov>), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products through alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime





# UNITED PLASTIC FABRICATING, INC.

# WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

**UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.**

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

**THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.**

POLY-TANK®, POLYSIDE® are registered trademarks of UPF, Inc. INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™ are trademarks of UPF, Inc. © 08/01/09 UPF, Inc. Printed in the USA



# 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:

<b>Coverage:</b>	<b>The apparatus body shall be free from structural failures caused by defects in material and workmanship</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Ten (10) Years - or - 100,000 Miles</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>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.</b>  <b>This warranty does not apply to damage caused by corrosion.</b>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

*Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.*



**Pierce Warranty Statement for Gortite Roll Up Doors Rev 2/24/2011**

All mechanical components of the door shall be warranted to be free from defects in materials and workmanship for the lifetime of the vehicle. All parts covered under this warranty shall be to the original owner.

A&A manufacturing warrants that painted doors shall be free of blistering, peeling, bubbling, or any other adhesion defect caused by defective manufacturing methods or paint material selection. The time period for the coverage shall be 6 years from date of door shipment to Pierce. Satin anodized finish doors shall be warranted for 6 years against corrosion defects from date of door shipment to Pierce. Replacement of decals/Scotchlite is not covered.

The maximum amount A&A will reimburse for labor is \$60.00 per hour and the maximum amount of time allowed for repair is as follows:

Door	1.0 Hr.
Slat Replacement	1.0 Hr.
Pennant Plate Replacement	1.0 Hr.
Roller Replacement	.5 Hr.
Seal Replacement	.5 Hr.
Switch/Magnet Replacement	1.0 Hr.
Travel Time	4.0 Hr.



# Waterous Seven-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 seven (7) years from the date the product is first placed in service, or seven and one-half (7-1/2) 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](http://www.waterousco.com)





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: Warranty Term/Conditions and Coverage/Details. Rows include Coverage (Stainless steel piping shall be free from structural failures...), Warranty Begins (The date of the original purchase invoice...), Warranty Period Ends After (Ten (10) Years - or - 100,000 Miles), and Conditions and Exclusions (Pierce's obligation under this warranty is limited to repairing or replacing without charge... See Also Paragraphs 2 thru 4).

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

- (a) any integral parts, components, attachments or trade accessories...
(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.

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

## 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><b>Topcoat Durability &amp; Appearance: Gloss, Color Retention &amp; Cracking</b>  0-72 months 100%  73-96 months 50%  97-120 months 25%</p> <p><b>Integrity of Coating System: Adhesion, Blistering/Bubbling</b>  0-36 months 100%  37-84 months 50%  85-120 months 25%</p> <p><b>Corrosion: Dissimilar Metal and Crevice</b>  0-36 months 100%  37-48 months 50%  49-72 months 25%  73-120 months 10%</p> <p><b>Corrosion Perforation</b>  0-120 months 100%</p> <p>This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.</p> <p>Items not covered by this warranty include:  (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).  (b) UV paint fade.  (c) Any cab not manufactured by Pierce.</p>

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



# Fire and Rescue Apparatus

## Three (3) Year Material and Workmanship

### Goldstar® Gold Leaf Lamination

### Limited Warranty

#### 1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

#### 2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

#### 3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### 4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

# **5 DEALER SUPPLIED PRODUCTS AND /OR SERVICES**

**Exhibit "D"**

### **DEALER SUPPLIED EQUIPMENT and/or SERVICES**

The following items and/or services will be provided by Golden State Fire Apparatus Inc. (GSFA) prior to final delivery:

### **LICENSED MANUFACTURER**

The State of California Vehicle Code, section 11701 requires “every manufacturer of a vehicle subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number”. The manufacturer has a current license at time of proposal and shall provide a copy upon request. Temporary licenses are not acceptable.

### **LICENSED DEALERSHIP**

The State of California Vehicle Code, section 11701 requires a “dealer in vehicles of a type subject to registration, shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number”. Golden State Fire Apparatus, Inc. has a current license at time of bid as outlined above and is available upon request. Temporary licenses are not acceptable.

### **LICENSED SALES REPRESENTATIVE**

The State of California Vehicle Code, section 11800 requires that it shall be “unlawful for any person to function as a vehicle salesperson without having first procured a license issued by the Department of Motor Vehicles (DMV)”. The representative has a current vehicle salespersons license at time of proposal and shall provide a copy upon request. Temporary licenses are not acceptable.

### **VEHICLE REGISTRATION**

The State of California Vehicle Code section 11739 requires that the “dealer of a new motor vehicle sale is responsible for applying for the title, securing vehicle registration, and obtaining license plates for the Customer” through the Department of Motor Vehicles (DMV). Golden State Fire Apparatus, Inc. is a factory-authorized dealer of the vehicle being sold and is authorized to register with the State of California as a new vehicle manufacturer.

GSFA will make all necessary applications and complete all transfer papers, including applying for California Exempt “E” license plates.

### **WEEKLY PROGRESS PHOTOGRAPHS**

GSFA will provide weekly photographs of the apparatus or the major components as they are being constructed. The photographs will commence at the start of the manufacturing process and will continue through production by the manufacturer. The reports will show the progress of the apparatus through the course of each week. Special attention will be given to show the unique features and aspects of the apparatus as construction progresses.

### **PRE-CONSTRUCTION CONFERENCE**

Due to the premium production slot proposed, there will be no formal pre-construction conference. Customer may make a request for change via their assigned sales consultant; which will need to be forwarded to the appropriate Pierce representative for review to determine if the requested change can be provided.

### **FINAL INSPECTION FACTORY TRIP**

A final inspection trip to the manufacturing facility will be provided for three (3) 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 four (4) days and three (3) nights and be scheduled at times mutually agreed upon between the Golden State Fire Apparatus Sales Consultant and the Customer. Costs for airfare, lodging, meals and ground transportation while at the manufacturer’s location will be the responsibility of GSFA. Air travel will be from one of the following airports: Sacramento, San Francisco or San Jose. Cost of transportation to and from the airport shall be the responsibility of the purchaser.



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.

### **DELIVERY TO AUTHORIZED SERVICE FACILITY**

GSFA will, at their expense, deliver the apparatus (including any applicable equipment, spare parts, and supplies) to their Northern California facility in Sacramento for a dealer preparation inspection.

To ensure proper break in of all components while still under warranty, the apparatus shall be delivered under its own power - rail or truck freight shall not be acceptable.

### **PRE-DELIVERY SERVICE**

After transportation from the factory and prior to delivery, the apparatus will receive a pre-delivery service to confirm proper operation and correction of any issues found as a result of said inspection. The Golden State Fire Apparatus, Inc. pre-delivery service consists of the following:

- Engine Compartment and Undercarriage – Check for any broken mounting brackets and inspect for correct capacities of the following (if applicable): engine oil, coolant, power steering fluid, washer reservoir fluid, transmission fluid, rear end fluid, pump transmission oil, and primer oil.
- Interior – Operate all doors, windows, and locks for proper adjustment. Check upholstery.
- Exterior – Repair reasonable paint scratches or chips. Tighten any loose hardware and inspect tires and wheels for proper pressure and lug torquing.
- Road Test – With the water tank (if applicable) full, the apparatus will be driven approximately twenty miles which allows the drive train components to get up to operating temperature. Road test will be on both city and highway roads. A DOT compliant brake test will be conducted to ensure the system is holding air. The brake condition and wheel seals will also be inspected.
- Electrical - Operate all lights, sirens, and other electrical accessories to verify operation.
- Pump - If applicable, vacuum test the pump to hold for 15 minutes. After vacuum test, operate the relief valve, transfer valve and check pump shift. Check water tank for leaks and inspect water level gauge for calibration. With discharge caps loose, rapid test all individual gauges and main gauges for calibration. Lubricate valve rods.
- Foam System – If applicable, tighten caps and connect foam lines. Test selector, valves, metering valve and operation of foam system (including flush).
- Fuel Tank - Fuel tank will be filled at the dealership location prior to final delivery.
- DEF Tank - DEF tank will be filled at the dealership location prior to final delivery.
- Wash - The apparatus will be thoroughly washed at the dealership location prior to final delivery.



**FINAL DELIVERY (CUSTOMER LOCATION)**

GSFA will, at their expense, deliver the Product (including any applicable equipment, spare parts, and supplies) to the Customer specified address once completed. Prior to delivery of the Product, Customer agrees to provide proof of liability and physical damage insurance to GSFA. GSFA will not release the Product to the Customer until such proof of insurance is provided.

It is the responsibility of the Customer to have any outstanding balance due, paid in full to GSFA, prior to or at the time that the Product is complete and ready to deliver. If payment is late or delivery is delayed pending payment, a daily finance charge of \$150.00 and a daily storage fee of \$50.00 may apply until such payment is received.

Due to insurance liability, the Product will not be delivered without full acceptance and full payment (or prior written agreement between the Customer and GSFA).

**DEALER PROVIDED LOOSE EQUIPMENT**

Prior to final delivery of the specified vehicle to the customer location, the following items will be provided by the dealer:

- Two (2) lengths, 10' x 6.00" hard suction hose with 6.00" NST rocker lug couplings
- One (1) barrel strainer with 6.00" MNST coupling

**END OF EXHIBIT "D"**

**Date:** March 12, 2024  
**To:** Board of Directors, Arcata Fire District  
**From:** Justin McDonald, Fire Chief  
**Subject:** Adopt Resolution No. 24-301 Approving the Form and Authorizing the Execution and Delivery of Certain Financing Documents for the Purpose of Purchasing a New Fire Engine, and Authorizing Other Related Actions in Connection Therewith

---

**DISCUSSION:**

Part of the requirement of the grant for the purchase of a new fire engine from the Humboldt Area Foundation was for the District to accrue 100% of the capital to purchase the engine. The District has two options to make this happen, liquidating all funding in our reserve accounts or secure financing from a lender. Financing is the best option as we are currently making 5.5% interest on our money at CalTrust.

Options for financing were provided by Pierce through Community Leasing Partners. (**Attachment 1**) They offered an interest rate of 5.78% with a payment of \$164,934 for seven years. The District would need to fund the \$34,934 difference between the grant installment and the loan payment.

Staff also reached out to Andrew Flynn with CalMuni Advisors. He was able to provide an estimated quote with similar numbers. With an interest rate of 4.25% for seven years the payment would be \$156,954. Again, the District would need to make up the \$26,954 shortfall.

Staff and Mr. Flynn discussed another financing scenario. The District could finance \$1,000,000 for the purchase of the Engine and any unexpected change order costs, mounting brackets, new equipment, and a new (used) command pickup. The annual loan payment would drop to \$130,000, however the District would be required to make the last three payments of the loan.

The budget committee discussed the above-listed items and asked for clarification on a few items.

- What is the collateral for the \$93,000 if the engine price is \$907,000? *There is no collateral requirement, just a pledge of Net Revenues.*
- Is there a penalty for early payoff in year 8, 9 or 10? *Probably not, but we will not know until we receive the results of the RFP.*
- Is there a penalty for extra payments of the principal during the life of the loan? *There will likely be some sort of penalty for the first 3-5 years, but we will not know until we receive the results of the RFP.*

The 10-year structure allows that District more flexibility in budgeting for the annual debt service. Because the loan will be prepayable without premium after 3-5 years, the District could decide to prepay part or all of the loan with “surplus” funds, should the Board choose to do so in the future.

The exact terms of the financing will not be known until after the Authority undertakes a formal bid process on behalf of the District. The bid process ensures that the District is receiving the best possible terms and conditions in the current municipal market place. Once the Authority receives the bids, the Chief, with the help of Weist Law and CalMuni, will be able to select the proposal with the best terms and conditions. This process takes about three weeks to complete. If the Chief selects one of the bids, the financing should be able to be completed in April.

## **INSTALLMENT PURCHASE FINANCING**

To facilitate the financing process the Authority will sell the fire truck to the District pursuant to an Installment Loan Agreement (**Attachment 2**) between the Authority and the District. The District under the Loan Agreement agrees to purchase the fire truck from the Authority in the exact amount of the semi-annual debt service on the Loan. The title will remain with the District at all times. The Authority is merely a conduit facilitator of the loan financing arrangement (the "Loan"), and does make money by taking a spread on the interest rate. The Authority charges a flat fee of \$12,500, which covers the cost of the RFP, the cost of internal counsel and its regulatory compliance fees. The Authority also charges an annual fee of the greater of (i) 50 basis points times the aggregate principal components of the Loan Payments outstanding on the first day of the month in which the anniversary of the closing date occurs, or (ii) \$750. These charges cover the Authority's annual cost to administrate the Loan, including required accounting and regulatory filing work.

## **SUMMARY OF THE FINANCING DOCUMENTS**

Resolution No. 24-301 authorizes and approves the form of a Series 2024A Installment Loan Purchase Agreement (the "2024 Loan Agreement") and Irrevocable Payment Instructions (**Attachment 3**) which are necessary to provide for the successful consummation of the fire truck purchase. The 2024 Loan Agreement and Instructions are each briefly described as follows:

1. **2024 Loan Agreement:** This is an agreement between the District and the Authority, which sets forth the covenants and specifics of the Loan obligation, including the District's promise to make future semi-annual debt service payments, the right to purchase the asset, the District's duties, repayment mechanisms and the financial institution's rights and remedies in the event of default. The 2024 Loan Agreement also includes details of the financing being secured on equal parity with the District's (i) Series 2022 Loan Obligation (Equipment Acquisition Project of 2022), and (ii) Series 2021 Taxable Revenue Obligations (CalPERS UAL Prepayment Project). The District shall pledge and grant a security interest, to the extent permitted by law, in all Gross Revenues to secure the obligations of the District under the Loan Agreement.
2. **Irrevocable Payment Instructions:** This is an agreement between the District, the Authority and the winning bidder for the Financing, which constitutes irrevocable instructions by the District authorizing and directing the Authority to transfer the Loan proceeds in accordance with the Instructions.

## **LEASE PURCHASE FINANCING**

The Authority will sell the fire engine to the District pursuant to the Installment Loan Agreement between the Authority and the District. The District will assign all of its rights to receive the lease payments to the selected banking institution, as well as other rights and remedies, to the winning proposal in exchange for the requested funding amount at closing.

**SUMMARY OF THE OPPORTUNITY**

When the Board adopts the subject Resolution, staff, with the aid of the financing team, will work with the Authority and the selected financial institution to close the transaction at first possible opportunity, with the present target closing date being April 2024.

**RECOMMENDATION:**

Staff recommends the Board adopt Resolution No. 24-301 approving the form and authorizing the execution and delivery of certain financing documents for the purpose of purchasing a new fire engine and authorizing other related actions in connection therewith.

**FINANCIAL IMPACT:**

- No Fiscal Impact/Not Applicable
- Included in Budget:
- Additional Appropriation Requested:
- Unknown/Not Yet Identified

**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

- Attachment 1 – Community Leasing Quote
- Attachment 2 – Loan Agreement
- Attachment 3 – Irrevocable Payment Instructions
- Attachment 4 - Resolution 24-301



Phone: 888.777.7850  
 Fax: 888.777.7875  
 Cell: 785.313.3154  
 215 S. Seth Child Road  
 Manhattan, KS 66502  
 www.clpusa.net

February 21, 2024

**Customer Name: Arcata Fire Protection District, CA**

Equipment: One Pierce Pumper  
 Sales Representative: Jon Bauer @ Golden State Fire Apparatus  
 Delivery: Estimated 50 months

**Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.**

**Option 1**

Total Cost:	\$ 910,000.00	Payment Frequency:	Annual
Down Payment:	\$ -	First Payment:	August 1, 2024
Prepayment Discount:	\$ -		
<b>Amount Financed:</b>	<b>\$ 910,000.00</b>		
Term in Years:	7		
Payment:	\$155,916.14		
Factor:	0.171336		
Interest Rate:	5.78%		

**Option 2**

Total Cost:	\$ 910,000.00	Payment Frequency:	Annual
Down Payment:	\$ -	First Payment:	August 1, 2025
Prepayment Discount:	\$ -		
<b>Amount Financed:</b>	<b>\$ 910,000.00</b>		
Term in Years:	7		
Payment:	\$164,934.33		
Factor:	0.181247		
Interest Rate:	5.78%		

- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**
- The quoted interest rate is valid for 10-days from the date of the proposal. To lock in the interest rate, a credit submission would be required, and a credit approval attained within the same 10-day period. This financing is to be executed & funded within 30 days of the date of the proposal or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval and mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

**Thank you for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 888.777.7850.**

Respectively,

Blake J. Kaus  
 Vice President & Director of Leasing  
 blakekaus@clpusa.net

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**SERIES 2024A INSTALLMENT LOAN PURCHASE AGREEMENT**

by and between

**CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY**

And

**ARCATA FIRE PROTECTION DISTRICT**

Dated as of April 1, 2024

Relating to

\$ \_\_\_\_\_  
**CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY  
(ARCATA FIRE PROTECTION DISTRICT)  
SERIES 2024 LOAN OBLIGATIONS  
(EQUIPMENT ACQUISITION PROJECT OF 2024)**

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## SERIES 2024A INSTALLMENT LOAN PURCHASE AGREEMENT

**THIS SERIES 2024A INSTALLMENT LOAN PURCHASE AGREEMENT** (the “Loan Agreement”), is dated as of April 1, 2024, between **CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY**, a joint exercise of powers authority organized and existing under the laws of the State of California (the “Authority”), and the **ARCATA FIRE PROTECTION DISTRICT**, a political subdivision organized and existing under the laws of the State of California (“District”), wherein the parties hereby agree as follows:

### *WITNESSETH:*

**WHEREAS**, the District desires to work with the Authority for the purpose of, among other things, procuring financing for the District’s purchase of a new fire truck, all as more particularly described in Exhibit A herein (the “Project”);

**WHEREAS**, the Authority has been formed for the purpose, among others, of assisting public agencies such as the District in the financing of public capital improvements within or of benefit to the District; and

**WHEREAS**, to that end, the Authority will cause the execution and delivery of Series 2024 Loan Obligations in the principal amount of \$\_\_\_\_\_ (the “Series 2024 Loan Obligations”), and apply the proceeds of the sale thereof to the acquisition of the Project; and

**WHEREAS**, the District has determined to purchase the Project from the Authority pursuant to this Loan Agreement; and

**WHEREAS**, the District will make installment payments pursuant to this Loan Agreement (the “Loan Payments”) from the Gross Revenues (as defined herein) in order to purchase the Project from the Authority; and

**WHEREAS**, the Authority will assign all of its rights and interest in the Loan Agreement, including, without limitation, its right to receive Installment Payments pursuant to an Assignment Agreement, dated as of April 1, 2024 (the “Assignment Agreement”);

**NOW, THEREFORE**, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Definitions.** All terms defined in this Section 1 have the meanings herein specified for all purposes of this Loan Agreement.

**“Accreted Value”** means, with respect to any capital appreciation obligation, the principal amount thereof plus the interest accrued thereon, compounded at the approximate interest rate thereon on each date specified therein. The Accreted Value of any capital appreciation obligation at any date shall be the amounts set forth in the accreted value table for the capital appreciation obligation as of such date, if such date is a compounding date, and if not, as of the immediately preceding compounding date.

**“Additional Revenues”** means, with respect to the issuance of any Parity Debt, any or all of the following amounts:

(i) An allowance for Net Revenues from any additions or improvements to or extensions of the District to be made with the proceeds of such Parity Debt and also for Net Revenues from any such additions, improvements or extensions which have been made from moneys from any source but in any case which, during all or any part of the latest Fiscal Year for which audited financial statements are available or any 12 consecutive calendar month period (selected by the District) during the 18 consecutive calendar month period ending immediately prior to the issuance, incurrence or creation of such additional Parity Debt, were not in service, all in an amount equal to 90% of the estimated additional average annual Net

Revenues to be derived from such additions, improvements and extensions for the first 36 month period in which each addition, improvement or extension is respectively to be in operation, all as shown by the certificate or opinion of an Independent Engineer or an Independent Accountant retained by the District and reasonably satisfactory to the Authority.

(ii) An allowance for Net Revenues arising from any increase in taxes, assessments or charges made for service from the District which has become effective prior to the incurring of such Parity Debt but which, during all or any part of the latest Fiscal Year or such 12 month period for which audited financial statements are available or any 12 consecutive calendar month period (selected by the District) during the 18 consecutive calendar month period ending immediately prior to the issuance, incurrence or creation of such additional Parity Debt, was not in effect, in an amount equal to the total amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or 12 month period, all as shown by the certificate or opinion of an Independent Consultant or an Independent Accountant employed by the District.

**“Authority”** means the California Municipal Public Financing Authority, a joint exercise of powers authority organized and existing under the laws of the State of California, and any other successor or any other entity to whom the rights of the Authority hereunder are assigned.

**“Authority Issuance Fee”** means \$12,500.

**“Authority Annual Fee”** means the greater of (i) 50 basis points times the aggregate principal components of the Loan Payments outstanding on the first day of the month in which the anniversary of the Commencement Date occurs, or (ii) \$750.

**“Authorized Representative”** means (i) with respect to the District, the Chairperson, Fire Chief and Secretary, or any other person designated as an Authorized Representative of the District by a Certificate of the District signed by its Chairperson or Fire Chief and filed with the Authority, and (ii) with respect to the Authority, the Chair, Vice-Chair, Manager, Treasurer and Secretary, or any other person designated as an Authorized Representative of the Authority by a Certificate of the Authority signed by its Chair, Vice-Chair, Manager or Treasurer.

**“Balloon Indebtedness”** means Long-Term Indebtedness 25% or more of the principal of which (calculated as of the date of issuance) becomes due (either by maturity or mandatory redemption) during any period of 12 consecutive months, which portion of the principal is not required by the documents governing such Long-Term Indebtedness to be amortized below such percentage by redemption prior to such date.

**“Bank”** means \_\_\_\_\_, a banking corporation.

**“Bond Counsel”** means The Weist Law Firm, or any other attorney or firm of attorneys acceptable to the Authority of nationally recognized expertise with respect to legal matters relating to municipal obligations.

**“Business Day”** means a day other than a Saturday, Sunday or legal holiday, on which banking institutions in the State of California are not closed.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Commencement Date”** means the date when interest begins to accrue on the District’s obligation to pay Loan Payments hereunder, which date shall be April \_\_, 2024.

**“Concluding Payment”** means payment in full of all remaining Loan Payments and all other payments due hereunder.

**“Costs of Issuance”** means all items of expense directly or indirectly payable by or reimbursable to the District relating to the execution and delivery of this Loan Agreement, including but not limited to District administration costs and

expenses, fees and expenses of consultants and professionals, fees and expenses of the municipal advisor and any placement agents, legal fees and charges (including legal fees of the Authority), insurance fees and charges, filing costs, settlement costs, printing costs, reproduction and binding costs, regulatory fees, including, but not limited to, fees charged by the California Debt and Investment Advisory Commission, and fees for execution, transportation and safekeeping of this Loan Agreement, and all other charges and fees in connection with the foregoing.

**“Debt Service”** when used with respect to the Loan Payments and Parity Debt, means, for any period, the sum of (1) the interest payable during such period on the Loan Payments and Parity Debt, (2) the principal or mandatory sinking fund payments to be paid with respect to the Loan Payments and Parity Debt during such period, and (3) any other scheduled payments coming due on the Loan Payments and outstanding Parity Debt in such period and not otherwise included in clauses (1) and (2) of this definition, all of which are to be computed on the assumption that no portion of the Loan Payments or Parity Debt shall cease to be outstanding during such period except by reason of the application of scheduled payments; provided that, for purposes of such computation:

(a) unless a different subsection of this definition applies for purposes of determining maturities or amortization, in determining the amount due in any period, payment shall be assumed to be made in accordance with the Payment Schedule and any other amortization schedule established for Parity Debt, including any mandatory sinking fund payments or any scheduled redemption or payment of Parity Debt on the basis of Accreted Value, and for such purpose, the redemption payment or payment of Accreted Value shall be deemed a principal payment and interest that is compounded and paid as Accreted Value shall be deemed due on the scheduled redemption or payment date and any contingencies that may result in a request for earlier payment shall be disregarded;

(b) Balloon Indebtedness may, at the option of the District, be treated as if it were to be amortized with substantially level debt service over a term of up to 25 years (which period shall be designated by the District), from the date of calculation, and the interest rate used for such computation shall be assumed by the District to be equal to (i) the interest rate in effect for such Balloon Indebtedness on the date of calculation, if the interest rate determination method in effect for such Balloon Indebtedness on the date of calculation provides for interest rates that are fixed for at least 12 months from the date such interest rates are determined or (ii) if the interest rate determination method in effect for such Balloon Indebtedness on the date of calculation provides for interest rates that are not fixed for at least 12 months from the date such interest rates are determined, the rate of interest used to calculate Debt Service shall be determined as described in clause (c);

(c) if any Parity Debt bear, or if any Parity Debt proposed to be issued, incurred or created will bear, interest at a variable interest rate, the rate of interest used to calculate Debt Service shall, for all purposes, be assumed to bear interest at a fixed rate equal to the higher of (i) the then current variable interest rate borne by such Parity Debt plus 1%; and (ii) the highest variable rate borne over the preceding 24 months by outstanding variable rate debt issued by the District or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

(d) if any Parity Debt feature an option, on the part of the owners or a requirement under the terms of such Parity Debt, to tender all or a portion of such Parity Debt to the District, or other fiduciary or agent, and to purchase such Parity Debt or portion thereof if properly presented, then for purposes of determining the amounts due in any period with respect to such Parity Debt, the options or obligations of the owners of such Parity Debt to tender the same for purchase or payment shall be ignored;

(e) Loan Payments and payments on Parity Debt shall be excluded to the extent such payments are to be paid from amounts on deposit with a trustee or other fiduciary in escrow specifically therefor, and interest payments shall be excluded to the extent that such interest payments are to be paid from the proceeds of the Loan Agreement or Parity Debt, including any investment earnings thereon, held by a trustee or other fiduciary as capitalized interest specifically to pay such interest;

(f) with respect to Parity Debt for which a reserve fund is in place, the calculation of Debt Service for such Parity Debt for any period shall be reduced by the amount of investment earnings on amounts on deposit in such reserve fund used or expected to be used to pay Debt Service on such Parity Debt during such period, as estimated by the District; and

(g) with respect to Parity Debt for which a reserve fund is in place, the amount on deposit in such reserve fund on any date of calculation of Debt Service shall be deducted from the amount due on the final maturity or due date of such Parity Debt if such amount on deposit in such reserve fund would be released at such maturity or due date and, to the extent the amount on deposit in such reserve fund is in excess of the amount due on the final maturity or due date of such Parity Debt, such excess shall be applied to the full amount due on each preceding payment date for such Parity Debt, in inverse order, until such amount on deposit in such reserve fund is exhausted.

**“Debt Service Coverage Requirement” or “DSC Requirement”** means for any Fiscal Year, or other period of time for which such calculation is made, that Net Revenues for such Fiscal Year, or other period of calculation, must be at least equal to one hundred ten percent (110%) of Maximum Annual Debt Service.

**“District”** means the entity described as such in the first paragraph of this Loan Agreement, its successors and its assigns.

**“Enterprise”** means, collectively, the entire fire and emergency services system of the District, including but not limited to all facilities, properties and improvements at any time owned, controlled or operated by the District for the fire suppression, emergency medical services, administration, technical rescue, hazardous materials mitigation, public education, fire investigation, and fire prevention services provided to property and residents of the District and corresponding service areas, and any necessary lands, equipment, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, leased, constructed or installed by the District.

**“Equipment”** means the property described on the Equipment Schedule attached hereto as **Exhibit A**, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

**“Event of Default”** means an Event of Default described in **Section 35**.

**“2021 Financing Agreement”** means the Series 2021 Financing Agreement (including any permitted amendments or supplements thereto), dated as of October 13, 2021, by and between Sterling National Bank and the District.

**“2022 Financing Agreement”** means the Series 2022A Installment Loan Purchase Agreement, dated as of April 1, 2022, by and between the Authority and the District.

**“Fiscal Year”** means the twelve calendar month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the District as its Fiscal Year in accordance with applicable law.

**“General Fund”** means the fund by that name established by the District and maintained pursuant to **Section 9** hereof.

**“Generally Accepted Accounting Principles” or “GAAP”** means the generally accepted accounting principles as presented and recommended by the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

**“Gross Revenues”** means for any Fiscal Year or other period, all legally available moneys, fees, rates, receipts, rentals, charges and income received for, received by or derived from, the District, the operation of the Enterprise or any of

its lands or facilities or any other source whatsoever, including without limitation ad valorem property tax revenues and other special and general tax revenues, assessments, gifts, bequests, grants, devises, contributions, moneys received from the operation of the District's business or the possession of its properties, insurance proceeds or condemnation awards, and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights or other rights, and the proceeds of the same whether now owned or held or hereafter coming into being, but excluding (i) gifts, grants, devises, bequests and contributions designated by the maker to a specific purpose inconsistent with their use for the payment of principal of, premium, if any, and interest on the Obligations or for the payment of Operation and Maintenance Costs, (ii) any unrealized gains and losses on investments of the District, and (iii) any income for which the District has a contractual or statutory obligation to pay to other Persons (for example, without limitation, amounts collected by the District in its capacity as agent for others, and sales taxes, use taxes and other taxes collected by the District but required to be paid to the relevant collection authorities).

**“Independent Certified Public Accountant”** means any firm of certified public accountants appointed by the District that is independent according to the Statement of Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

**“Independent Engineer”** means any registered engineer or firm of engineers generally recognized to be well-qualified in engineering matters relating to the subject matter at issue, appointed and paid by the District, and who or each of whom:

- (1) is in fact independent and not under the domination of the District;
- (2) does not have a substantial financial interest, direct or indirect, in the District; and
- (3) is not connected with the District as a board member, officer or employee of the District, but may be regularly retained to make reports to the District.

**“Independent Consultant”** means a consultant or firm of consultants qualified in matters relating to the subject matter at issue, appointed and paid by the District, and who:

- (1) is in fact independent and not under the domination of the District or any member thereof;
- (2) does not have a substantial financial interest, direct or indirect, in the operations of the District; and
- (3) is not connected with the District as an officer or employee of the District or any member thereof, but may be regularly retained to audit the accounting records of and make reports thereon to the District.

**“Insurance Consultant”** means any nationally recognized independent actuary, insurance company or broker that has actuarial personnel knowledgeable with respect to insurance carried, by, required for and available to special districts operating facilities similar to the District, including a pooled self-insurance program in which premiums are established on the basis of the recommendation of an actuary of national reputation.

**“Interest Account”** means the account by that name in the General Fund established pursuant to **Section 9** hereof.

**“Interest Rate”** means the rate of interest to be paid on this Loan Agreement which is 2.75% per annum.

**“Issuance Year”** is the calendar year in which the Commencement Date occurs.

**“Loan Agreement”** means this Series 2024A Installment Loan Purchase Agreement and any other schedule, or exhibit made a part hereof by the parties hereto, together with any amendments to this Loan Agreement.

**“Loan Payment Date”** means the dates set forth on the Payment Schedule, being February 1 and August 1 of each year, commencing August 1, 2024, and continuing to and including the date on which the Loan Payments have been paid in



full; provided that if any Loan Payment Date shall fall on a non-Business Day, the Loan Payment Date shall be the next succeeding Business Day and interest on such payment shall accrue to and including such next succeeding Business Day.

7. **“Loan Payments”** means the installment loan payments payable by District to the Authority pursuant to **Section 7**.

**“Loan Proceeds”** means the \$ \_\_\_\_\_ amount received by the District from the Authority or its assignee on the Commencement Date.

**“Material Adverse Effect”** means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the District, (b) the ability of the District to carry out its business in the manner conducted as of the date of this Loan Agreement or to meet or perform its obligations under this Loan Agreement on a timely basis, or the (c) the validity or enforceability of this Loan Agreement.

**“Material Litigation”** means any action, suit, proceeding, inquiry or investigation against the District in any court or before any arbitrator of any kind or before or by any Governmental Authority, of which the District has notice or knowledge and which, (i) if determined adversely to the District, may have a Material Adverse Effect, (ii) seeks to restrain or enjoin any of the transactions contemplated hereby, or (iii) may adversely affect (A) the exemption of interest with respect to the Loan Payments for state income tax purposes or (B) the ability of the District to perform its obligations under this Loan Agreement.

**“Maximum Annual Debt Service”** means the greatest amount of Debt Service with respect to this Loan Agreement and any Parity Debt to which reference is made coming due in any Fiscal Year including the Fiscal Year in which the calculation is made or any subsequent Fiscal Year.

**“Net Proceeds”** means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

**“Net Revenues”** means, for any period, all of the Gross Revenues received by the District during such period minus the amount required to pay all Operation and Maintenance Costs of the District which are payable during such period.

**“Operation and Maintenance Costs”** means all reasonable and necessary current expenses of the District, including pension and post-retirement healthcare expenses, paid or accrued, of operating the District, calculated in accordance with GAAP and not expected to be reimbursed to the District within one year after the date of incurrence; but for clarity of this definition, Operation and Maintenance Costs do not include depreciation, amortization, and interest paid on this Loan Agreement or any Parity Debt or Subordinate Debt.

**“Parity Debt”** means this Loan Agreement, the 2021 Financing Agreement, the 2022 Financing Agreement and other any bonds, notes, leases, loans, installment sale agreements, financing agreements, contracts or other obligations of the District which are secured by a pledge of and lien upon any of the Gross Revenues and which are payable from the Net Revenues on a parity with the Loan Payments, entered into or issued under and in accordance with **Section 10** hereof.

**“Parity Debt Documents”** means, collectively, the indenture of trust, trust agreement, installment sale agreement, loan agreement, financing agreement or other document authorizing the issuance of any Parity Debt or any securities which establishes or evidence Parity Debt.

**“Parity Payments”** means all payments scheduled to be paid by the District under Parity Debt Documents.

**“Payment Instructions”** means the Irrevocable Payment Instructions dated as of April 1, 2024, between the District and Authority, relating to the wire transfer of a certain portion of the Loan Proceeds to the Vendor for the purchase of the Equipment.

**“Payment Schedule”** means the schedule of Loan Payments and Purchase Price set forth on **Exhibit B**.

**“Person”** means an individual, corporation, firm, association, limited liability company, corporation, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

**“Principal Account”** means the account by that name in the General Fund established pursuant to **Section 9** hereof.

**“Purchase Price”** means the amount set forth on the Payment Schedule that District may, at its option, pay to Authority to purchase the Equipment.

**“Rate Stabilization Fund”** means the fund by that name established and maintained pursuant to Section 5.3(e) of the 2021 Obligation, which is intended to also serve as the Rate Stabilization Fund hereunder.

**“Resolution”** means the applicable resolution of the Governing Body authorizing the execution and delivery of this Loan Agreement.

**“Series 2024 Loan Obligations”** means the “California Municipal Public Financing Authority (Arcata Fire Protection District), Series 2024 Loan Obligations (Equipment Acquisition Project of 2024)” represented by this Loan Agreement as described in **Section 4**, together with all other schedules, or exhibits made a part hereof by the parties hereto, together with any amendments to this Loan Agreement.

**“State”** means the State of California.

**“Subordinate Annual Debt Service”** means, for any Fiscal Year or twelve (12) calendar month period, the Subordinate Payments required to be made under all Subordinate Debt in such Fiscal Year or twelve (12) calendar month period.

**“Subordinate Debt”** means indebtedness or other obligations (including but not limited to loans, leases and installment sale agreements, bonds or contracts) hereafter issued or incurred in compliance with **Section 10** hereof and secured by a pledge of and lien on Gross Revenues subordinate to the pledge and lien securing the Loan Payments.

**“Subordinate Debt Service Coverage Requirement”** means for any Fiscal Year, or other period of time for which such calculation is made, that Net Revenues for such Fiscal Year, or other period of calculation, must be at least equal to one hundred one percent (101%) of Maximum Annual Debt Service for such period of calculation.

**“Subordinate Payments”** means all installment, lease or loan payments scheduled to be paid by the District under all respective agreements relating to the issuance of any Subordinate Debt.

**“Term”** means the time during which this Loan Agreement is in effect, as provided in **Section 6**.

**“Vendor”** means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Authority purchased or is purchasing the Equipment, as listed on **Exhibit A**.

**Section 2. Representations and Covenants of District.** District represents, warrants and covenants for the benefit of Authority as follows:

(a) The District is a fire protection district duly organized and existing under the constitution and laws of the State. District will do or cause to be done all things to preserve and keep in full force and effect its existence as a fire protection district.

(b) The District has the power and authority under applicable law to enter into the transactions contemplated by this Loan Agreement and has been duly authorized to execute and deliver this Loan Agreement and to carry out its obligations hereunder and thereunder. District has provided to Authority a full, true and correct copy of the Resolution specifically authorizing District to execute and deliver this Loan Agreement and all documents contemplated hereby and thereby. District has provided to Authority a full, true, and correct copy of an Incumbency Certificate in substantially the form attached as Exhibit E hereto relating to the authority of the officers who have executed and delivered this Loan Agreement and who will execute and deliver this Loan Agreement and all documents in connection herewith and therewith on behalf of District.

(c) This Loan Agreement constitutes the legal, valid and binding obligation of District enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(e) The District has complied with such public bidding requirements as may be applicable to this Loan Agreement and the acquisition by District of the Equipment hereunder.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting District, nor to the best knowledge of District is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Loan Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Loan Agreement or materially adversely affect the financial condition or properties of District.

(g) No consent or approval of any trustee or holder of any indebtedness of the District or of the voters of the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Loan Agreement or the consummation of any transaction herein and therein contemplated, except as have been obtained or made and as are in full force and effect.

(h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by District of this Loan Agreement or in connection with the carrying out by District of its obligations hereunder have been obtained.

(i) The entering into and performance of this Loan Agreement or any other document or agreement contemplated hereby to which District is or is to be a party will not violate any judgment, order, law or regulation applicable to District or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of District or the Equipment pursuant to any indenture, mortgage, lease, deed of trust, bank loan or credit agreement or other instrument to which District is a party or by which it or its assets may be bound, except as herein provided.

(j) With the exception of the pledge of the Gross Revenues under this Agreement and the Parity Debt Documents relating to the 2021 Financing Agreement and the 2022 Financing Agreement, neither the Gross Revenues nor the Net Revenues have otherwise been pledged and there are no other liens against the Gross Revenues or Net Revenues, senior to, or on parity with the Loan Payments.

(k) The Equipment described in this Loan Agreement is essential to the function of District or to the service District provides to its community. District has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by District only for the purpose of performing one or more of District's proprietary functions consistent with the permissible scope of District's authority.

(l) During the Term of this Loan Agreement, the District will notify the Authority or its designee, within 30 days, following the date of an event that (i) could cause a default on any obligation of the District, (ii) might reasonably be anticipated to cause a Material Adverse Effect, (iii) might reasonably be anticipated to result in Material Litigation, and (iv) could have a negative material impact on the financial condition of the District.

(m) Neither the payment of the Loan Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(n) The District will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Loan Payments from gross income for purposes of federal income taxation.

(o) The District will use the proceeds of this Loan Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Loan Agreement has been entered into. No part of the proceeds of this Loan Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Loan Agreement, would have caused any portion of this Loan Agreement to be or become “arbitrage bonds” within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(p) The District has never failed to pay payments coming due under any bond issue, loan agreement, lease agreement, installment purchase agreement or other indebtedness obligation of District.

(q) The useful life of the Equipment described on **Exhibit A** is not be less than 10 years.

(r) The application, written statements and credit or financial information submitted by District to Authority are true and correct and made to induce Authority to enter into this Loan Agreement, and District has experienced no material change in its financial condition since the date(s) of such information.

(s) The District has provided Authority with audited financial statements through June 30, 2021. District has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Loan Payments due under the Agreement since June 30, 2021.

(t) Any certificate, signed by any official of the District authorized to do so in connection with the transactions described in this Loan Agreement, shall be deemed a representation and warranty by the District to the Authority as to the statements made therein.

(u) The District will pay the excess (if any) of the actual costs of acquiring the Equipment over the corresponding amount contributed pursuant to this Loan Agreement.

(v) There has been no change in the assets, liabilities, financial position or results of operations of the District which might reasonably be anticipated to cause a Material Adverse Effect, and the District has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect.

(w) All information, reports and other papers and data furnished by the District to the Authority were, at the time the same were so furnished, to the best of the District’s knowledge, complete and accurate in all material respects. No fact is known to the District which has had or, to the best of the District’s knowledge, so far as the District can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the financial statements

previously furnished to the Authority or in other such information, reports, papers and data or otherwise disclosed in writing to the Authority prior to the Commencement Date. Any financial, budget and other projections furnished to the Authority by the District or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and as of the date of this representation, represent the District's best estimate of future financial performance of the District.

(x) Inasmuch as this Loan Agreement represents a negotiated transaction, the District understands, and hereby confirms, that the Authority is not acting as a fiduciary of the District, but rather is acting solely in its capacity as a conduit lender. The District acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the District and the Authority and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), (iii) the Bank and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Authority, or any affiliate of the Authority, has provided other services or advised, or is currently providing other services or advising the District on other matters), (iv) the Authority and its affiliates have financial and other interests that differ from those of the District, and (v) the District has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

(y) The District hereby designates this Loan Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by District and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. District and all subordinate entities thereof will not issue or enter into in excess of \$10,000,000 of tax-exempt obligations (including this Loan Agreement, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year, without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Authority that the designation of this Loan Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

**Section 3. Purchase of Equipment.** Authority hereby sells the Equipment to District, and District hereby purchases the Equipment from Authority on an installment purchase basis, in accordance with the provisions of this Loan Agreement.

**Section 4. Authorization, Designation and Application of Loan Proceeds.**

(a) This Loan Agreement and the Series 2024 Loan Obligations represented hereby is hereby authorized and approved, which Series 2024 Loan Obligations are hereby designated the "California Municipal Public Financing Authority (Arcata Fire Protection District), Series 2024 Loan Obligations (Equipment Acquisition Project of 2024)."

(b) The Series 2024 Loan Obligations shall be payable as to principal and interest in legal tender of the United States of America.

(c) The District hereby instructs the Authority to cause \$ \_\_\_\_\_ of the Loan Proceeds to be wire transferred to the payees set forth in the Requisition for Payment of Costs of Issuance, executed by an Authorized Representative of the District, in substantially the form attached hereto as **Exhibit K**, for the payment of Costs of Issuance on behalf of the District, and (b) to cause \$ \_\_\_\_\_ of the Loan Proceeds to be wire transferred directly to the Vendor in accordance with the Payment Instructions and Vendor Contract.

**Section 5. Term.** The Term of this Loan Agreement shall begin on the Commencement Date and shall continue until all Loan Payments and all other amounts required to be paid by District hereunder have been paid by the District, unless earlier terminated in a manner described in **Section 6**.

**Section 6. Termination.** This Loan Agreement will terminate upon the earliest of any of the following events:

(a) the exercise by District of the option to purchase the Equipment under the provisions of **Section 31** and payment of the Purchase Price and all amounts payable in connection therewith;

(b) a default by the District and the Authority's written election to terminate this Loan Agreement under **Section 36**; or

(c) the payment by District of all Loan Payments and all other amounts required to be paid by District hereunder.

**Section 7. Loan Payments and Terms.** District will pay Loan Payments from all legally available funds, in lawful money of the United States of America to Authority in the amounts and on the dates set forth on the Payment Schedule. The Series 2024 Loan Obligations shall bear interest at the Interest Rate of    % per annum (calculated on the basis of a 360-day year of twelve 30-day months) from the Commencement Date to each Loan Payment Date as such is set forth in Exhibit A hereto, as may be amended from time to time, including any prepayment thereof pursuant to Section 31 hereof. Any Loan Payment not received on or before its due date will bear interest at the rate of    % per annum until the date on which such Loan Payment is made.

In the event that it is determined that any of the interest components of Loan Payments may not be excluded from gross income for purposes of federal income taxation, District agrees to pay to Authority promptly after any such determination and on each Loan Payment Date thereafter an additional amount determined by Authority to compensate Authority for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

**Section 8. Additional Payments.** In addition to the Loan Payments required to be made by the District, the District shall also pay to the Authority, the Authority Issuance Fee and the initial Authority Annual Fee which fees shall be paid to the Authority by the District on the Commencement Date. Thereafter, the Authority Annual Fee shall be due and payable by the District in advance on February 1 of each year commencing with the first such date following the Commencement Date. The District's obligation to pay the Authority Issuance Fee and the Authority Annual Fee shall in no way limit amounts payable by the District to the Authority under this Loan Agreement, including for the enforcement thereof.

**Section 9. Pledge and Application of Gross Revenues; Flow of Funds.** The District hereby irrevocably pledges all of the Gross Revenues along with amounts on deposit in the General Fund to the punctual payment of the Loan Payments. The District agrees that, as long as any of the Series 2024 Loan Obligations remain outstanding, all of the Gross Revenues shall be deposited as soon as practicable upon receipt in the District's General Fund. This pledge shall constitute a first lien on the Gross Revenues for the payment of the Series 2024 Loan Obligations in accordance with the terms hereof, and is on a parity with the pledge, lien and security interest which secures Parity Debt, if any.

The District hereby covenants and agrees that all Gross Revenues, when and as received, will be received and held by the District in trust for the benefit of the Authority and owners of any Parity Debt, and will be disbursed, allocated and applied to pay when due the following amounts in the following order of priority:

(a) Interest. On each Loan Payment Date on which the interest component of the Series 2024 Loan Obligations and any outstanding Parity Debt is payable, all moneys in the General Fund shall be used and withdrawn by the District for the purpose of paying interest on the Series 2024 Loan Obligations and any outstanding Parity Debt as it shall become due and payable (including accrued interest on the Series 2024 Loan Obligations if purchased or redeemed prior to maturity pursuant to this Loan Agreement). In the event that the amounts on deposit in the General Fund on any Loan Payment Date are insufficient for any reason to pay the aggregate amount of interest then coming due and payable on the outstanding Series 2024 Loan Obligations and any outstanding Parity Debt, the District shall apply such amounts to the payment of interest on each of the outstanding Series 2024 Loan Obligations and Parity Debt on a pro rata basis.



(b) Principal. On each Loan Payment Date on which the principal component of the Series 2024 Loan Obligations and any outstanding Parity Debt is payable, all moneys in the General Fund shall be used and withdrawn by the District for the purpose of paying the principal of the Series 2024 Loan Obligations and any outstanding Parity Debt at the maturity date or upon redemption, as the case may be. In the event that the amounts on deposit in the General Fund on each Loan Payment Date on which the principal component of the Series 2024 Loan Obligations and any outstanding Parity Debt is payable are insufficient for any reason to pay the aggregate amount of principal then coming due and payable on the Series 2024 Loan Obligations and any outstanding Parity Debt, the District shall apply such amounts to the payment of principal on each of the Series 2024 Loan Obligations and any outstanding Parity Debt on a pro rata basis.

(c) To the trustee or appropriate fiduciary, the amount of any deficiency in any reserve fund established for any Parity Debt, the notice of which deficiency has been given to the District in accordance with the related Parity Debt Documents.

(d) Any other payments required to comply with the provisions of this Loan Agreement and any respective Parity Debt Documents.

(e) After the above disbursements have been satisfied, and so long as no Event of Default has occurred and is continuing, the District may use and apply moneys in the General Funds for (i) the payment of all Operation and Maintenance Costs of the District, (ii) the payment of any respective Subordinate Debt or any unsecured obligations, (iii) the acquisition and construction of improvements to the District, (iv) the prepayment of any other obligations of the District, or (v) any other lawful purposes of the District.

Payment of the Loan Payments and the principal of and interest on any Parity Debt shall be made without preference or priority. If the amount of Gross Revenues on deposit in the General Fund is any time insufficient to enable the District to pay when due the Loan Payments and the principal of and interest on any applicable Parity Debt, such payments will be made on a pro rata basis.

**Section 10. Parity Debt.** As set forth on the Payment Schedule, a portion of each Loan Payment is paid as, and represents payment of, interest.

(a) So long as the Series 2024 Loan Obligations are outstanding, the District shall not issue or incur any obligations payable from Gross Revenues or Net Revenues senior or superior to the payment of Debt Service on the Series 2024 Loan Obligations. The District may at any time issue Parity Debt payable from Gross Revenues on a parity with Debt Service on the Series 2024 Loan Obligations to provide financing or refinancing for the District in such principal amount as shall be determined by the District. The District may issue or incur any such Parity Debt subject to the following specific conditions, which are hereby made conditions precedent to the issuance and delivery of such Parity Debt:

(1) No Event of Default shall have occurred and be continuing;

(2) The District delivers to the Authority prior to such incurrence a written certificate of the District (i) certifying that the issuance or incurrence of such Parity Debt will not have any adverse effect on the tax-exempt status of any outstanding Parity Debt, if applicable, and (ii) demonstrating that the estimated Debt Service Coverage Requirement (calculated to include Additional Revenues but without taking into account any amounts transferred into the General Fund from the Rate Stabilization Fund pursuant to **Section 12(e)** hereof) for the most recent Fiscal Year or as shown by the books of the District for any other 12-month period selected by the District ending not more than 90 days prior to the date of issuance of such Parity Debt, was at least equal to the Debt Service Coverage Requirement for such period when adjusted to include approximate annual debt service for such proposed Parity Debt as if it had been outstanding during such period; and

(3) Except with respect to the Series 2024 Loan Obligations, and at the District's sole discretion, there may be established from the proceeds of such Parity Debt a reserve fund for the security of such Parity Debt.



The provisions of subsection (a)(2) of this Section shall not apply to any Parity Debt if, and to the extent that (i) all of the proceeds of such Parity Debt (other than proceeds applied to pay costs of issuing such Parity Debt and to make the reserve fund deposit required pursuant to subsection (a)(3) of this Section) shall be deposited in an irrevocable escrow held in cash or invested in Federal Securities for the purpose of paying the principal of and interest and premium (if any) on such outstanding Parity Debt, and (ii) at the time of the incurring of such Parity Debt, the District certifies in writing that maximum annual debt service on such Parity Debt will not exceed Maximum Annual Debt Service on the outstanding Parity Debt being refunded, and (iii) the final maturity of such Parity Debt is not later than the final maturity of the Parity Debt being refunded.

(b) In order to maintain the parity relationship of debt service payments on all Parity Debt permitted hereunder, the District covenants that all payments in the nature of principal and interest or reserve account replenishment with respect to any Parity Debt, will be structured to occur semi-annually on February 1 and August 1, in each year as such payments are due with respect to the Debt Service payments, and reserve account replenishment with respect to any Parity Debt will be structured to occur within one year, and to otherwise structure the terms of such Parity Debt to ensure that they are in all respects payable on a parity with the Debt Service payments on the Series 2024 Loan Obligations and all Parity Debt, and not prior thereto.

(c) The Parity Debt Document under which Parity Debt is issued shall require that:

(i) An Event of Default under this Financing Agreement shall constitute an event of default under such Parity Debt Document;

(ii) An event of default under such Parity Debt Document shall constitute an Event of Default under this Financing Agreement;

(iii) Prior to exercising any remedies in an event of default under such Parity Debt Document, the holders of such Parity Debt (or a trustee representing their interest) shall be required to cooperate with the Authority and vice versa;

(iv) Remedies upon an event of default shall be substantially the same as the remedies provided in this Loan Agreement, and, prior to exercising any such remedies, the holders of such Parity Debt (or a trustee or insurer representing their interest) shall be required to cooperate with the Authority to the end that the interests of such holders and the Authority shall be equally protected;

(v) Interest on such Parity Debt will be payable on February 1 and August 1 in each year of the term of such Parity Debt, and the principal of such Parity Debt will be payable annually on January 1 (or, alternatively, semiannually on February 1 and August 1) in any year in which principal is payable;

(vi) An opinion of Bond Counsel delivered to the Authority that the delivery of the Parity Debt has been duly authorized by the District in accordance with this Loan Agreement, and that the Parity Debt will be legally valid and binding limited obligations of the District; and

(vii) The District will deliver to the Authority a Certificate of the District certifying that the conditions precedent to the issuance of such Parity Debt set forth herein have been satisfied.

(d) Any collateral given or to be given to secure Parity Debt (with the exception of Equipment Leases) shall also secure the Series 2024 Loan Obligations on a pari passu basis.

(e) The District may at any time execute any Subordinate Obligations upon satisfaction of the conditions set forth in **Section 10(a)** above, but on a subordinate basis to the Loan Payments and any outstanding Parity Debt; and further provided that the District delivers to the Authority prior to such incurrence a written certificate of the District demonstrating that the estimated Debt Service Coverage Requirement for the most recent Fiscal Year or as shown by the books of the

District for any other 12-month period selected by the District ending not more than 90 days prior to the date of issuance of such Subordinate Debt, was at least equal to the Required Subordinate Debt Service Coverage Requirement (rather than the Debt Service Coverage Requirement that is otherwise required for the incurrence of Parity Debt) for such period when adjusted to include approximate annual debt service for such proposed Subordinate Debt as if it had been outstanding during such period.

**Section 11. Loan Payments to be Unconditional. The obligations of District to make Loan Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, recoupment, reduction, counterclaim, set-off or defense, for any reason, regardless of any disability of District to use the Equipment or any par thereof because of any reason including without limitation any failure of the Equipment to be delivered, any defects, loss, damage, obsolescence, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances.**

**Section 12. Rates, Fees, and Charges.**

(a) Covenant to Maintain Gross Revenues. The District shall at all times do and perform all acts and things permitted by law that are necessary to maintain in full force and effect its rights to receive revenues from its current sources of Gross Revenues and shall take no action that would result in the reduction of the amount of revenues from any such source. The District shall fix, prescribe, assess, revise and collect rates, assessments, fees and charges for District services and facilities during each Fiscal Year, which are at least sufficient, after making allowances for contingencies and error in the estimates, to yield Gross Revenues sufficient to pay 100% of the following amounts in the following order of priority:

- (i) the Loan Payments during such Fiscal Year;
- (ii) all Operation and Maintenance Costs estimated by the District to become due and payable in such Fiscal Year;
- (iii) all other payments required for compliance with this Loan Agreement and the instruments pursuant to which any Parity Debt shall have been issued; and
- (iv) all payments required to meet any other obligations of the District which are charges, liens, encumbrances upon or payable from the Gross Revenues.

(b) Covenant to Maintain Net Revenues. In addition, the District shall fix, prescribe, revise, assess and collect rates, assessments, fees and charges for District services and facilities during each Fiscal Year that are sufficient to yield Net Revenues which, when added to other funds transferred from the Rate Stabilization Fund, and which are lawfully available to the District for payment of the items listed in clauses (ii) and (iii) above during such Fiscal Year, will aggregate an amount at least equal to Debt Service Coverage Requirement in such Fiscal Year for the Loan Payments and any Parity Debt which has a lien on such Net Revenues.

(c) Transfers from Rate Stabilization Fund. For purposes of this **Section 12**, the amount of Net Revenues or Gross Revenues of the District for a Fiscal Year will include amounts transferred into the General Fund from the Rate Stabilization Fund during such Fiscal Year.

(d) Effect of Violation of Rate Covenants. If the District violates the covenants set forth in subsections (a) or (b) hereof, but otherwise makes its scheduled Loan Payments in a timely manner, such violation shall not, in and of itself, constitute an Event of Default under this Loan Agreement so long as within 180 days after the date such violation is discovered, the District either (a) transfers enough moneys from the Rate Stabilization Fund sufficient to yield estimated applicable Net Revenues which are at least equal to one hundred ten percent (110%) of the aggregate amount of Debt Service on the Series 2024 Loan Obligations and any Parity Debt payable from Net Revenues coming due and payable during such Fiscal Year in compliance with subsection (b) of this **Section 12**, or (b) hires an Independent Consultant to review the revenues and expenses of the District, and abides by such consultant's recommendations to revise the schedule of rates, assessments, fees, expenses and charges, and to revise any Operation and Maintenance Costs insofar as practicable, and to

take such other actions as are necessary so as to produce Net Revenues to cure such violation for future compliance; provided, however, that, if the District does not, or cannot, transfer from the Rate Stabilization Fund the amount necessary to comply with said subsection (a) or (b), as applicable, or otherwise cure such violation within two years after the date such violation is discovered, an Event of Default shall be deemed to have occurred under **Section 35** hereof, unless otherwise agreed to in writing by the Authority.

(e) **Rate Stabilization Fund.** The District has the right (but not the obligation) at any time to establish a separate fund to be known as the “Rate Stabilization Fund,” to be held and maintained by the District for the purpose of stabilizing the DSC Requirement. The District shall have the right to deposit into the Rate Stabilization Fund from time to time any amount of funds which are legally available, including but not limited to Revenues which are released from the pledge and lien which secures the Series 2024 Loan Obligations and any Parity Debt as the District may determine; provided that deposits for each Fiscal Year may be made until (but not after) one hundred eighty (180) days following the end of such Fiscal Year, unless otherwise agreed to by the Authority. Amounts on deposit in the Rate Stabilization Fund are not pledged to and do not secure the Series 2024 Loan Obligations or any Parity Debt. The District may at any time withdraw any or all amounts on deposit in the Rate Stabilization Fund and apply such amounts for any lawful purposes of the District.

For the purpose of computing the amount of Gross Revenues for any Fiscal Year for purposes of the preceding subsection (a), or the amount of Net Revenues for any Fiscal Year for purposes of the preceding subsection (b), the District shall be permitted to transfer amounts on deposit in the Rate Stabilization Fund to the General Fund, such transfers to be made until (but not after) one hundred eighty (180) days after the end of such Fiscal Year. In addition, the District shall be permitted to withdraw amounts on deposit in the Rate Stabilization Fund for any other lawful purpose.

**Section 13. Delivery and Acceptance of the Equipment.** District will order the Equipment, cause the Equipment to be delivered at the location(s) specified on **Exhibit A** and pay any and all delivery costs in connection therewith. When the Equipment has been delivered, District will immediately accept the Equipment and evidence said acceptance by executing and delivering to Authority an acceptance certificate in form and substance acceptable to Authority. After it has been delivered and accepted, the Equipment will not be primarily moved from the location(s) specified on **Exhibit A** without Authority’s consent, which consent will not be unreasonably withheld.

**Section 14. Enjoyment of Equipment.** Authority hereby covenants to provide District with quiet use and enjoyment of the Equipment during the Term, and District will peaceably and quietly have and hold and enjoy the Equipment during the Term, without suit, trouble or hindrance from Authority, except as otherwise expressly set forth in this Loan Agreement.

**Section 15. Right of Inspection.** Authority will have the right at all reasonable times during regular business hours upon reasonable notice to enter into and upon the property of District for the purpose of inspecting the Equipment.

**Section 16. Use of the Equipment.** District will not use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Loan Agreement. District will obtain all permits and licenses, if any, necessary for the operation of the Equipment. In addition, District agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that District may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Authority, adversely affect the interest of Authority in and to the Equipment or its interest or rights under this Loan Agreement.

**Section 17. Maintenance of Equipment.** District agrees that it will, at District’s own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Authority will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Authority, District will enter into a maintenance contract for the Equipment with Vendor.

**Section 18. Title to the Equipment.** During the Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in District, subject to the rights of Authority under this Loan Agreement; provided that title will

thereafter immediately and without any action by District vest in Authority, and District will immediately surrender possession of the Equipment to Authority upon (a) any termination of this Loan Agreement other than termination pursuant to **Section 6** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Authority pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. District will, nevertheless, execute and deliver any such instruments as Authority may request to evidence such transfer. District irrevocably designates, makes, constitutes and appoints Authority and its assignee as District's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Authority in its sole and absolute discretion may determine, in District's or Authority's or such assignee's name, to endorse the name of District upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Authority and transfer possession to Authority.

**Section 19. Security Interest.** To secure the performance of all of District's obligations under this Loan Agreement and to the extent permitted by law, Authority retains a security interest constituting a first priority and perfected lien and security interest on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. District agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, financing statements, landlord-tenant or mortgagee waivers, information necessary for fixture filings, notice and similar instruments, in form satisfactory to Authority, that Authority deems necessary or appropriate to establish and maintain its first priority and perfected security interest in the Equipment or for the confirmation or perfection of Authority's rights hereunder. District agrees that financing statements may be filed with respect to the security interest in the Equipment. District, at its expense will protect and defend District's rights in the Equipment and Authority's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances, and legal processes of District's creditors and other persons.

District agrees to either: (i) cause the original registration of such titled equipment or vehicles to list District as owner and Authority or its assignee as first priority lienholder with respect to the Equipment, or (ii), if the Equipment is titled in California, endorse the Certificate of Ownership showing Authority or its assignee as "legal owner" (as defined by Section 6301 of the California Vehicle Code). District agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, MSOs/Certificates of Origin, Title Applications, notices and similar instruments, in form satisfactory to Authority, that Authority deems necessary or appropriate to establish and maintain its security interest in the Equipment or for the confirmation or perfection of Authority's rights hereunder. During the Term, District shall either: (i) hold legal title to the Equipment as the owner, or (ii) for Equipment titled in California, be the "owner" (as defined in Section 460 of the California Vehicle Code) of the Equipment entitled to use and possession of the Equipment, subject to the rights of Authority hereunder, which is the first position lienholder and, with respect to Equipment titled in California, the "legal owner" (as defined in Section 370 of the California Vehicle Code) of the Equipment. If a Termination this Loan Agreement occurs due to Event of Default, all rights, title, and interests in the Equipment shall immediately vest in Authority or its assignee, as the case maybe, free and clear of any right, title or interest of District.

District will, at District's expense, take such action as shall be necessary from time to time to avoid suspension or revocation of any certificates of title and to renew and maintain all certificates of registration. If District is required to obtain any new certificate of title or of registration, District will, at District's expense and with written notice to Authority of such action, obtain such new certificate of title or of registration in the form described above. District will provide Authority with all licenses, registration and vehicle identification numbers relating to each vehicle and will arrange for the registration and titling of all such vehicles. District will notify Authority of any changes to the certificate of registration or license plate within 10 days of such change.

As further security therefor, District hereby agrees with respect thereto that Authority shall have all the rights and remedies of a secured party under applicable California law with respect to any and all Equipment hereunder.

**Section 20. Personal Property.** Authority and District agree that the Equipment is and will remain personal property notwithstanding the manner in which it may be attached or affixed to realty. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. District covenants

that, unless District owns the premises in which the Equipment is to be located and such premises are not subject to any mortgage or lease, at Authority's request, District shall provide Authority with a waiver from any landlord and/or mortgagee of the premises in which the Equipment is to be located of any rights that such landlord and/or mortgagee may have in respect of any Equipment.

**Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges.** District will keep the Equipment free and clear of all levies, liens, charges and encumbrances, except those created under this Loan Agreement, and to pay all charges, taxes and fees (including any recording or stamp fees or taxes) that may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment and shall give Authority immediate written notice of any of the foregoing. The parties to this Loan Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of District and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, District will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. District will pay all utility and other charges incurred in the use and maintenance of the Equipment. District will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, District will be obligated to pay only such installments that accrue during the Term hereof. If any of the same shall remain unpaid when due, Authority may pay same and add such payment to the rental payment next becoming due, as additional rent. District shall execute and deliver to Authority upon Authority's request such further instruments and documents containing such other assurances as the Authority deems necessary or advisable for the confirmation or perfection of Authority's rights hereunder or to otherwise effectuate the intent of this Loan Agreement.

**Section 22. Insurance.** At its own expense, District will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Authority in an amount not less than the greater of then applicable Purchase Price of the Equipment and the full replacement cost of the Equipment without consideration for depreciation, (b) liability insurance that protects Authority from liability in all events in form and amount satisfactory to Authority, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Authority's prior written consent, District may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses will be payable as hereinafter provided. District will furnish to Authority certificates evidencing such coverage throughout the Term hereof.

All such casualty and liability insurance will be with insurers that are acceptable to Authority and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Authority at least ten days in advance of such cancellation or modification. All such casualty insurance will name Authority, or its assignee, as the case may be, as a loss payee and additional insured. All such liability insurance will name Authority, or its assignee, as the case may be, as an additional insured.

All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Authority, and shall provide that losses, if any, shall be payable to Authority, or its assignee, as the case may be, as "loss payee," and all such liability insurance shall include Authority, or its assignee, as the case may be, as an "additional insured." District shall pay the premiums for such insurance and deliver to Authority a certification in the form of **Exhibit C-1** and satisfactory evidence of the insurance coverage required hereunder. District hereby irrevocably appoints Authority, or its assignee, as District's attorney-in-fact to make claim for, receive payments of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

**Section 23. Advances.** In the event District fails to maintain the insurance required by this Loan Agreement, pay taxes or charges required to be paid by it under this Loan Agreement or fails to keep the Equipment in good repair and operating condition, Authority may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums on the thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Authority will become additional purchase price for the Equipment. District agrees to pay such amounts with interest thereon from the date paid at the rate of 5.75% per annum or the maximum permitted by law, whichever is less.



**Section 24. Financial Information.** District shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. District shall have an annual audit of the financial condition of District made by an independent certified public accountant promptly following the end of each fiscal year. Such report shall include statements in reasonable detail, certified by such accountant, reflecting District's financial position as of the end of such fiscal year and the results of District's operations and changes in the financial position of its funds for the fiscal year. District shall furnish to Authority copies of such audit report immediately after it is accepted by District, but not later than two hundred and seventy (270) days after the end of the fiscal year. If the audit is publicly available on District's website or on the "EMMA" website maintained by the Municipal Securities Rulemaking Board, the requirement to provide the audit to Authority will be satisfied if District emails a link to the posted item to Authority within such 270-day period.

**Section 25. Release and Indemnification.** To the extent permitted by law, District will indemnify, protect and hold harmless Authority from and against any and all liability (including, without limitation, negligence, tort and strict liability), obligations, losses, expenses, proceedings, judgements, settlements, actions, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, reasonable counsel fees and reasonable expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Loan Agreement, (b) the ownership, possession, operation, control of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, maintenance, transportation, storage, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person, (e) any claims arising under federal, state or local environmental protection and hazardous substance clean up laws and regulations, (f) any claims of patent, trademark or copyright infringement or (g) the breach of any covenant herein or any material misrepresentation contained herein, and if District shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by District, including (without limitation) claims for injury or death of persons and for damage to property. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Loan Agreement or the Termination hereof for any reason. Notwithstanding the previous sentence, District shall not indemnify Authority, or its assignees, for any liabilities, losses and claims resulting from Authority's actual, proven, direct and proximate gross negligence or willful misconduct.

**Section 26. Risk of Loss.** District assumes, from and including the Commencement Date, and bears all risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during the Term and thereafter until redelivery to a location designated by Authority, and shall not be relieved of the obligation to pay Loan Payments or any other obligation hereunder because of any such occurrence. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve District of the obligation to make Loan Payments or to perform any other obligation under this Loan Agreement.

If (a) the Equipment or any portion thereof hereunder is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof hereunder is taken under the exercise of the power of eminent domain, District shall immediately notify Authority. District and Authority shall cause the net proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Authority's option, to (i) the prompt repair, restoration, modification or replacement of the Equipment so affected or (ii) the payment in full of the then applicable Concluding Payment. Any balance of net proceeds remaining after completion of such work or payment of such Concluding Payment shall be paid promptly to District. If the net proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Concluding Payment in full, District shall, at Authority's direction, either complete the work or pay the then applicable Concluding Payment in full and in either case pay any cost in excess of the amount of net proceeds, but only from legally available funds.

**Section 27. Damage, Destruction, Condemnation; Use of Proceeds.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of District or Authority in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under

governmental authority, District and Authority will cause the Net Proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Authority's option to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless District has exercised its option to purchase the Equipment pursuant to **Section 31**, then to the payment in full of the Concluding Payment. Any balance of the Net Proceeds remaining after such work has been completed will be paid to District.

**Section 28. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 27**, District will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Authority's interest in the Equipment pursuant to **Section 31**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by District. If District will make any payments pursuant to this Section, District will not be entitled to any reimbursement therefor from Authority nor will District be entitled to any diminution of the amounts payable under **Section 7**.

**Section 29. Disclaimer of Warranties.** **DISTRICT REPRESENTS THAT IT HAS SELECTED THE EQUIPMENT PRIOR TO HAVING REQUESTED AUTHORITY TO FINANCE THE SAME. AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY EQUIPMENT MATTER WHATSOEVER, INCLUDING (WITHOUT LIMITATION) THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, THE VALUE, DESIGN, CONDITION, CAPACITY, OPERATION, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL AUTHORITY BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LOAN AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR DISTRICT'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS LOAN AGREEMENT. AS BETWEEN DISTRICT AND AUTHORITY, DISTRICT PURCHASES AND ACQUIRES THE EQUIPMENT "AS IS" "WHERE IS" AND "WITH ALL FAULTS."**

Authority shall not be liable to District or any third party for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by any of the Equipment or the use or maintenance thereof or any defect therein, the failure of operation thereof or by any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. Authority makes no warranty as to the treatment of this Loan Agreement for tax or accounting purposes or as to the compliance of the Equipment with applicable government regulations or requirements. District has selected both the Equipment and the Vendor and acknowledges that Authority has not participated in any way in District's selection of the Equipment or the Vendor. Authority has no obligation to install, erect, test, adjust, service or maintain the Equipment.

**Section 30. Vendor's Warranties.** District may have rights under the contract evidencing the purchase of the Equipment; District is advised to contact the Vendor for a description of any such rights. District hereby assigns to Authority during the Term hereof all warranties running from Vendor to District. Authority hereby irrevocably appoints District its agent and attorney-in-fact during the Term, so long as District will not be in default hereunder, to assert from time-to-time whatever claims and rights (including without limitation warranties) related to the Equipment that Authority may have against the Vendor. District agrees to look solely to the Vendor for any claim arising from any defect, breach of warranty, failure or delay in delivery, mis-delivery or inability to use the Equipment for any reason whatsoever and District's obligations to Authority hereunder shall not in any manner be affected thereby, including (without limitation) District's obligations to pay Authority all Loan Payments and other amounts payable hereunder. District's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Authority. Any such matter will not have any effect whatsoever on the rights and obligations of Authority with respect to this Loan Agreement, including the right to receive full and timely payments hereunder. District expressly acknowledges that Authority makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.



**Section 31. Purchase Option; Prepayment.** District will have the option to purchase all, but not less than all of the Equipment, provided that no Event of Default has occurred and is continuing hereunder, and Authority's interest in all, but not less than all, of the Equipment will be transferred, conveyed and assigned to District, and this Loan Agreement shall terminate at the following times and upon the following terms:

(i) On the dates set forth on **Exhibit B**, respectively, upon payment in full of the Loan Payment and all other amounts then due hereunder with respect to the Equipment to be purchased, plus (A) the Purchase Price designated on **Exhibit B**, as applicable, for such purchase date if such purchase date is a Loan Payment Date or the Purchase Price for the immediately preceding Loan Payment Date if such purchase date is not a Loan Payment Date, and (B) if such date is not a Loan Payment Date, an amount equal to the portion of the interest component of the Loan Payment scheduled to come due on the following Loan Payment Date accrued from the immediately preceding Loan Payment Date to such purchase date, computed on the basis of a 360 day year of twelve 30 day months. Upon the application of such prepayment of the Equipment, as applicable, the Payment Schedule set forth on **Exhibit B** will be revised accordingly.

(ii) In the event of substantial damage to or destruction or condemnation (other than by District or any entity controlled by or otherwise affiliated with District) of substantially all of the Equipment, as applicable, on the day District specifies as the purchase date in District's notice to Authority of its exercise of the purchase option, upon payment in full of the Loan Payment and all other amounts then due hereunder with respect to the Equipment, as applicable, plus (A) the Purchase Price designated on **Exhibit B**, as applicable, for such purchase date if such purchase date is a Loan Payment Date or the Purchase Price for the immediately preceding Loan Payment Date if such purchase date is not a Loan Payment Date, and (B) if such date is not a Loan Payment Date, an amount equal to the portion of the interest component of the Loan Payment scheduled to come due on the following Loan Payment Date accrued from the immediately preceding Loan Payment Date to such purchase date, computed on the basis of a 360 day year of twelve 30 day months. If a Purchase Price is not listed for such date that District has designated as the purchase date, the Purchase Price for that date shall be calculated as the Loan Payment then due with respect to the Equipment, as applicable, plus 100% of the then outstanding principal balance with respect to that Equipment. Upon the application of such prepayment of the Equipment, as applicable, the Payment Schedule set forth on **Exhibit B** will be revised accordingly. Upon the exercise of the option to purchase, title to the vehicles comprising the Equipment, as applicable, will be vested in District, free and clear of any claim by or through Authority.

**Section 32. Determination of Fair Purchase Price.** District and Authority hereby agree and determine that the Loan Payments hereunder during the Term hereof represent the fair value of the use of the Equipment and that the amount required to exercise District's option to purchase the Equipment pursuant to **Section 31** represents the fair purchase price of the Equipment for each optional prepayment date set forth therein. District hereby determines that the Loan Payments do not exceed a reasonable amount so as to place District under a practical economic compulsion to pay the amounts set forth in this Loan Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, District and Authority have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by District, (c) the benefit to District by reason of the acquisition of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Loan Agreement, and (d) District's option to purchase the Equipment. District hereby determines and declares that the acquisition of the Equipment and the leasing of the Equipment pursuant to this Loan Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition of the Equipment were performed by District other than pursuant to this Loan Agreement. District hereby determines and declares that the Term does not exceed the useful life of the Equipment.

**Section 33. Assignment by Authority.** Authority's interest in, to and under this Loan Agreement and the Equipment may be assigned in whole, but not in part (except as participation interests, as described below), without the necessity of obtaining the consent of District; provided that any assignment will not be effective against District until (a) District has received written notice of the name and address of the assignee, (b) such assignee is (i) an affiliate of Authority or (ii) a bank, insurance company or other financial institution, or an affiliate thereof, and (c) District receives a letter of representation from such assignee with representations as to its status, its sophistication, its review of District's finances and that it is acquiring the rights, title and interest of this Loan Agreement for its own account and not with a present view to resell, in substantially the form attached hereto. Nothing herein shall limit the right of Authority or its assignees to sell or assign

participation interests in this Loan Agreement to one or more entities listed in the preceding clause (b). District will retain all such notices as a register of all assignees and will make all payments to the assignee designated in such register. District agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Authority or any assignee to protect its interest in the Equipment and in this Loan Agreement and agrees to the filing of financing statements with respect to the Equipment and this Loan Agreement. District will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right District may have against Authority.

**Section 34. Assignment and Subleasing by District.** None of District's right, title and interest in, to and under this Loan Agreement and the Equipment may be assigned or encumbered by District for any reason, except that District may sublease all or part of the Equipment if District obtains the prior written consent of Authority and an opinion of Bond Counsel that such subleasing will not adversely affect the exclusion of the interest components of the Loan Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Loan Agreement and the rights of Authority in, to and under this Loan Agreement and the Equipment.

**Section 35. Events of Default Defined.** Subject to the provisions of **Section 8**, any of the following will be "Events of Default" under this Loan Agreement:

(a) Failure by District to pay any Loan Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by District to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 35(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to District by Authority, unless Authority will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by District within the applicable period and diligently pursued until the default is corrected;

(c) Default by the District under any Parity Debt Documents.

(d) Any statement, representation or warranty made by District in or pursuant to this Loan Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(e) Any provision of this Loan Agreement will at any time for any reason cease to be valid and binding on District, or will be declared to be null and void, or the validity or enforceability thereof will be contested by District or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Authority, or District will deny that it has any further liability or obligation under this Loan Agreement;

(f) District will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of District, or of all or a substantial part of the assets of District, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against District in any bankruptcy, reorganization or insolvency proceeding; or

(g) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of District or of all or a substantial part of the assets of District, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

**Section 36. Remedies on Default.** Whenever any Event of Default exists, Authority will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to District, Authority may declare all Loan Payments and other amounts payable by District hereunder to the end of the Term to be due;

(b) With or without terminating this Loan Agreement, Authority may enter the premises where the Equipment is located and retake possession of the Equipment or require District at District's expense to promptly return any or all of the Equipment to the possession of Authority at a place specified by Authority, and sell or lease the Equipment or, for the account of District, sublease the Equipment, holding District liable for the difference between (i) the Loan Payments and other amounts payable by District hereunder plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Authority in exercising its remedies under this Loan Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of District's liability under this subparagraph (b) shall not exceed the Loan Payments and other amounts otherwise due hereunder plus the remaining Loan Payments and other amounts payable by District to the end of the Term; and

(c) Authority may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment and to collect the Loan Payments then due or thereafter to become due during the Term of this Loan Agreement, or enforce performance and observance of any obligation, agreement or covenant of the District under this Loan Agreement.

In addition, District will remain liable for all covenants and indemnities under this Loan Agreement and for all reasonable legal fees and other reasonable costs and expenses, including court costs, incurred by Authority with respect to the enforcement of any of the remedies listed above or any other remedy available to Authority.

**Section 36A. Application of Funds Upon Acceleration.** Upon the date of the declaration of acceleration as provided in Section 36, all Gross Revenues thereafter received by the District shall be applied in the following order:

First, to the payment, without preference or priority, and in the event of any insufficiency of such Gross Revenues ratably without any discrimination or preference, of the fees, costs and expenses of the Authority, if any, in carrying out the provisions of hereof, including reasonable compensation to their respective accountants and counsel; and

Second, to the payment of the entire unpaid aggregate Principal Components of the Loan Payments, and the unpaid principal amount of any other Parity Debt secured by Gross Revenues, and the accrued interest thereon, with interest on the overdue payments at the rate or rates of interest applicable to the Loan Payments and such other Parity Debt obligations if paid in accordance with their respective terms.

**Section 37. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Authority is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Authority to exercise any remedy reserved to it in this Loan Agreement it will not be necessary to give any notice, other than such notice as may be required in this Loan Agreement.

**Section 38. Tax Certifications.** District hereby represents as follows:

(a) The estimated total costs of the Equipment, together with any costs of entering into this Loan Agreement that are expected to be financed under this Loan Agreement, will not be less than the total principal portion of the Loan Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered, and the Vendor fully paid, within eighteen months of the Commencement Date.

(c) District has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Loan Payments, or (ii) that may be used solely to prevent a default in the payment of the Loan Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by District, either in whole or in major part, prior to the last maturity of the Loan Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

**Section 39. Notices.** All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Loan Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by District.

**Section 40. Binding Effect.** This Loan Agreement will inure to the benefit of and will be binding upon Authority and District and their respective successors and assigns.

**Section 41. Severability.** In the event any provision of this Loan Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

**Section 42. Entire Agreement.** This Loan Agreement constitutes the entire agreement between Authority and District.

**Section 43. Amendments.** This Loan Agreement may be amended, changed or modified in any manner by written agreement of Authority and District. Any waiver of any provision of this Loan Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

**Section 44. Series 2024 Loan Obligations Register.** The District will keep or cause to be kept, sufficient books for the registration and transfer of the Series 2024 Loan Obligations which shall be open at all reasonable times with reasonable prior notice during normal business hours of the District; and, upon presentation, the District shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the Series 2024 Loan Obligations.

**Section 45. No CUSIP Numbers; No Rating; No DTC; No Offering Document.** The Series 2024 Loan Obligations shall not bear CUSIP numbers, shall not be rated by any rating agency, shall not be held by The Depository Trust Company, and shall not be offered pursuant to any offering document.

**Section 46. Applicable Law.** This Loan Agreement will be governed by and construed in accordance with the laws of the State.

**Section 47. Electronic Transactions.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 48. Role of Authority.** Authority has not acted and will not act as a fiduciary for District or as District's agent or municipal advisor. Authority has not and will not provide financial, legal, tax, accounting or other advice to District or to any financial advisor or placement agent engaged by District with respect to this Loan Agreement. District, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting

and other advice with respect to this Loan Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

**Section 49. District's Notice Filings Related to this Loan Agreement for SEC Rule 15c2-12.** In connection with District's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by District on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Authority acknowledges that District may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice that District has incurred obligations under this Loan Agreement and notice of certain subsequent events reflecting financial difficulties in connection with this Loan Agreement. District agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about Authority or its affiliates: address and account information of Authority or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of Authority or its affiliates, or any account information for any related escrow agreement, unless otherwise required for compliance with the Rule or otherwise required by law. District acknowledges that Authority is not responsible for District's compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

**Section 50. Captions.** The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

**Section 51. Execution in Counterparts.** This Loan Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

*[Signature Page to Follow on Next Page]*

**IN WITNESS WHEREOF**, Authority and District have caused this Loan Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

**CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY**

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

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

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

**ARCATA FIRE PROTECTION DISTRICT**

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

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

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

**EXHIBIT A**

**SERIES 2024A INSTALLMENT LOAN PURCHASE AGREEMENT**

**EQUIPMENT SCHEDULE**

DESCRIPTION OF THE EQUIPMENT: One (1) Pierce Enforcer Type 1 Engine, as more particularly described in the Vendor Contract attached hereto as **Annex 1**.

EQUIPMENT LOCATION: Arcata Fire Protection District (the "District"), including the District's principal location at 2149 Central Ave., McKinleyville CA 95519.



ANNEX 1

**VENDOR CONTRACT**

**EXHIBIT B**

**SERIES 2024A INSTALLMENT LOAN PURCHASE AGREEMENT**

**PAYMENT SCHEDULE<sup>(1)(2)</sup>**

Original Principal Amount: \$ \_\_\_\_\_ .00

Interest Rate: \_\_\_\_ %

Commencement Date: April \_\_, 2024

Loan Payments will be made in accordance with Section 7 of the Loan Agreement and this Payment Schedule.

Loan Payment Date	Principal Portion	Interest Portion	PFA Fee	Total Debt Service <sup>(1)</sup>	Payoff Amount <sup>(2)</sup>	Payoff Penalty	Total Payoff
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Totals \_\_\_\_\_

<sup>(1)</sup> District's Loan Payments to Authority should be made from this **Exhibit B**.  
<sup>(2)</sup> District's option to purchase is subject to provisions of Section 31 of the Loan Agreement.

ARCATA FIRE PROTECTION DISTRICT

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

**EXHIBIT C**

**SERIES 2024A INSTALLMENT LOAN PURCHASE AGREEMENT**

**FORM OF CERTIFICATION OF INSURANCE COVERAGE**

**EXHIBIT D**

**ESSENTIAL USE CERTIFICATE**

California Municipal Public Financing Authority, and its successors and/or assigns  
20 South Santa Cruz Ave. Suite 300  
Los Gatos, CA 95030

Re: Series 2024A Installment Loan Purchase Agreement (the “Loan Agreement”), dated as of April 1, 2024, by and between the California Municipal Public Financing Authority (the “Authority”) and the Arcata Fire Protection District (the “District”)

I, Justin McDonald, the Fire Chief for District, am qualified to answer the questions set forth below regarding the Equipment to be acquired by District in connection with the above-referenced Loan Agreement:

1. *What is the specific use of the Equipment?*
  
2. *What increased capabilities will the Equipment provide?*
  
3. *Why is the Equipment essential to your ability to deliver governmental services?*
  
4. *Does the Equipment replace existing equipment? (If so, please explain why you are replacing the existing equipment)*
  
5. *For how many years do you expect to utilize the Equipment?*

Very truly yours,

ARCATA FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
Name: Justin McDonald  
Title: Fire Chief

**EXHIBIT E**

**INCUMBENCY CERTIFICATE**

I, Justin McDonald, do hereby certify that I am the Fire Chief for Arcata Fire Protection District (the “District”), which is a fire protection district within the State of California, and operates under a Council-Manager form of government, and that I have custody of the records of such entity.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the District holding the offices set forth opposite their respective names. I further certify that:

- (i) The signatures set opposite their respective names and titles are their true and authentic signatures, and
- (ii) Such officers have the authority on behalf of such entity to:
  - a. Enter into that certain Series 2024A Installment Loan Purchase Agreement (the “Loan Agreement”), dated as of April 1, 2024, by and between the California Municipal Public Financing Authority and the District, and incorporated herein by reference (the “Loan Agreement”), and
  - b. Execute this Certificate and all other certificate, documents, and agreements relating to the Loan Agreement.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Justin McDonald	Fire Chief	_____
_____	President	_____
Beck Schuette	Secretary	_____

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the Arcata Fire Protection District in the State of California.

April \_\_, 2024

\_\_\_\_\_  
Justin McDonald, Fire Chief

**EXHIBIT F**

**OPINION OF DISTRICT'S COUNSEL**

[Letterhead of District's General Counsel]

April \_\_, 2024

California Municipal Public Financing Authority  
20 S. Santa Cruz Avenue, Suite 300  
Los Gatos, CA 95030

Bank  
ADDRESS

Re: \$ \_\_\_\_\_ .00  
**Series 2024A Installment Loan Purchase Agreement**

Ladies and Gentlemen:

We have acted as counsel to the Arcata Fire Protection District (the "District") in connection with the Series 2024A Installment Loan Purchase Agreement, dated as of April 1, 2024, by and between the California Municipal Public Financing Authority (the "Authority") and the District (the "Loan Agreement"), and the proceedings taken by the Governing Body of the District to authorize on behalf of the District the execution and delivery of the Loan Agreement. Capitalized terms not otherwise defined herein will have the meanings set forth in the Loan Agreement. Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. The District is a political subdivision duly organized and existing under the laws of the State of California, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and/or (c) police power.

2. The Resolution (the "Resolution") authorizing the execution and delivery of the Loan Agreement was adopted by the Governing Body of the District at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings, with all public notice required by law and at which a quorum was present and acting throughout, and which is in full force and effect, and, has not been amended, modified, or supplemented.

3. The District has the requisite power and authority to purchase the Equipment and to execute and deliver the Loan Agreement and to perform its obligations thereunder.

4. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery, or performance by the District of the Loan Agreement or in any way to contest the validity of the Loan Agreement, to contest or question the creation or existence of the District or the Governing Body of the District or the authority or ability of the District to execute or deliver the Loan Agreement or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the District from annually paying the Loan Payments or other amounts contemplated by the Loan Agreement. The entering into and performance of the Loan Agreement do not and will not violate any judgment, order, law, or regulation applicable to the District or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the District or on the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the District is a party or by which it or its assets may be bound.

5. The District has complied with any applicable public bidding requirements in connection with the Loan Agreement and the transactions contemplated thereby.

6. The Loan Agreement has been duly authorized, executed, and delivered by the District. Assuming due authorization, execution and delivery thereof by Authority, the Loan Agreement constitutes the legal, valid, and binding obligations of the District, enforceable against the District in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

7. The Equipment to be purchased pursuant to the Loan Agreement constitutes personal property and, when subjected to use by the District, will not be a fixture under applicable law.

This opinion may be relied upon by purchasers and assignees of Authority's interests in the Loan Agreement.

Respectfully submitted,

Firm Name



## EXHIBIT G

### POST-ISSUANCE TAX COMPLIANCE PROCEDURES CERTIFICATE

Dated: April \_\_, 2024

The following Post-Issuance Tax Compliance Procedures Certificate (the "Certificate") is delivered in connection with the execution and delivery of the Series 2024A Installment Loan Purchase Agreement (the "Loan Agreement"), dated as of April 1, 2024, by and between the California Municipal Public Financing Authority (the "Authority") and the Arcata Fire Protection District (the "District"). Capitalized terms used herein have the meanings defined in the Loan Agreement.

#### **Section 1. In General.**

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of District as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Authority and sold to District pursuant to and in accordance with the Equipment Schedule (the "Equipment Schedule") executed under the Loan Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, the Authority shall apply \$ \_\_\_\_\_ (the "Principal Amount") toward the acquisition of the Equipment and closing costs, and District shall make Loan Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of District is an Authorized Representative (as defined in the Loan Agreement) of District delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of District adopted with respect to the Financing Documents, a copy of which has been delivered to Authority.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of District, which Equipment is described in the Equipment Schedule.

1.4. District will timely file or cause to be filed, a Form 8038-G with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. The Loan Agreement is a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

#### **Section 2. Non-Arbitrage Certifications.**

2.1. The Loan Payments due under the Financing Documents will be made with monies retained in District's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Loan Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of District that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. District does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by District to acquire investments which produce a yield materially higher than the yield realized by Authority from Loan Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. District does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

**Section 3. Disbursement of Funds; Reimbursement to District.**

3.1 It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof or for any financial advisory or closing costs, provided that, if applicable, a portion of the principal amount may be paid to District as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2 District shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) District adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the “Declaration of Official Intent”), wherein District expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before District adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) District will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

**Section 4. Use and Investment of Funds; Temporary Period.**

4.1. District has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within District’s control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

4.3(a) District covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Loan Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. District reasonably expects to cause the Equipment to be acquired by April 1, 2023, but not later than April , 2024.

(b) District will provide evidence to Authority that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment

in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.

(c) District hereby covenants that (i) District is a governmental unit with general tax powers; (ii) the Loan Agreement is not a “private activity bond” under Section 141 of the Code; and (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of District.

**Section 5. No Private Use; No Consumer Loan.**

5.1. District will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, District will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

5.2. In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the “Excess Private Use Portion”) will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related.

5.3. For purposes of paragraph 5.2 above, “Private Business Use” means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

5.4. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than District.

**Section 6. No Federal Guarantee.**

6.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

6.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

**Section 7. Miscellaneous.**

7.1. District shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Authority or its assignee agrees to act as District’s agent for such purpose.

7.2. District shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

7.3. To the best of the undersigned’s knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

7.4. The District's Tax Identification Number is: =====

7.5. The District has adopted, or will adopt in a reasonable period post-closing, by resolution, separate written procedures regarding ongoing compliance with federal tax requirements necessary to keep, ensure and maintain the interest portions of the Loan Payments under the Loan Agreement as excluded from Authority's gross income for federal income tax purposes, and will, on an annual basis, conduct an audit of the Loan Agreement to ensure compliance with such procedures

**IN WITNESS WHEREOF**, this Post-Issuance Tax Compliance Procedures Certificate has been executed on behalf of District as of April \_\_, 2024.

ARCATA FIRE PROTECTION DISTRICT

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

**EXHIBIT H**

**BANK QUALIFIED CERTIFICATE**

The Arcata Fire Protection Districts (the “District”) under that certain Series 2024A Installment Loan Purchase Agreement (the “Loan Agreement”), dated as of April 1, 2024, by and between the California Municipal Public Financing Authority (the “Authority”) and the Arcata Fire Protection District (the “District”), hereby designates the Loan Agreement as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The District hereby represents that the District reasonably anticipates that the District and other entities that the District controls will not issue tax-exempt obligations (including the Loan Agreement) the aggregate principal amount of which exceed \$10,000,000 during the calendar year in which the Loan Agreement is executed and delivered and interest commences to accrue thereunder.

This Certificate designating the Loan Agreement as a “qualified tax-exempt obligation” is attached to and made a part of the Loan Agreement and inures to the benefit of the parties to the Loan Agreement and their successors and/or assigns.

EXECUTED as of this \_\_th day of April, 2024.

ARCATA FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
Justin McDonald, Fire Chief

**EXHIBIT I**

**DISTRICT'S CLOSING CERTIFICATE**

Re: Series 2024A Installment Loan Purchase Agreement (the "Loan Agreement"), dated as of April 1, 2024, by and between the California Municipal Public Financing Authority (the "Authority") and the Arcata Fire Protection District (the "District") (the "Loan Agreement")

I, the undersigned, the duly appointed, qualified and acting Fire Chief of the above-captioned District do hereby certify as follows:

(1) District did, at a meeting of the governing body of District March 12, 2024, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Loan Agreement and Assignment Agreement on its behalf by the following named representative of District:

Justin McDonald	Fire Chief	
Printed Name	Title	Signature

***[This signature line to be signed by person who executed the Loan Agreement on behalf of District.]***

(2) The above-named representative of District held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his is the true and correct specimen of his genuine signature.

(3) At the meeting described in (1) above, the representative of District named in (1) above and the officers or employees of District from time to time holding the offices or titles set forth below were designated as authorized representatives of District for the Loan Agreement and Assignment Agreement (any of them acting alone), and each of the persons listed below is the current holder of the office or title indicated and the signature set forth opposite name of each of them is the true and correct specimen of his or her genuine signature:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(4) The meeting of the governing body of District at which the Loan Agreement was approved and authorized to be executed was duly called, regularly convened and attended by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Loan Agreement and authorizing the execution thereof has not been altered or rescinded. *Attached hereto* is a true and correct copy of the resolution constituting such official action.

(5) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Loan Agreement) exists at the date hereof.

(6) All insurance required in accordance with the Loan Agreement is currently maintained by District.

(7) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal against District that, if adversely determined, would adversely affect the transactions contemplated by the Loan Agreement or the interest or its assigns, as the case may be, in the Equipment.

(8) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of District within the preceding four years.

(9) The correct billing address for Loan Payments is as follows:

Arcata Fire Protection District  
2149 Central Ave.  
McKinleyville, CA 95519  
Attention: Fire Chief

Dated: April \_\_, 2024.

By: \_\_\_\_\_  
Justin McDonald, Fire Chief



**ATTACHMENT TO  
DISTRICT'S CLOSING CERTIFICATE**

**COPY OF AUTHORIZATION RESOLUTION  
(per Section 4)**

*(Please provide signed copy of authorizing resolution)*

## EXHIBIT J

### IRS FORM 8038-G QUESTIONNAIRE

Name of District: Arcata Fire Protection District  
Address of District: 2149 Central Ave., McKinleyville, Ca 95519  
Contact Person: Justin McDonald  
Telephone number: (707)825-2000  
Email address:  
District's FEIN: =====

#### GENERAL

*The Form 8038-G (the form used by Districts to report the issuance of a tax-exempt obligation) asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the Form 8038-G asks Districts to report whether any proceeds will be used to reimburse the District for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G upon execution and delivery of the Lease.*

*At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. Further information is available at <http://www.gilmorebell.com> under the "Resources" header. If you have any questions, please consult your regular bond or legal counsel.*

#### **Part 1 – Written Tax Compliance Procedures**

*Note: If either of these questions is not answered, we will assume the District has not adopted the described procedures.*

1. Has the District established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within District's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

Yes \_\_\_ No \_\_\_ If Yes, please attach a copy.

2. Has the District established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

Yes \_\_\_ No \_\_\_ If Yes, please attach a copy.

#### **Part 2 – Use of the Equipment**

1. **Leases.** Are there or are there expected to be any leases, either short-term or long-term) that provide a Non-Qualified User (i.e., a private company, 501(c)(3) corporation, the federal government or any agency of the federal government) with legal rights to use, benefit from, or otherwise lease any portion of the Equipment?

Yes \_\_\_ No \_\_\_

If your response is "Yes" to the question above, please include a copy of each lease or use agreement or information about the proposed lease.

2. **Management and Service Agreements.** Are there or are there expected to be any agreements with Non-Qualified Users to provide management functions or any other services with the Equipment?

Yes \_\_\_ No \_\_\_

If your response is “Yes” to the question above, please include a copy of each management or service agreement or information about the proposed agreement.

**Part 3 – Reimbursement of Prior Expenditures**

1. As of the funding date, were any of the proceeds of the Lease used to reimburse District for expenditures paid to acquire the financed assets prior to the funding date of the Lease? **Yes \_\_\_ No \_\_\_** *If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).*

**Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.**

2. Please attach a copy of District’s resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to District? \$ \_\_\_\_\_

Date: April \_\_, 2024.

**ARCATA FIRE PROTECTION DISTRICT**

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

**EXHIBIT K**

§ \_\_\_\_\_  
**CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY  
(ARCATA FIRE PROTECTION DISTRICT)  
SERIES 2024 LOAN OBLIGATIONS  
(EQUIPMENT ACQUISITION PROJECT OF 2024)**

**REQUISITION NO. 1  
FOR DISBURSEMENT FROM COSTS OF ISSUANCE ACCOUNT**

The undersigned, as Fire Chief of the Arcata Fire Protection District (the “District”), in connection with the execution and delivery of the above-captioned \$ \_\_\_\_\_ aggregate principal amount of the Arcata Fire Protection District, Series 2024 Loan Obligations (Equipment Acquisition Project of 2024) (the “Obligations”), approved pursuant to Resolution No. 24-\_\_ (the “Resolution”), adopted by the Board of Directors of the District on March 12, 2024, and executed and delivered pursuant to a Series 2024A Installment Loan Purchase Agreement (the “Loan Agreement”), dated as of April 1, 2024, by and between the California Municipal Public Financing Authority (the “Authority”) and the District (the “Loan Agreement”), do hereby certify that:

(i) the undersigned is a duly Authorized Representative (as defined in the Resolution and Loan Agreement) with authority to act on behalf of the District as necessary in connection with execution and delivery of the Obligations, and as such, is authorized to disburse money for the payment of Costs of Issuance (the “Costs of Issuance”), which moneys have been set aside by Authority for the purpose of paying the Costs of Issuance (the “Costs of Issuance Funds”);

(ii) the Authority is hereby instructed to pay to the parties listed on Exhibit A hereafter the sum listed opposite such parties names as a payment for the items listed and the expenses incidental thereto from the Costs of Issuance Funds. These costs have been properly incurred, are each a proper charge under the Loan Agreement and have not been the basis of any previous disbursements; and

(iii) all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in Exhibit A attached hereto or in invoices submitted in accordance herewith, and the Authority may rely on such payment instructions as though given by the District with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein.

Dated: April \_\_, 2024

ARCATA FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
Justin McDonald, Fire Chief

**EXHIBIT A**

**REQUEST NO. 1  
COSTS OF ISSUANCE DISBURSEMENTS**

<b><u>Payee Name and Address</u></b>	<b><u>Purpose of Obligations</u></b>	<b><u>Amount</u></b>
California Municipal Public Financing Authority 20 S. Santa Cruz Ave., Suite 300 Los Gatos, CA 95030	Issuance Fees	\$ _____
Arcata Fire Protection District 2149 Central Ave. McKinleyville, CA 95519	District Admin Fees*	\$ _____

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\* [detail other fees, if any]

\$ \_\_\_\_\_  
**CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY**  
**(ARCATA FIRE PROTECTION DISTRICT)**  
**SERIES 2024 LOAN OBLIGATIONS**  
**(EQUIPMENT ACQUISITION PROJECT OF 2024)**

**IRREVOCABLE PAYMENT INSTRUCTIONS**

These IRREVOCABLE PAYMENT INSTRUCTIONS (the “Instructions”) are dated as of April 1, 2024, and are given to California Municipal Public Financing Authority (the “Authority”) and its assignee \_\_\_\_\_, a banking corporation (the “Bank”), by the Arcata Fire Protection District, a fire protection district, duly organized and validly existing under the laws of the State of California (the “District”);

**W I T N E S S E T H:**

**WHEREAS**, the District desires to work with the Authority, for the purpose of, among other things, procuring financing of the District’s purchase of a new fire truck (the “Project”);

**WHEREAS**, the District has entered into a contract for the purchase of a new Pierce Manufacturing, Inc. Enforcer Type 1 Engine, from Golden State Fire Apparatus, Inc. (the “Vendor”), for the total purchase price of \$ \_\_\_\_\_ (the “Vendor Contract”); and

**WHEREAS**, to finance the Project, the Board of Directors of the District (the “Board”) on March 12, 2024 adopted Resolution No. 24-\_\_\_\_, pursuant to which the District authorized and directed the execution and delivery of its California Municipal Public Financing Authority (Arcata Fire Protection District) Series 2024 Loan Obligations (Equipment Acquisition Project of 2024), (the “Series 2024 Loan Obligations”); and

**WHEREAS**, the Series 2024 Loan Obligations, in the amount of \$ \_\_\_\_\_ (the “Obligation Proceeds”), are being purchased by the Authority, in immediately available funds on April \_\_, 2024 (the “Closing Date”) pursuant to an Installment Loan Agreement, dated as of April 1, 2024, by and between the Authority and the District (the “Installment Loan Agreement”); and

**WHEREAS**, capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Installment Loan Agreement; and

**WHEREAS**, on the Closing Date a portion of the Obligation Proceeds in the amount of \$ \_\_\_\_\_ will be transferred by the Authority directly to Vendor (the “Designated Proceeds”); and

**WHEREAS**, the District has full legal right, power, and authority to enter into and perform its duties under these Instructions; and

**WHEREAS**, the Bank acknowledges that these Instructions constitute irrevocable instructions by the District to apply the Designated Proceeds as set forth herein.

**NOW, THEREFORE**, in consideration of the above the District agrees as follows:

**Section 1. Transfer and Application to Vendor.**

The Authority is hereby irrevocably instructed to wire the Designated Proceeds in the amount of \$ \_\_\_\_\_ directly to Vendor **on or before the morning of April \_\_, 2024**, in accordance with the instruction set forth in Exhibit A, which are summarized as follows:

WIRE INSTRUCTIONS:

Bank

Account Name:

Bank Routing:

Bank Account Number:

Upon release of the wire, the District shall send an email to the Vendor contact, Jon Bauer at [jbauer@goldenstatefire.com](mailto:jbauer@goldenstatefire.com) notifying Vendor that the payment of \$ \_\_\_\_\_ has been wired in accordance with the Vendor Contract.

The District acknowledges that it has no right, title or interest in or to the Designated Proceeds paid to Vendor, except as set forth herein. Under no circumstances shall the Designated Proceeds be paid or delivered to or for the order of the District, except as set forth herein. The District hereby waives any rights that it may have to give alternative instructions as to the Designated Proceeds.

**Section 4. Termination; Unclaimed Money.** These Instructions shall terminate when the Designated Proceeds have been transferred and received by the Vendor, as provided herein.

**Section 5. Liabilities and Obligations of Bank.**

The Authority shall have no obligation to make any payment or disbursement of any type except from the Designated Proceeds, or from such other funds that the District may hereafter deposit, in strict accordance with these Instructions. The Authority shall have no obligation to incur any financial liability in the performance of its duties under these Instructions, and the Authority may rely and shall be fully protected in acting upon the written instructions of the District or its agents relating to any matter or action as Authority under these Instructions.

The Authority shall have only such duties as are expressly set forth herein and no implied duties shall be read into these Instructions against the Authority. The Authority shall not be liable for any act or omission of the District under these Instructions. The Authority shall not be liable for the accuracy of any calculations as to the sufficiency of moneys deposited with it with respect to the Designated Proceeds.

The Authority shall have no liability or obligation to the Vendor or any other person or entity with respect to the payment for the Project or with respect to the observance or performance by the District of the other conditions, covenants and terms contained in the Vendor Contract, or with respect to the investment of any moneys in any fund or account established, held or maintained by the District.

The Authority may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on any certificate or opinion furnished to it in accordance with these Instructions.



**Section 6. Governing Law.** These Instructions shall be governed by and construed in accordance with the laws of the State of California.

**Section 7. Notices.** Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, addressed to each party at its address below:

If to the District:           Arcata Fire Protection District  
  2149 Central Ave.  
  McKinleyville, CA 95519  
  Attention: Justin McDonald, Fire Chief

If to the Authority:       California Municipal Public Financing Authority  
  20 S. Santa Cruz Ave. Suite 300  
  Los Gatos, CA 95030

If to the Bank:

**Section 8. Counterparts.** These Instructions may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Instructions.

*[Signature Page to Follow on Next Page]*

IN WITNESS WHEREOF, the District has each executed these Irrevocable Payment Instructions as of the date first above written.

ARCATA FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
Justin McDonald, Fire Chief

Acknowledged and Agreed:

CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY

By: \_\_\_\_\_  
Authorized Officer

Acknowledged and Agreed:

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**  
**VENDOR CONTRACT**

[Attached]



## Resolution Number: 24-301

**A RESOLUTION OF THE ARCATA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS OF THE ARCATA FIRE PROTECTION DISTRICT APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN FINANCING DOCUMENTS FOR THE PURPOSE OF PURCHASING A NEW PIERCE ENFORCER TYPE 1 ENGINE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO**

**WHEREAS**, the Arcata Fire Protection District (the “District”) is a fire protection district duly organized and existing under and pursuant to the laws of the State of California; and

**WHEREAS**, the District desires to work with the California Municipal Public Financing Authority, a nonprofit entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”), for the purpose of, among other things, procuring financing for the District’s purchase of a new Pierce Enforcer Type 1 Engine, all as more particularly described in **Exhibit A** to the hereinafter described Loan Agreement (the “Project”); and

**WHEREAS**, the Authority was formed pursuant to a joint exercise of powers agreement, dated as of June 24, 2020 (the “JPA Agreement”) and Article I (commencing with Section 6500) of Chapter 5 or Division 7 of Title I of the Government Code of the State of California for the purpose of, among other things, assisting California government agencies with the issuance of non-recourse debt, which may include bonds, loans, certificates of participation, notes, leases, installment sale or other evidences of indebtedness, and to otherwise undertake financing programs under the applicable provisions of the laws of the State of California to accomplish its public purposes; and

**WHEREAS**, to facilitate the financing of the Project the Authority proposed a cost-effective installment sale financing arrangement pursuant to the terms and conditions set forth in a Series 2024A Installment Loan Purchase Agreement, dated as of April 1, 2024, by and between the Authority and the District (the “Loan Agreement”), the proceeds of which will be administered pursuant to certain Irrevocable Payment Instructions, dated as of April 1, 2024, by and between the Authority, the District and the assignee of the financing arrangement (the “Irrevocable Payment Instructions”); and

**WHEREAS**, the Board of Directors (the “Board”), after due investigation and deliberation, has determined that it is in the public interests of the District at this time to undertake tax-exempt municipal financing for the purchase of the new Pierce Enforcer Type 1 Engine in accordance with the Loan Agreement (the “Financing”); and

**WHEREAS**, the Board, with the aid of its staff, has reviewed the form of the Loan Agreement and Instructions, the forms of which are on file with the Secretary to the

Board, and the Board wishes at this time to approve the foregoing documents as being within the public interests of the District; and

**WHEREAS**, pursuant to Government Code Section 5852.1, certain good faith information relating to the Financing is set forth herein and made public; and

**WHEREAS**, the Board desires to designate the Loan Agreement as a “Qualified Tax-Exempt Obligation;” for purposes of Paragraph (3) of Section 265(b) of the Internal Revenue Code of 1986, as amended (the “Code”); and

**WHEREAS**, the Board wishes at this time to authorize all proceedings relating to the Financing as well as the execution and delivery of the Loan Agreement and all other agreements and documents relating thereto; and

**WHEREAS**, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Directors of the Arcata Fire Protection District that:

**Section 1. Recitals.** The Board hereby specifically finds and declares that each of the statements, findings and determinations of the District set forth in the recitals set forth above are true and correct.

**Section 2. Authorized Representatives.** The President, Fire Chief, Board Clerk/Secretary and any other person authorized by the Fire Chief to act on behalf of the District shall each be an “Authorized Representative” of the District for the purposes of structuring and providing for the execution and delivery of the Loan Agreement, and are hereby authorized, jointly and severally, for and in the name of and on behalf of the District, to execute and deliver any and all documents and certificates that may be required to be executed in connection with the issuance, sale and delivery of the Loan Agreement (including, but not limited to, the documents referenced in this Resolution, and any other documentation required or necessary in connection therewith, which are sometimes hereafter referred as the “Financing Documents”), and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Board has approved in this Resolution and said Financing Documents.

**Section 3. Significant Public Benefits.** The Board hereby finds and determines that the execution of the Loan Agreement is expected to result in significant public benefits to the District and its ratepayers.

**Section 4. Approval of Loan Agreement.** The Board hereby authorizes and approves the Loan Agreement in substantially the form on file with the Secretary together with any additions thereto or changes therein (including, but not limited to, the final aggregate principal amount of the Financing and the corresponding final debt service payment schedule) deemed necessary or advisable by an Authorized Representative of the District. Each Authorized Representative, acting singly, is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Loan Agreement in substantially said form, with such changes therein as the Authorized Representative executing the same may approve (such approval to be conclusively evidenced by such Authorized Representative's execution and delivery thereof). The Board hereby authorizes the delivery and performance of the Loan Agreement.

**Section 5. Approval Irrevocable Payment Instructions.** The Board hereby authorizes and approves the Irrevocable Payment Instructions in substantially the form on file with the Secretary together with any additions thereto or changes therein deemed necessary or advisable by an Authorized Representative of the District. Each Authorized Representative, acting singly, is hereby authorized and directed, for and in the name and on behalf of the District, to execute the final form of the Irrevocable Payment Instructions for and in the name and on behalf of the District, and the execution thereof shall be conclusive evidence of the Board's approval of any such additions and changes. The Board hereby authorizes the delivery and performance of the Irrevocable Payment Instructions.

**Section 6. Good Faith Estimates.** Set forth below are good faith estimates of the Municipal Advisor, as required under Section 5852.1 of the Government Code. The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by this resolution.

(a) The true interest cost of the Financing is estimated at \_\_\_\_\_%, calculated as provided in Section 5852.1(a)(1)(A) of the Government Code.

(b) The finance charge of the Financing, including all fees and charges paid to third parties, is estimated at \$\_\_\_\_\_.

(c) Proceeds of the Financing received by the District of \$\_\_\_\_\_, less the finance charge set forth in (b) above, is equal to \$\_\_\_\_\_.

(d) The total payment amount (principal and interest) calculated as provided in Section 5852.1(a)(1)(D) of the Government Code is estimated at \$\_\_\_\_\_.

**Section 7. Qualified Tax-Exempt Obligation.** The Board hereby designates the Loan Agreement for purposes of Paragraph (3) of Section 265(b) of the Code as a "Qualified Tax-Exempt Obligation" and covenants that the Loan Agreement does not constitute a private activity bond as defined in Section 141 of the Code and that the aggregate face amount of all tax-exempt obligations issued by the District (including all subordinate entities of the District and all entities which may issue obligations on behalf of the District) during the calendar year 2024 is not reasonably expected to

exceed \$10,000,000, excluding, however, private activity bonds, as defined in Section 141 of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code) and current refunding obligations having a principal amount not in excess of the refunded obligation.

**Section 8. Confirmation and Direction to Proceed with the Financing.** All actions heretofore taken by the officers and agents of the District with respect to the Financing are hereby approved, confirmed and ratified. The Authorized Representatives and all other officers of the District are each authorized and directed in the name and on behalf of the District to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents which they or any of them might deem necessary or appropriate in order to consummate any of the actions and transactions contemplated by this Resolution and the Financing Documents. Whenever any officer of the District is authorized to execute or countersign any document or take any action contemplated by this Resolution and the Financing Documents, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

**Section 9. Effective Date.** This Resolution shall take effect from and after the date of its passage and adoption.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the Arcata Fire Protection District by the following polled vote:

Ayes:

Nays:

Abstain:

Absent:

**DATED:** March 12, 2024

Signed:

\_\_\_\_\_  
Jason Akana, Vice President

Attest:

\_\_\_\_\_  
Becky Schuette, Board Clerk/Secretary





**Date:** March 12, 2024  
**To:** Board of Directors, Arcata Fire District  
**From:** Justin McDonald, Fire Chief  
**Subject:** Consider and Provide Staff Direction as to the Reinstatement of Board Member Compensation

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### **DISCUSSION:**

At the February Board meeting staff brought back this topic for Board direction. Staff advised if the Board wanted to continue with this item, the compensation to become effective would need to be approved via District ordinance. Staff presented a draft ordinance which after discussion needed some revisions. Upon further discussion the Board members gave their input and the following items were to be included into the ordinance language or Board Policy manual.

1. Only regular and special meetings would be compensable
2. The Clerk of the Board would be responsible for tracking compensable attendance of Board members and will use the roll call attendance at meetings as the official record
3. Compensation would be made quarterly and in direct deposit format
4. If a Board member opts out of compensation, they would need to send a letter requesting such to the Clerk of the Board

Attached is the final draft of the Ordinance for Board review. District counsel has reviewed and approved the ordinance language. Staff and counsel have also updated the language in the Board policy manual in section 3.2 and 3.3 to reflect the above-listed items.

If the Board finds the proposed Ordinance and the draft language in the manual acceptable, the Ordinance will need to be placed on the April regular meeting's agenda for the first reading and introduction of the Ordinance and placed on the May regular meeting agenda for a second reading and adoption. The revision of the Board policy manual will also be placed on the agenda for approval as well.

### **RECOMMENDATION:**

Staff recommends the Board consider the information provided, discuss, take public comment, and direct staff on how to proceed.

### **FINANCIAL IMPACT:**

- No Fiscal Impact/Not Applicable
- Included in Budget: \$4800 would be added as a new line item in the FY 24-25 Budget
- Additional Appropriation Requested:
- Unknown/Not Yet Identified

### **ALTERNATIVES:**

1. Board discretion

**ATTACHMENTS:**

Attachment 1 – Final Draft of Proposed Ordinance

Attachment 2 – Draft changes to Board Policy manual section 3.2 & 3.3



## SAMPLE DRAFT Ordinance Number: 24-XX

### AN ORDINANCE OF THE ARCATA FIRE PROTECTION DISTRICT REINSTATING THE COMPENSATION FOR MEMBERS OF THE ARCATA FIRE PROTECTION DISTRICT GOVERNING BOARD, PURSUANT TO HEALTH AND SAFETY CODE § 13857

**WHEREAS**, the Arcata Fire District Board of Directors have found it desirable to reinstate compensation of its members attendance of meetings; and

**WHEREAS**, prior to 2001 Board members were compensated \$75 quarterly for attendance at Board meetings. This practice was ceased in fiscal year 2003-04 due to budget constraints; and

**WHEREAS**, in 2013 the Board reinstated the compensation, and again this practice was ceased in January 2016 by Board action.

**NOW THEREFORE**, the Board of Directors of the Arcata Fire Protection District ordains as follows:

**Section 1**, In accordance with Section 13857 of the Health and Safety Code, the Arcata Fire Protection District enacts the compensation of its Board members.

**Section 2, Board of Directors' Compensation.** Upon and after the effective date of this Ordinance, compensation for members of the Board of Directors of the Arcata Fire Protection District shall be \$100.00 per meeting, for attendance in their official capacity as a member of the Board at not more than four (4) meetings during any single calendar month, which may consist of any combination of the following meetings, as determined by the Board Member:

- a) Any regular or special meetings of the Arcata Fire Protection District Board of Directors;

If multiple meetings are held on one day, the Board Members will be compensated \$100.00 for that day.

**Section 3, Policy for Reimbursement of Expenses.** In accordance with the provisions of California Government Code Sections 53232 through 53232.4, it is the policy of the Arcata Fire Protection District to reimburse each member of the Board for actual and necessary expenses ("Authorized Expenses") incurred as a result of the member's performance of official duties and Authorized Activities. Authorized Expenses, as further described in Section 4, are for Board Members only, and shall not include expenses incurred by any unauthorized individual, such as family members. Authorized Expenses shall not include personal expenses, such as entertainment, alcoholic beverages, or personal care expenses.

**Section 4, Expense Payment and Reimbursement.** In accordance with this Ordinance, and other applicable law, Board Members shall be entitled to have actual and necessary expenses that are incident to the performance of official duties, Authorized Activities or other Board-authorized District business reimbursed by the District as follows:

- A) **Authorized Activities.** Expenses incurred while engaging in the following activities are considered Authorized Expenses if all requirements of this Ordinance are fulfilled:
  - 1) Regular or Special Meetings attended by Board Members in their official capacity as representatives of the District;
- B) **Registration.** The District will pay registration fees for an approved event. A flyer or announcement with registration information must be submitted with the Request for Travel Authorization Form.
- C) **Transportation.** The approved mode of transportation shall be the most efficient and/or least costly for the situation, based on the needs of the District, unless the traveling member has been authorized otherwise (the member will normally be required to pay the difference). Included approved travel expenses include common carrier cost, parking, airporter, bridge tolls etc.

Whenever practicable, the District preference is to provide the traveling member with a District vehicle and fuel card (officers should use their district-assigned credit card). Although, if no district vehicle is available or the traveler is seeking special permission to use their private vehicle for travel the District will reimbursement for use of personal vehicles shall be in the form of a per-mile payment based on current IRS Standard Mileage Rates (based on government-estimated costs of fuel, depreciation, lease payments, maintenance, repairs, gasoline taxes, oil, insurance, and vehicle registration fees). Mileage must be documented to be reimbursed. The District will not reimburse for: fuel, fines/penalties/tickets/court costs, accident-related costs, and repairs to personal vehicles.

- D) **Lodging.** Overnight lodging may be approved for events that are 90 or more miles from the District boundaries. The District will pay GSA lodging rates for the area of travel ([www.gsa.gov/travel/plan-book/per-diem-rates](http://www.gsa.gov/travel/plan-book/per-diem-rates)). However, if the District determines that it is the best interest for a member to stay at a conference host hotel, the District shall authorize the higher lodging rate. The traveling member shall seek accommodations that are in compliance with the Hotel and Motel Fire Safety Act of 1990 ([www.apps.usfa.fema.gov/hotel/](http://www.apps.usfa.fema.gov/hotel/)).
- E) **Meals and Incidental Expenses.** Meal and incidental costs may be approved for events that are 90 or more miles from the District boundaries. Travelers will use the GSA per-diem rates for the travel area for meal costs. Travelers will be required to specifically account for actual meal expenses and if they exceed the GSA rate traveler will be required to pay the difference. Tips may not exceed 15% of the cost of the meal and must be shown on the receipt. Alcoholic beverages are not reimbursable

The amount granted to cover meals will be adjusted to take into account any meals included in the meeting/conferences registration fee.

Incidental Expenses Costs for incidental food items (e.g., bottled water, snacks not provided during breaks) may be claimed for reimbursement if the combined cost of the meals and incidental food items does not exceed the maximum allowable daily amount for incidentals. Actual receipts must also be attached for incidental food items.

The incidental allowance included in the GSA daily per diem rate covers items such as tips for porters, baggage carriers, bellhops, and maids typically incurred when traveling. Incidental items such as cab fare or tolls are not included in the per diem incidental allowance. These types of expenses are reimbursable expenses that the member should submit separately for reimbursements.

F) **Receipts/Expense Reports.**

Original, itemized receipts should be submitted for all reimbursements, including meals. Credit card receipts with no detail except the amount charged shall not be considered itemized receipts and are not adequate documentation by themselves to justify the expense.

The District acknowledges that receipts may not be made available by all vendors during the course of the Board Member travel. If a receipt is lost or unavailable, excluding an itemized lodging receipt, the District may reimburse the Board Member for the expense if the member prepares and submits a written justification memo for the expense to the Fire Chief or designee. The written justification for all items, except meals, must include a description of the expense and the reason a receipt is not available. Written justification is to be used for the occasional missing receipt and is not meant for an aggregation of many undocumented expenses. For meals, the name of the restaurant, date and amount should be included with a statement that the amount listed does not include alcohol. An itemized lodging receipt is required per IRS regulations and District policy; if lost or unavailable, the Board Member must contact the lodging facility for a duplicate, itemized receipt. Inability to provide such documentation in a timely fashion may result in the expense being borne by the Board Member.

G) **Travel Cancellations.** Members shall notify the authorizing supervisor as soon as reasonably practicable after becoming aware that they will not be able to complete the travel for which they have already requested District approval, so that the District may make operational adjustments, cancel travel and/or training reservations, and seek available refunds.

Members who notify the Fire Chief or designee of their intent to cancel less than 10 days prior to the departure date of travel may be required to reimburse the District for any non-refundable costs of the travel and/or training, unless the Fire Chief or designee determines that the cancellation and assumption of related costs by the District are reasonably justifiable.

Cancelling approved travel less than 10 days prior to departure as a matter of the member's personal preference or for unexplained personal reasons is

not justifiable. Examples of justifiable cancellations may include, but are not limited to:

- Cancellation of the training or other event that was the reason for the travel
- Cancellation or interruption of the approved mode of travel (e.g., unresolvable flight cancellations, highway closures)
- Unexpected serious illness, injury, or death of the traveler or of a family member
- Emergency needs of the District

If the District cancels the member's travel and/or attendance at training, the member shall not be responsible for personally reimbursing the District for any costs. In such situations, if the member has assumed responsibility for any non-refundable costs, the District shall reimburse the member for those costs.

If a member has received a travel advance, they shall be responsible for refunding the District for all advanced funds except any non-refundable costs for which District payment has been specifically authorized.

**Section 5, Reports to Board.** At the Board meeting following a meeting, conference or seminar for which reimbursement will be requested, Board members must briefly report on the meeting, conference or seminar attended at District expense. If multiple Board Members attended a joint report may be made.

**Section 6, Compliance with Laws.** Some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the California Public Records Act.

**Section 7, Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors of the Arcata Fire Protection District hereby declares that it would have adopted this Ordinance irrespective of the fact that any one or more section, subsection, sentence, clause, phrase or portion be declared invalid or unconstitutional or ineffective.

**Section 8.** Pursuant to Section 20204 of the Water Code of the State of California, this Ordinance shall take effect and be in full force and effect sixty (60) days after its final passage.

**Section 9.** Within fifteen (15) days after the adoption of this Ordinance, the Board Secretary shall have it posted in three (3) public places designated by the Board of Directors.

This Ordinance was introduced and read on \_\_\_\_\_, and pass and adopted on \_\_\_\_\_ at a duly called meeting of the Board of Directors of the Arcata Fire Protection District by the following polled vote:

Ayes:

Nays:

Abstain:

Absent:

**DATED:** (Insert Date)

Signed:

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Eric Loudenslager, President

Attest:

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Becky Schuette, Board Clerk/Secretary

DRAFT



## ARTICLE 3: MEMBERSHIP OF THE FIRE DISTRICT BOARD

The Board of Directors of Arcata Fire Protection District shall consist of five (5) members serving four-year, staggered terms. By state law, a resident of the District who is a registered voter over 18 years of age living within the Division which they will represent, shall be eligible to serve as a Board member. The election of the Board members shall be conducted as provided by California Law.

### 3.1 Board Orientation

#### Board Candidate Orientation

The Fire Chief and the Board President (or designee, should the current Board President be a candidate for re-election) are responsible for the appropriate orientation of candidates who have filed for the Board in an election year. Candidates should be invited to attend this orientation as scheduled by the Fire District.

#### New Board Member Orientation

The Fire Chief in cooperation with the Board President (or designee) shall be responsible for the appropriate orientation and training of new Board members prior to taking their seat on the Board.

The orientation and training session for new Board members shall be for information purposes only to acquaint them with the facilities, equipment, and personnel of the Fire District and provide an overview and/or copies (if requested) of:

1. Fire Board Policies and Procedures (this Manual)
2. District boundaries
3. Labor and other major contracts
4. Brown Act Summary
5. Other Matters Concerning Conflict of Interest
6. The current Fire District budget
7. Board Resolutions
8. District Ordinances
9. Any other important issues or training
10. After taking office, the new Board Member will be provided with additional orientation and issued certain items.

### 3.2 Training, Education and Conferences

Members of the Board of Directors are encouraged to attend educational conferences and professional meetings when the purpose of such activities is to improve District operation. Board members may also attend or observe certain District training classes as approved by the Fire Chief. The internal training calendar will be provided to the Board members. Directors are encouraged to minimize expense to the District by using online courses where possible.

#### External Training

It is the policy of the District to encourage Board development and excellence of performance by reimbursing expenses incurred for tuition, travel, lodging, and meals because of training, educational courses, participation with professional organizations, and attendance at local, state, and national conferences associated with the interests of the District.

In the event a Board Director desires to attend training for the District, the request should be made to the Board at a public meeting. The request will then be included as part of the annual budget process.

The Board Clerk is responsible for arranging for Directors for conference and registration expenses, and for per diem (at Fire District mandated per diem allowance.) Per Diem, when appropriate, shall include reimbursement of expenses for meals, lodging, and travel. All expenses for reimbursement shall be submitted to the Board Clerk, together with validated receipts. Expenses to the District for Board of Directors' training, education, and

conferences should be kept to a minimum by utilizing recommendations for transportation and housing accommodations put forth by the Fire Chief and by the adopted budget amounts.

~~1. Utilizing hotel(s) recommended by the event sponsor to obtain discounted rates, Directors traveling together whenever feasible and economically beneficial, and requesting reservations sufficiently in advance, when possible, to obtain discounted airfares and hotel rates.~~

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~~A.~~  
Directors shall not attend a conference or training event for which there is an expense to the District if it occurs after they have announced their pending resignation, or if it occurs after an election in which it has been determined that, they will not retain their seat on the Board.

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Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Directors will either prepare a written report for distribution to the Board or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the sessions that will be of benefit to the District. Materials from the sessions may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

~~Travel reimbursement will also be in accordance with Ordinance 24-XX. Provided that appropriate documentation is completed and provided to the Board Clerk, reimbursement will occur on the next billing cycle.~~

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~~B.~~  
Internal District Training

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Board members are encouraged to observe fire ground and disaster training events, to foster a better understanding of the knowledge, skills, and abilities required of Command Staff and Line personnel in performing their duties. Request for attendance shall be submitted to the Fire Chief in advance of the training for approval.

### 3.3 Directors' Compensation and Reimbursement

~~Directors' compensation and reimbursement will be in accordance with Ordinance 24-XX. In addition, the Business Manager will reimburse Board Members for meeting attendance on a quarterly basis. Payment for attendance during the previous quarter shall be made via direct deposit on the first pay day of the month following the quarter's end. Record of attendance will be logged and attested by the Board Clerk having taken roll call attendance during the meeting.~~

~~If a Board Member wishes to opt out of the Board Meeting Compensation procedure, an official letter must be submitted to the Board Clerk indicating their desire to opt out of payment. This letter will remain on file with the Board Clerk until rescinded by the Board Member.~~

~~Travel reimbursement will also be in accordance with Ordinance 24-XX. Provided that appropriate documentation is completed and provided to the Board Clerk, reimbursement will occur on the next billing cycle.~~

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~~The Fire District does not provide financial compensation to Board members for attending Board meetings.~~

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~~Director compensation can be modified by vote of the Board per Health and Safety Code Section 13857.~~

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**Date:** March 12, 2024  
**To:** Board of Directors, Arcata Fire District  
**From:** Justin McDonald, Fire Chief  
**Subject:** Consider Approval of the Fiscal Year 2023/24 Mid-Year Amended Budget

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**DISCUSSION:**

The mid-year budget update provides an opportunity for staff to evaluate the fiscal year-to-date budget vs. actual performance and to update fiscal year projections based on information not previously available. Staff met with the Board's ad-hoc budget committee to review the projected revenues and evaluate the current level of expenses. The attached draft of the 2023/24 Mid-Year Amended Budget, if approved, would modify the District's currently approved budget that was adopted by the Board of Directors in September 2023.

What follows is a summary of the proposed budgetary adjustments at mid-year. The changes to the revenues are based on the fact the county has collected 50% of the tax revenues and the updated revenue projections can be made from these numbers.

**REVENUE ADJUSTMENT**

- Tax Revenue – Increased by \$47,000 based on the Teeter apportion rate in the highlighted line items.
- Use of Money – No change. \*The District received approximately \$74,000 in past due interest.
- Intergovernmental – Increased by \$147,188 to reflect the actuals in firefighting reimbursements and other governmental agencies.
- Charges for Services – No change.
- Miscellaneous Revenues – Decreased by \$7,594 to reflect the sale of the pickup, donations, and refunds.

**EXPENDITURE ADJUSTMENTS**

- 5010 Salaries – Increased by \$124,000 to cover all positions filled including the succession plan positions, added in the ABH salaries.
- 5020 Retirement – Increased by \$32,000 to cover update to projected costs.
- 5030 Group Insurance – Decrease by \$6,000, updated numbers projected based on midyear actual expenses.
- 5050 Clothing & Personal Supplies – Increased by \$1,000 cover new hire supplies.
- 5060 Communications – Increased by \$4,000. Updated numbers projected based on midyear actual expenses.
- 5120 Equipment Maintenance – Increased by \$19,000. Apparatus and Vehicle maintenance is projected to be overspent, there is still equipment that is needing repair and has been increased by \$14,000. Hydraulic tools have increased by \$3500 to cover blade replacement. Powertool maintenance increase by \$1000 as it is also projected to be overspent.

- 5060 Miscellaneous – Increased by \$1,500 to cover actual expenses.
- 5170 Office Supplies – Increased by \$600 to cover increase cost in software.
- 5180 Professional Services – Increased by \$1,000. Addition of a new line item 5180.13 for Video Production Costs.
- 5230 Special District Expense – Increased by \$1,000 to cover property tax admin fee.
- 5250 Transportation & Travel – No change to total, however the sub accounts will be adjusted to cover the actual expenses projected.
  - 5250.2 Lodging – from \$8,000 to \$4,000
  - 5250.3 Per Diem – From \$7,000 to \$6,000
  - 5250.4 Other Travel – From \$5,000 to \$10,000
- 5370 Minor Equipment Purchase – Increase by \$3,000 to cover the cost of new computer for new Assistant Chief.

**OTHER EXPENDITURES**

- Capital Expense – Increase by \$31,000 to cover the purchase of pickup

**RECOMMENDATION:**

Staff recommends the Board review the mid-year adjustments, take public comment, discuss, and approve the Final FY 2023/24 Mid-Year Amended Budget.

**FINANCIAL IMPACT:**

- No Fiscal Impact/Not Applicable
- Included in Budget:
- Additional Appropriation Requested:

**ALTERNATIVES:**

1. Board discretion

**ATTACHMENTS:**

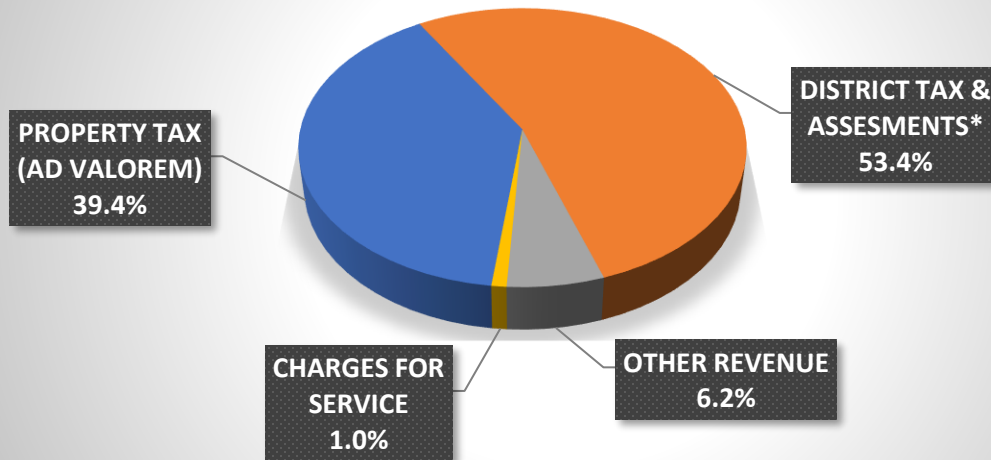
Attachment 1- Draft FY 2023/24 Mid-Year Amended Budget.



## FISCAL YEAR 2023/24 Mid-Year Budget Adjustment

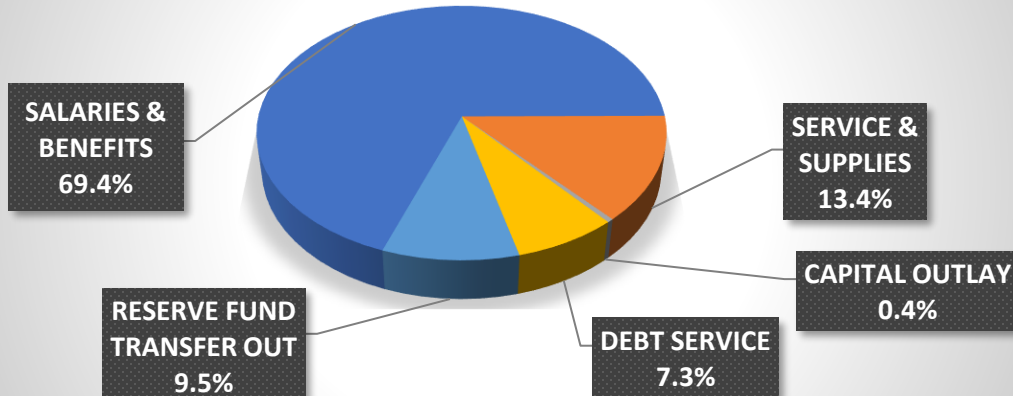
<b>REVENUES</b>	<b>\$6,972,000</b>
PROPERTY TAX (AD VALOREM)	\$2,749,000
DISTRICT TAX & ASSESSMENTS*	\$3,724,000
OTHER REVENUE	\$432,000
CHARGES FOR SERVICE	\$67,000
<i>* amount reflect 2% reduction of total assessments to account for non-paying properties</i>	

### Projected Revenues



<b>EXPENDITURES</b>	<b>\$6,937,000</b>
SALARIES & BENEFITS	\$4,812,000
SERVICE & SUPPLIES	\$929,000
CAPITAL OUTLAY	\$31,000
DEBT SERVICE	\$503,000
RESERVE FUND TRANSFER OUT	\$662,000
Surplus (Deficit)	\$35,000

### Projected Expenditures



Revenue Sources	General Operating Fund	2006 Benefit Assessment <sup>(1)</sup>	2020 Special Tax <sup>(2)</sup>	Fire Prevention Bureau	Assistance By Hire	TOTAL
Tax Revenue	\$2,690,000	-	-	\$77,000	-	\$2,767,000
District Assessment & Tax	-	\$1,434,000	\$2,290,000	-	-	\$3,724,000
Interest	\$195,000	-	-	-	-	\$195,000
Intergovernmental	\$195,000	-	-	-	-	\$195,000
Charges for Service	\$10,000	-	-	\$57,000	-	\$67,000
Other Revenue	-\$94,000	-	-	-	\$118,000	\$24,000
<b>Total Revenue</b>	<b>\$2,996,000</b>	<b>\$1,434,000</b>	<b>\$2,290,000</b>	<b>\$134,000</b>	<b>\$118,000</b>	<b>\$6,972,000</b>
<b>Expenditures and Appropriations</b>						
Personnel	\$2,584,000	\$1,079,000	\$948,000	\$125,000	\$76,000	\$4,812,000
Services & Supplies	\$306,000	\$307,000	\$307,000	\$9,000	-	\$929,000
Debt Service	\$129,000	\$129,000	\$244,000	-	-	\$503,000
Capital Expense	\$31,000	-	-	-	-	\$31,000
Reserve Fund Transfers Out			\$662,000	-	-	\$662,000
<b>Total Expenditures</b>	<b>\$3,050,000</b>	<b>\$1,515,000</b>	<b>\$2,161,000</b>	<b>\$134,000</b>	<b>\$76,000</b>	<b>\$6,937,000</b>
<b>Fund Balance</b>	<b>(\$54,000)</b>	<b>(\$81,000)</b>	\$129,000	\$0	\$42,000	<b>\$35,000</b>
						<b>Surplus / (Deficit)</b>
						<b>\$35,000</b>
<b>Operating Fund Balance needed on July 1, 2022</b>			<b>\$4,044,271</b>	<b>Fund Balances - Beginning</b>		<b>\$4,159,446</b>
			<b>Fund Balances - Ending</b>		<b>\$4,194,446</b>	
<i>Footnote #1 - The Benefit Assessment funds 1 Chief officer, 3 Fire Captains, 3 Engineers, 1/3 of the operations, 1/3 UAL refinance</i>						
<i>Footnote #2 - The 2020 Special Tax funds 1 Chief officer, 3 Fire Captains, 3 Engineers, 1/3 of the operations, 1/3 UAL refinance, &amp; Fire engine loan</i>						
Budgeted Position Allocation						
Admin	Suppression	Prevention	Logistics	<b>TOTAL</b>		
3.84	18.5	1	-	<b>23.34</b>		
-	-	2	-	<b>2</b>		
-	-	-	10	<b>10</b>		

## Chart of Accounts

	FYE 22-23	Approved FY 23-24	Proposed Mid Year Adjustment	Change
<b>REVENUE</b>				
TAX REVENUE	\$ 6,462,000	\$ 6,444,000	\$ 6,491,000	\$47,000.00
USE OF MONEY & PROPERTY	\$ 75,000	\$ 195,000	\$ 195,000	\$0.00
INTERGOVERNMENTAL	\$ 90,000	\$ 48,000	\$ 195,188	\$147,188.49
CHARGES FOR SERVICES	\$ 84,199	\$ 67,000	\$ 67,000	\$0.00
MISCELLANEOUS REVENUES	\$ 46,606	\$ 700	\$ (6,894)	-\$7,594.00
OTHER FINANCING SOURCES	\$ 162,229	\$ -	\$ 31,000	\$31,000.00
<b>TOTAL OPERATING REVENUE</b>	<b>\$ 6,920,000</b>	<b>\$ 6,755,000</b>	<b>\$ 6,972,000</b>	<b>\$217,000.00</b>
<b>EXPENSES</b>				
<b>SALARIES &amp; EMPLOYEE BENEFITS</b>				
5010 - SALARIES AND WAGES	\$2,316,000	\$2,726,000	\$2,850,000	\$124,000
5020 - RETIREMENT	\$750,000	\$834,000	\$866,000	\$32,000
5030-GROUP INSURANCE	\$853,949	\$987,500	\$981,500	-\$6,000
5035 - WORKER'S COMPENSATION	\$90,000	\$108,000	\$114,000	6000
<b>TOTAL SALARIES &amp; EMPLOYEE BENEFITS</b>	<b>\$4,010,000</b>	<b>\$4,656,000</b>	<b>\$4,812,000</b>	<b>\$156,000</b>
<b>SERVICE &amp; SUPPLIES</b>				
5050 - CLOTHING & PERSONAL SUPPLIES	\$29,000	\$41,000	\$42,000	\$1,000
5060 - COMMUNICATIONS	\$27,000	\$29,000	\$33,000	\$4,000
5080 - FOOD	\$1,000	\$2,000	\$2,000	\$0
5090 - HOUSEHOLD EXPENSE	\$14,000	\$15,000	\$15,000	\$0
5100 - LIABILITY INSURANCE	\$44,000	\$52,000	\$52,000	0
5120 - MAINTENANCE-EQUIPMENT	\$141,000	\$116,600	\$135,600	\$19,000
5121 - MAINTENANCE-ELECTRONICS	\$5,000	\$3,500	\$3,500	\$0
5130 - MAINTENANCE-STRUCTURE	\$49,000	\$62,000	\$62,000	\$0
5140 - MEDICAL SUPPLIES	\$3,000	\$6,500	\$6,500	\$0
5150 - MEMBERSHIPS	\$2,000	\$3,000	\$3,000	\$0
5160 - MISCELLANEOUS EXPENSE	\$522	\$1,000	\$2,500	1500
5170 - OFFICE EXPENSE	\$19,984	\$23,100	\$23,700	\$600
5180 - PROFESSIONAL & SPECIAL SERVICES	\$135,000	\$131,400	\$132,400	\$1,000
5190 - PUBLICATIONS & LEGAL NOTICES	\$1,000	\$1,000	\$1,000	\$0
5200 - RENTS & LEASES-EQUIPMENT	\$7,000	\$8,300	\$8,300	\$0
5210 - RENT & LEASES - STRUCTURES	\$120,000	\$120,000	\$120,000	\$0
5230 - SPECIAL DISTRICT EXPENSE	\$94,000	\$129,000	\$130,000	\$1,000
5250 - TRANSPORTATION & TRAVEL	\$69,000	\$94,000	\$94,000	\$0
5260 - UTILITIES	\$41,000	\$42,100	\$42,100	\$0
5370 - MINOR EQUIPMENT PURCHASE	\$14,000	\$17,500	\$20,500	\$3,000
<b>TOTAL SERVICE &amp; SUPPLIES</b>	<b>\$817,000</b>	<b>\$898,000</b>	<b>\$929,000</b>	<b>\$31,000</b>
<b>OTHER EXPENDITURES</b>				
CAPITAL EXPENSE	\$150,000	\$0	\$31,000	\$31,000
DEBT SERVICE	\$503,000	\$503,000	\$503,000	
RESERVE FUND TRANSFERS - OUT	\$662,000	\$662,000	\$662,000	
<b>TOTAL OTHER EXPENDITURES</b>	<b>\$1,315,000</b>	<b>\$1,165,000</b>	<b>\$1,196,000</b>	<b>\$31,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$6,142,000</b>	<b>\$6,719,000</b>	<b>\$6,937,000</b>	<b>\$218,000</b>
<b>Budget Surplus / (deficit)</b>	<b>(\$6,142,000)</b>	<b>(\$6,719,000)</b>	<b>\$ 35,000</b>	<b>\$6,754,000</b>



**Date:** March 12, 2024  
**To:** Board of Directors, Arcata Fire District  
**From:** Becky Schuette/Katie Hill, Board Secretary  
**Subject:** Request for Nominations for Humboldt Local Agency Formation Commission (LAFCo)

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### **Background**

Local Agency Formation Commissions, known as LAFCos, were created in each county by the California State Legislature in 1963. LAFCos have regulatory and planning responsibilities to coordinate the timely development of local governmental agencies and their services while protecting agricultural and open-space resources. Most notably, this includes managing local governmental boundary changes by approving or disapproving proposals involving the formation, expansion, or dissolution of cities and special districts.

Each LAFCo operates independently of the state and local government agencies. However, LAFCos are tasked with administering a section of Government Code (Section 56000, et seq.) known as the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. The CKH Act requires LAFCo to operate within a set of state-mandated parameters encouraging planned, well-ordered, efficient urban development patterns, the preservation of open-space lands, and the discouragement of urban sprawl.

Humboldt LAFCo is an independent local agency created by the State Legislature in 1963 to encourage orderly growth and development of local agencies. LAFCo's mission is to facilitate changes in local governmental structure and boundaries that fosters orderly growth and development, promotes the efficient delivery of services, and encourages the preservation of open space and agricultural lands. LAFCo seeks to be proactive in raising awareness and building partnerships to accomplish this through its special studies, programs, and actions.

LAFCo is responsible for approving proposed jurisdictional boundary changes, including annexations and detachments, incorporation of new cities, formation of new special districts, and the consolidation, merger, and dissolution of existing special districts. LAFCo also conducts studies to help perform its regulatory duties. Specifically, municipal service reviews are prepared to evaluate the level and range of services prior to adopting spheres of influence for each city and special district.

Humboldt LAFCo is composed of seven regular commissioners: two county supervisorial members, two city council members, two special district members, and one public member. Commission members serve four-year terms. There is also one alternate member for each of the four classifications. The Commission employs its own staff, an Executive Officer and Administrator.

**Attachment 1** is a memo from the LAFCo Executive Officer, indicating that the term of office for one regular special district member expires on June 30, 2024, and nominations are being sought. If the Arcata Fire District Board chooses to nominate a

Board member to the LAFCo ballot, the Board Secretary will complete and submit **Attachment 2** (Regular) along with **Attachment 3**, completed by the nominee.

Deadline for submission of nominations is March 29, 2024

**Recommendation**

Staff recommends the Board consider the information provided, take public comment, and consider a nomination of an Arcata Fire District Board Member to be a candidate for the LAFCo ballot.

**District Funds Requested/Required**

- No Impact/Not Applicable
- Funding Source Confirmed:
- Other:

**Alternatives**

The Board has the following alternatives:

1. Take no action
2. With direction, refer the topic back to staff for further consideration

**Attachments**

- Attachment 1 – Request for Nominations to Serve on LAFCo
- Attachment 2 – Special District Member Regular Nomination Form 2024
- Attachment 3 – Special District Member Candidate Information Sheet 2024



RECEIVED

JAN 25 2024

Arcata Fire District

Date: January 24, 2024  
 To: Board of Directors of Independent Special Districts  
 From: Colette Santsche, LAFCo Executive Officer  
**Subject: Call for Nominations for District Members to serve on LAFCo**

The term of office for one (1) regular special district member on LAFCo expires on June 30, 2024. All terms are four years and end on June 30. There are no term limits.

**Current Special District Terms**

Designation	Current Member	Term of Office (ends on June 30)
Regular Member	Debra Lake, Fruitland Ridge Fire Protection District	2020 - 2024
Regular Member	Troy Nicolini, Peninsula Community Services District	2022 - 2026
Alternate Member	Heidi Benzonelli, Humboldt Community Services District	2022 - 2026

The basic process for selecting special district members to LAFCo is set forth in Government Code Section 56332, which provides for a meeting to be convened among representatives from each of the 48 independent special districts in Humboldt County, unless the Executive Officer determines that a meeting is not feasible. Based on Government Code Section 56332, it has been determined that a meeting of this "Independent Special District Selection Committee" for the purpose of selecting a special district member is not feasible due to the likelihood that a quorum would not be achieved. As such, both the nominating process and the election itself will be conducted by mail.

Your district is encouraged to participate in this election process. A schedule is enclosed together with a list of the 49 independent special districts in Humboldt County that are eligible to participate. If your district wishes to nominate a Board member to be a candidate for the LAFCo Regular Member seat, the nomination procedures are as follows:

1. Each district may nominate one person for the Regular Member seat. Nominees must be board members, not staff.
2. All nominations must be accompanied with a completed nomination form approved by a majority of your Board (enclosed).
3. A candidate information form (enclosed) or a letter of interest and qualifications may be submitted with the nomination. This is voluntary and will be kept on file at the LAFCo offices to be made available upon request. It will not be distributed with the ballots.
4. All nomination materials must be returned to Humboldt LAFCo, 1125 16th Street, Suite 202, Arcata, CA 95521, or emailed to the Executive Officer (colettem@humboldtlafo.org).
5. Upon receipt of nominations, LAFCo will prepare and send a ballot to each district. The ballot will state the return date and how successful candidates will be notified.

**The deadline for submitting nominations is Friday, March 29, 2024.** Any nomination that is submitted after the deadline will not be considered.



RECEIVED

General information about LAFCo is available at the Humboldt LAFCo website at [www.humboldtiafco.org](http://www.humboldtiafco.org). The Commission is comprised of seven regular and four alternate members representing the county, cities, independent special districts, and general public. All terms are four years and end on June 30. Regular meetings are held at 9:00 a.m. on the third Wednesday of odd numbered months in the City of Eureka Council Chambers, with special meetings held as needed. Commissioners receive a small stipend for attending meetings along with reimbursement for travel milage.

If you have any questions, please contact LAFCo staff at 707-445-7508.

### Election Schedule

LAFCo call for nominations letter mailed	Friday, January 26, 2024
Nominations due to LAFCo	By 5:00 p.m., Friday, March 29, 2024
Ballots mailed from LAFCo via certified mail	No later than Friday, April 5, 2024
Election Day – Ballots due to LAFCo	By 5:00 p.m., Friday, June 7, 2024
Election results mailed from LAFCo	No later than Friday, June 14, 2024

### Independent Special Districts

Big Lagoon Community Services District  
 Briceland Community Services District  
 Carlotta Community Services District  
 Fieldbrook-Glendale Community Services District  
 Humboldt Community Services District  
 Loleta Community Services District  
 Manila Community Services District  
 McKinleyville Community Services District  
 Miranda Community Services District  
 Orick Community Services District  
 Orleans Community Services District  
 Palmer Creek Community Services District  
 Patrick Creek Community Services District  
 Peninsula Community Services District  
 Phillipsville Community Services District  
 Redway Community Services District  
 Riverside Community Services District  
 Scotia Community Services District  
 Weott Community Services District  
 Westhaven Community Services District  
 Willow Creek Community Services District

Arcata Fire Protection District  
 Blue Lake Fire Protection District  
 Briceland Fire Protection District  
 Bridgeville Fire Protection District  
 Ferndale Fire Protection District  
 Fruitland Ridge Fire Protection District  
 Garberville Fire Protection District  
 Humboldt No. 1 Fire Protection District  
 Kneeland Fire Protection District  
 Myers Flat Fire Protection District  
 Petrolia Fire Protection District  
 Redway Fire Protection District  
 Rio Dell Fire Protection District  
 Salmon Creek Fire Protection District  
 Telegraph Ridge Fire Protection District  
 Willow Creek Fire Protection District

Humboldt Bay Harbor, Recreation and  
 Conservation District  
 Humboldt County Resource Conservation District  
 North Humboldt Recreation and Park District  
 Southern Humboldt Community Healthcare District  
 Fortuna Cemetery District  
 Petrolia Cemetery District

Alderpoint County Water District  
 Hydesville County Water District  
 Jacoby Creek County Water District  
 Humboldt Bay Municipal Water District  
 Garberville Sanitary District  
 Resort Improvement District No. 1



**REGULAR MEMBER**  
**Special District Member Nomination Form 2024**

Name of District: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

The Board hereby nominates \_\_\_\_\_ to fill the term beginning on June 30, 2024 and expiring June 30, 2028 as a Regular Member of the Humboldt Local Agency Formation Commission (LAFCo) representing independent special districts of Humboldt County.

Board action taken on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote:

AYES: \_\_\_\_\_

NOSE: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

District Representative:

\_\_\_\_\_  
Signature

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



### Special District Member Candidate Information Sheet 2024

Providing this form or a letter of interest and qualifications is voluntary. It will be kept on file at the LAFCo offices and made available on request. It will not be distributed with the ballots.

Candidate Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

District: \_\_\_\_\_

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

Length of service with District:

Present Occupation:

Brief description of professional background:

Summarize your interest in serving on LAFCo:

Summarize your qualifications for serving on LAFCo:

List local government and/or civic organization involvement:

# Correspondence & Communications





**ARCATA VOLUNTEER FIREFIGHTERS  
ASSOCIATION, INC.**

2149 Central Avenue  
McKinleyville, California 95519  
(707) 825-2000

**Date: 3/12/2024 MONTHLY ACTIVITY REPORT**  
**To: Board of Directors, Arcata Fire District**  
**From Arcata Volunteer Firefighters' Association**

**Mission: We exist to provide support, advocacy, and a social network for those  
Volunteering to contribute to the mission of the Arcata Fire District.**

**Volunteering**

- Volunteer hours of support for January; 48 Hours.
  - VLU members received Communications and Radio Use Training
  - Responded to two Incidents
  - Finished installing the final Address Signs.
  - Submitted Grant Applications

**Community Outreach and Support**

- **Public CPR and First Aid Training**
- **Address Placard Projects**
  - The current project has been completed.
- **Grant Activity**
  - Applied to Coast Central for \$25,000 toward new prevention vehicle.
  - Applied for a \$250 card from Target for VLU van restocking.
  - Working on grants for.
    - A new vehicle for future 2nd Assistant Chief.
    - A slide-in pump unit for the Flatbed
  - Mobile Radios \$32,000. (11/23)
  - Wildland Turnouts and Structure Helmets \$37,160. (12/23)

**AVFA Properties**

- Had a roof inspection done of the M St. Building. An area over Bug Press will have to be replaced this summer.



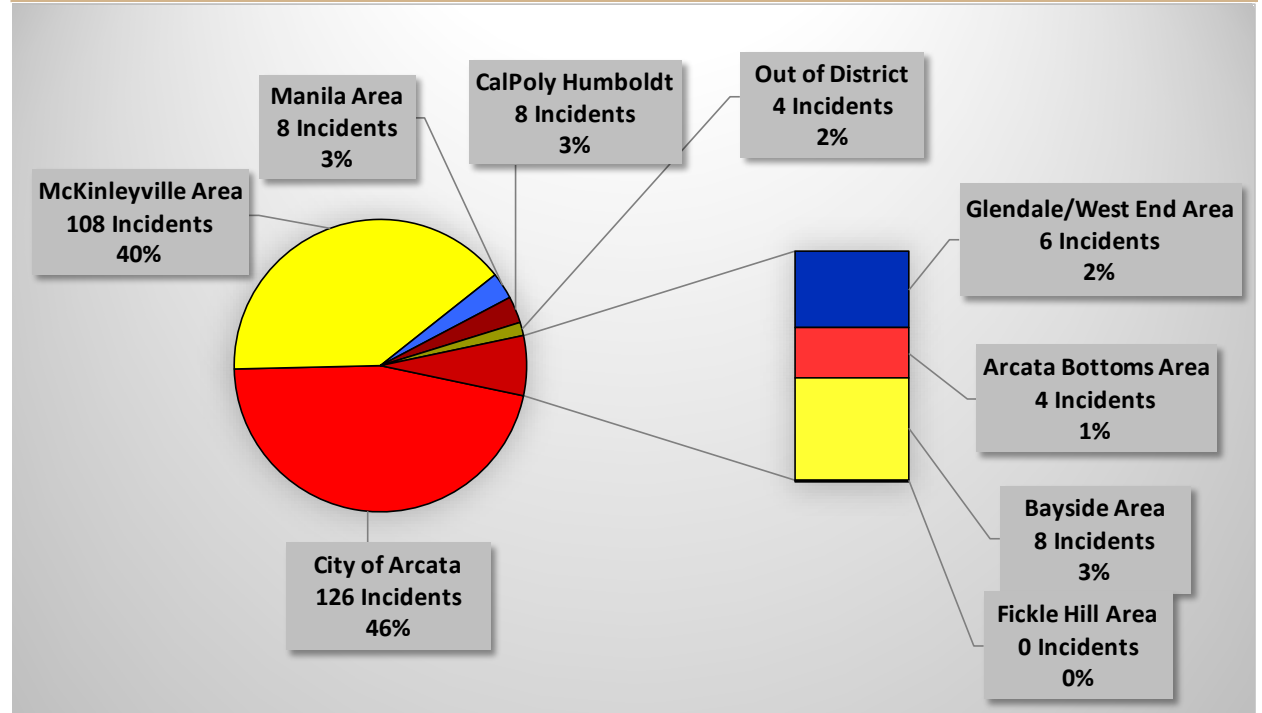
**Date:** March 12, 2024  
**To:** Board of Directors, Arcata Fire District  
**From:** Justin McDonald, Fire Chief  
**Subject:** Fire Chief's Monthly Report

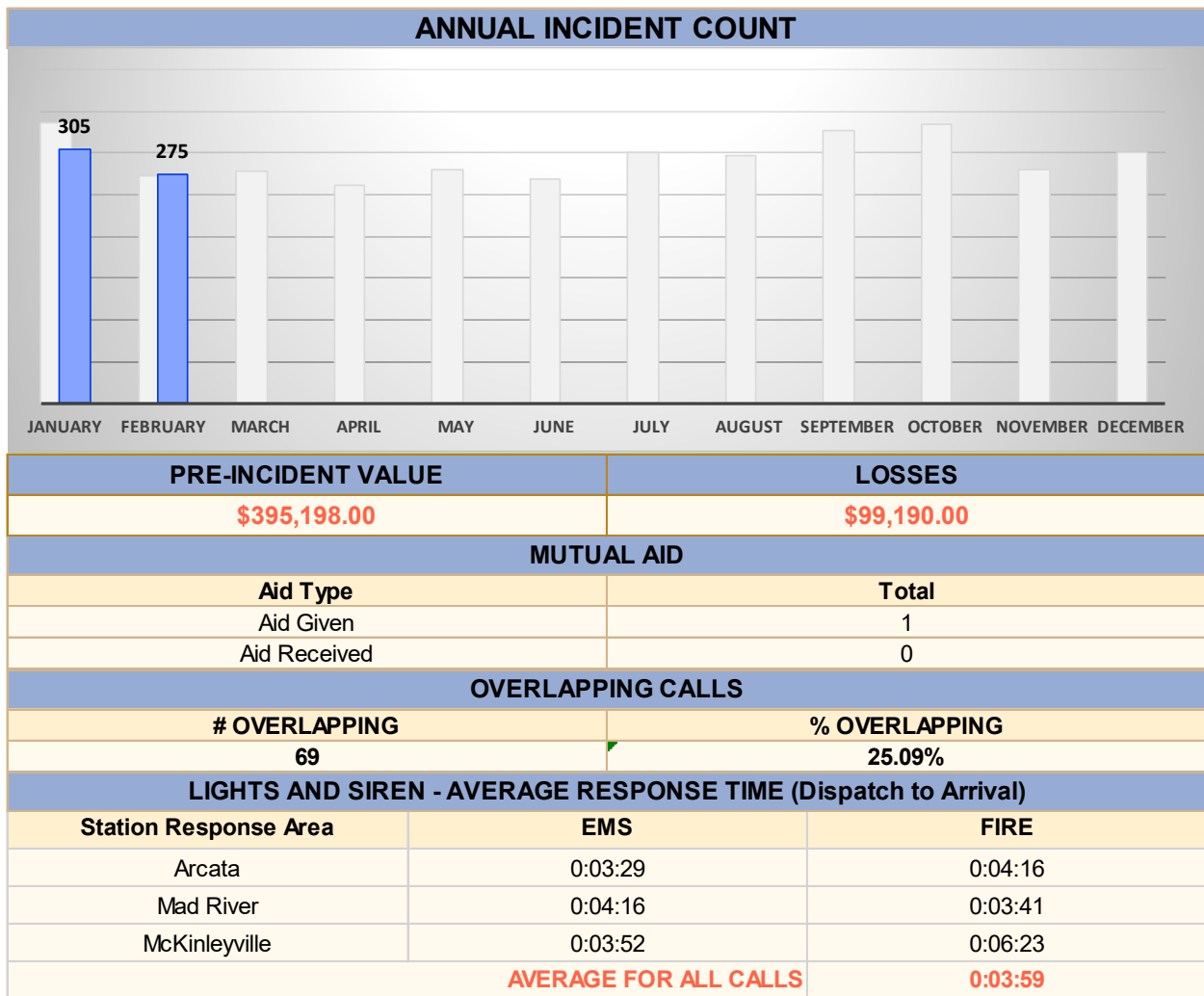
**Monthly Incident Activity**

**February Notable Incidents**

02/22/2024 1600 Blk Charles Ave Arcata; Structure Fire Contained to room & contents

MONTHLY INCIDENT COUNT		
Fires	11	4.00%
Overpressure rupture, explosion, overheat - no fire	0	0.00%
Rescue & Emergency Medical Service	160	58.18%
Hazardous Condition (No Fire)	5	1.82%
Service Call	30	10.91%
Good Intent Call	40	14.55%
False Alarm & False Call	27	9.82%
Severe Weather, Natural Disaster, & Other	0	0.00%
Incomplete	2	0.73%
<b>TOTAL</b>	<b>275</b>	<b>100.00%</b>





**Monthly Administrative Report**

**Station Signs** – Captain Johnson will be constructing a sign for the Arcata and Mad River Station. He will be working up a cost proposal and installation is coming soon.

**Annexation** – LAFCo has mailed the notices to the affected parcel owners. Our web site and LAFCo’s are live with the annexation information. Some of our VLU members will be driving the area and also handing out the notice and a pamphlet on the district. The hearing will be March 20<sup>th</sup> held at the Eureka City Council chambers; staff is requesting board representation at the meeting. The notice and pamphlet are attached to this report.

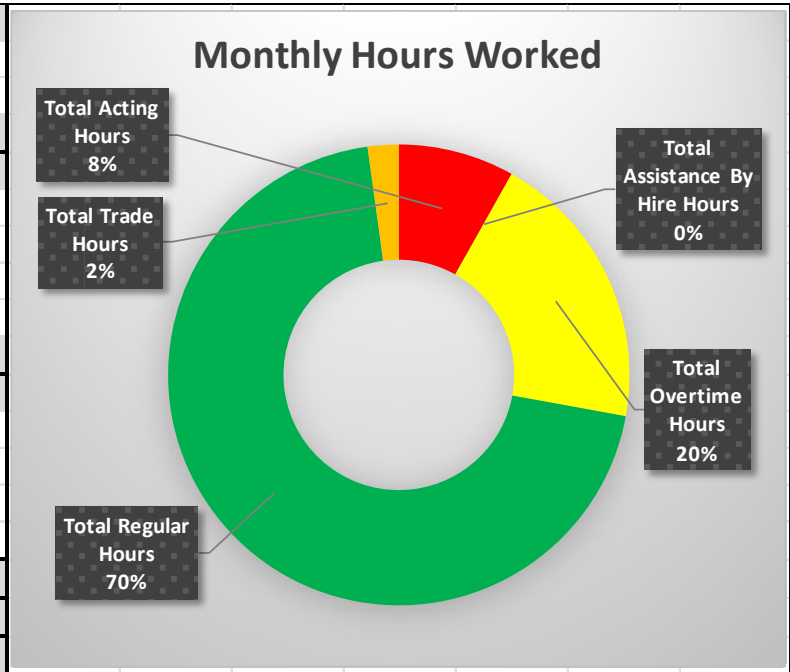
**Standards of Cover Study** – Assistant Chief Emmons will provide a verbal report as to the status of the study.

**Badge Pinning & Awards Ceremony** – The District will be hosting the ceremony on April 3<sup>rd</sup> at 4pm.

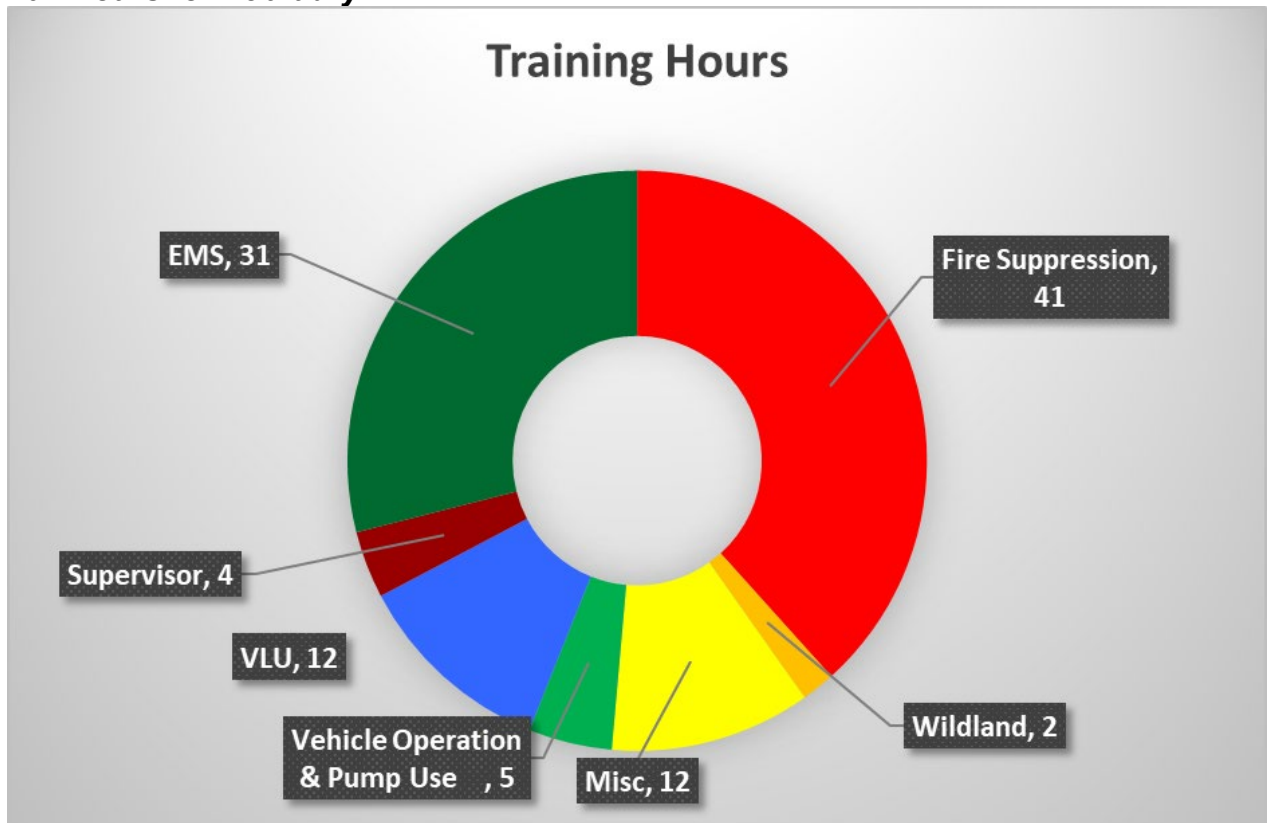
# Monthly Operations Report

## Suppression Staff Hours

<b>Acting</b>	
Company Officer	288
Duty Officer	72
<b>Total Acting Hours</b>	<b>360</b>
<b>Assistance By Hire</b>	
Straight Time	0
Overtime	0
Acting Company Officer	0
Acting Company Officer OT	0
<b>Total Assistance By Hire Hours</b>	<b>0</b>
<b>Overtime</b>	
Scheduled	0
Acting Company Officer	833
Acting Duty Officer	24
Miscellaneous	16.5
<b>Total Overtime Hours</b>	<b>873.5</b>
<b>Total Regular Hours</b>	<b>3096</b>
<b>Total Trade Hours</b>	<b>96</b>



## Training Highlights 107 Hours for February



## Apparatus and Station Maintenance and Repair Report

<u>Unit</u>	<u>ID#</u>	<u>Status</u>
E8211	113	<b>OUT OF SERVICE</b> – Multiple repairs pending
E8217	113	In Service @ Arcata – <i>PENDING REPAIRS</i> Cab Lift Cylinders, Thermostat, shocks,
E8218	108	In Service @ Mad River – Shocks replaced
E8219	116	In Service @ McKinleyville –
E8211	112	<b>OUT OF SERVICE</b> - wiper motor
E8239	117	In Service @ Mad River –
WT8258	106	In Service @ Arcata –
A8241	115	In Service @ McK –
L8291	114	In Service @ Mad River
U8295	211	In Service @ Arcata
U8200	215	In Service as C8200
U8201	214	In Service as C8201
U8205	210	In Service as U8205
U8206	213	In Service as Fire Marshal
U8208	212	In Service as Prevention Specialist/PIO
U8209	206	In Service @ Arcata

McKinleyville Station – Nothing to report

Mad River Station – Crews repainted the interior

Arcata Station – Nothing to report

Bayside Property – Nothing to report

### Revenue Recovery

	Last Month		All Year	
<b>Insurance Claims</b>				
Claims Submitted	3	\$696.00	8	\$2,456
Payments Received by FRUSA	0	\$0	2	\$696
Claims Denied	0	\$0.00	0	\$0
In Progress	3	-	8	-

### Inspection Fees Paid

Payments last month

**\$2,023.35**

(15) Invoices

Payments this year

**\$12,075.73**

(77) Invoices

Payments last year

**\$42,446.68**

(243) Invoices

Billing Status	Count	FD Amount
Open -30	30	\$4187.50
Open -60	2	\$160.80
Open -90	2	\$554.25
Open 90+	1	\$106.63
Sent to collections	29	\$3998.50
		\$9007.68



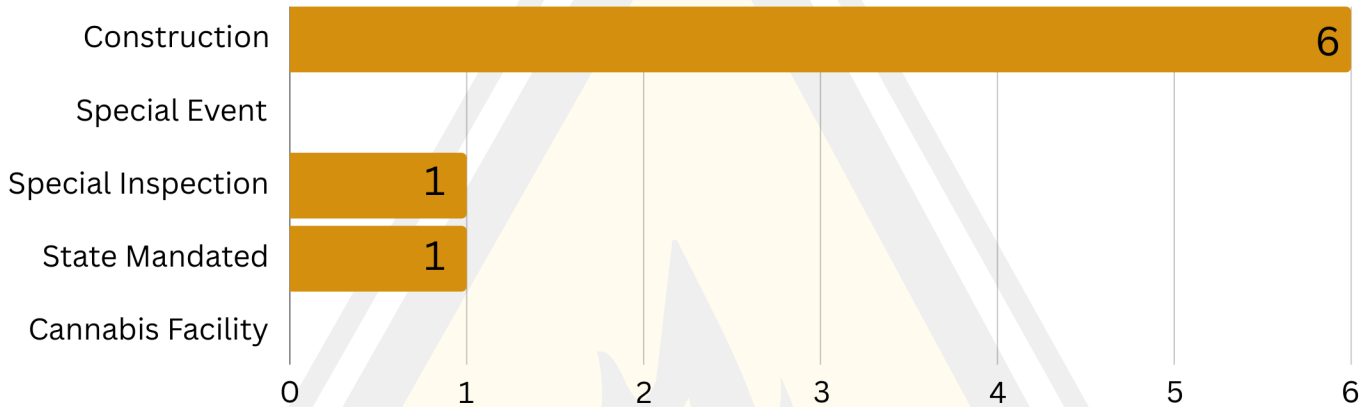
# PREVENTION

## February 2024

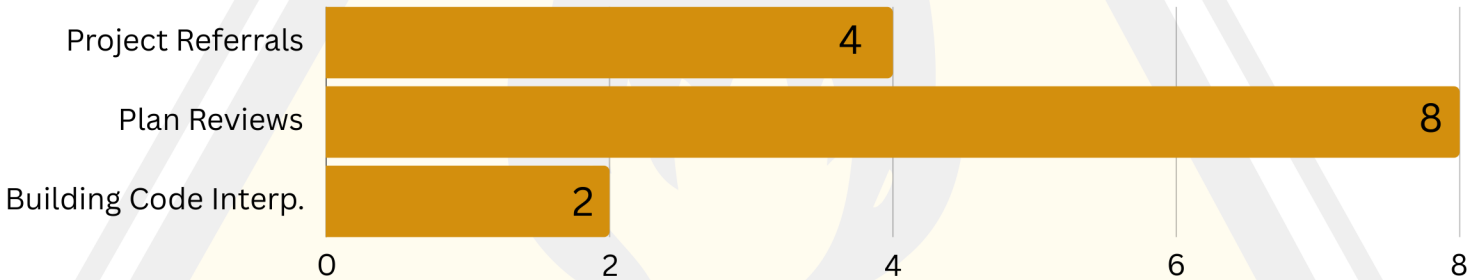
FM = Fire Marshal (75 hours worked)

FI = Fire Inspector (79 hours worked)

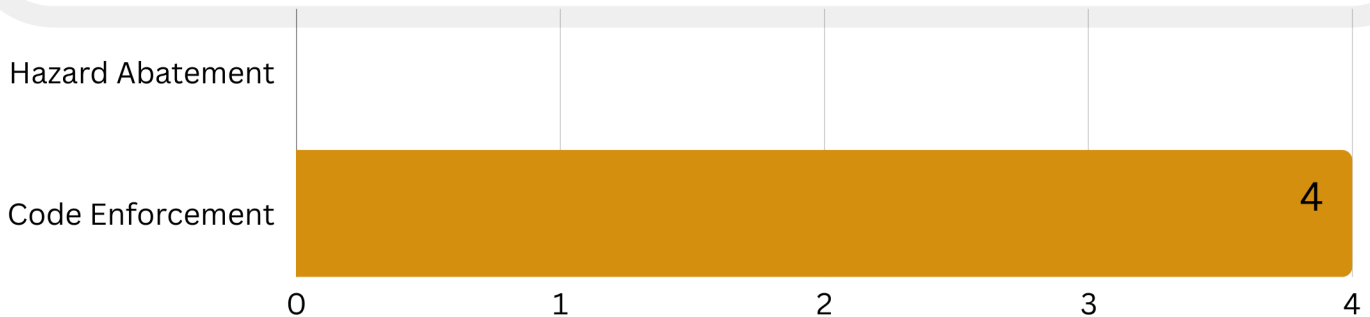
### FM: INSPECTIONS



### FM: BUILDING PROJECTS



### FM: ENFORCEMENT





# PREVENTION

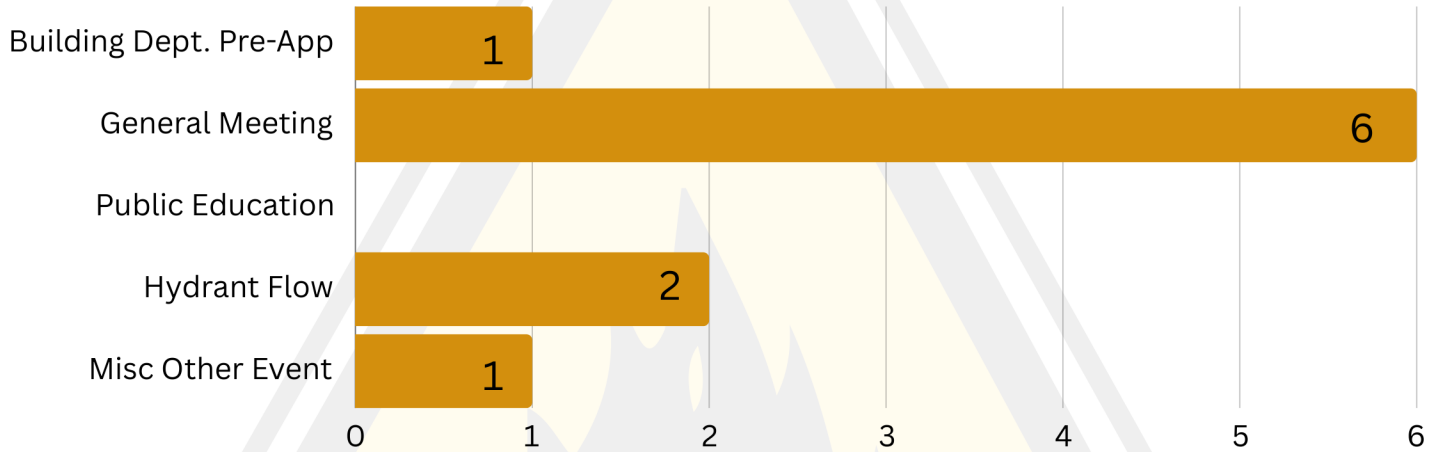
February 2024

FM = Fire Marshal

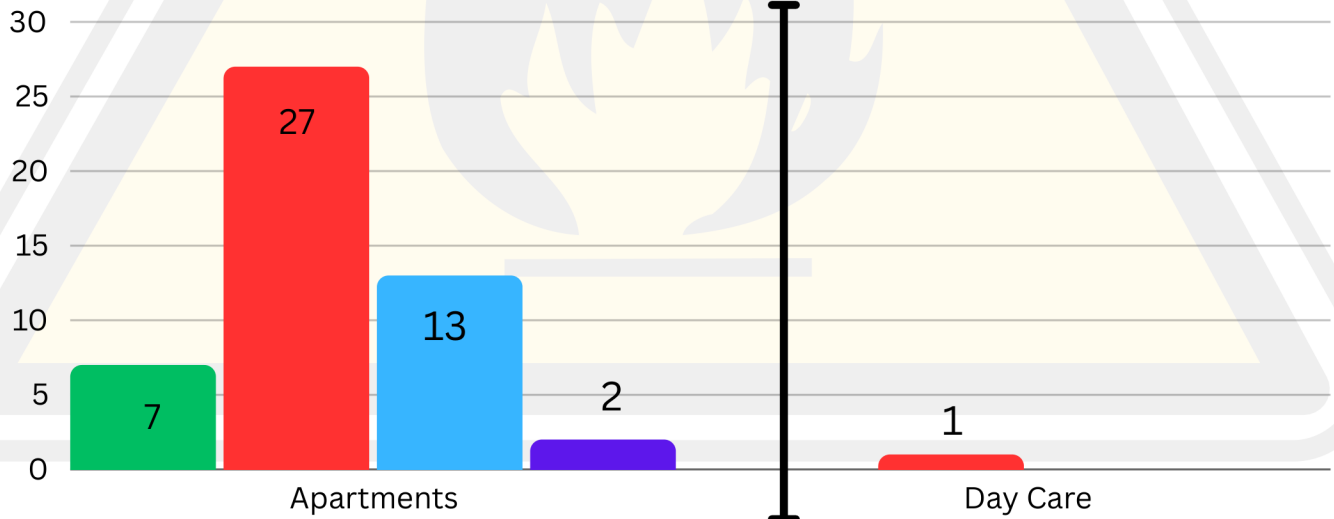
FI = Fire Inspector

FPS = Fire Prevention Specialist

## FM: OTHER



## FI: INSPECTIONS



### Key:

Green: Pass Initial Inspection

Blue: Pass 1st Re-insp.

Red: Fail 1st Insp.

Purple: Fail 1st Re-insp.





# PREVENTION

February 2024

## PUBLIC INFORMATION OFFICER'S REPORT



Facebook followers ⓘ

4,602

Since Jan.  
2023



134

### Social Media

### Follower Growth



Instagram followers ⓘ

1,599

Since Jan.  
2023



20

---

### FB Posts in February

### With the Most Engagement:

- Anthony's passing announcement (21.2k accounts reached!!)
- Hiring for Assistant Chief post (2.1k accounts reached)
- Fake smoke alarm detection (5.2k accounts reached)
- "Tools of the trade" post (764 accounts reached)

### IG Posts in February

### With the Most Engagement:

- Anthony passing announcement (1k accounts reached)
- Anthony condolences post (244 accounts reached)
- Darnell with rainbow post (488 accounts reached)
- "Tools of the trade" post (572 accounts reached)



## NOTICE OF HEARING/PROCEEDINGS

### PROPOSED ANNEXATION OF GOODWILL RESPONSE AREAS TO THE ARCATA FIRE PROTECTION DISTRICT

NOTICE IS HEREBY GIVEN that the **Humboldt Local Agency Formation Commission ("LAFCo" or "Commission")** will hold a public hearing on March 20, 2024, at 9:00 a.m., or as soon thereafter as the matter can be heard, at the Eureka City Hall Council Chambers (second floor) located at 531 K Street, Eureka, CA 95501 to consider the ***Proposed Annexation of Goodwill Response Areas to the Arcata Fire Protection District ("Proposal")***. The meeting will be conducted through a hybrid combination of in-person and/or virtual attendance. Anyone who wishes to participate in the meeting via teleconference should consult the meeting agenda for the call-in telephone number. The agenda and related meeting materials will be posted on the Commission's website [www.humboldtlafo.org](http://www.humboldtlafo.org) at least 72 hours before the scheduled start time of the meeting.

Proceedings for this annexation were initiated by the Arcata Fire Protection District (Arcata FPD). The proposal includes annexation of approximately 3,561 acres (117 parcels) located outside the boundaries that are currently served as part of their goodwill response area along Jacoby Creek and Fickle Hill Roads. The proposed annexation area is within Arcata FPD's adopted Sphere of Influence and currently receives services from Arcata FPD on a "goodwill" basis with no defined responsibility or sustainable funding. Annexation would make Arcata FPD responsible for services, establish ongoing funding, and define a contiguous fire district coverage between the Arcata FPD and Kneeland FPD.

**Pursuant to Government Code Section 56157, LAFCo hereby gives notice of this hearing. Unless LAFCo receives written opposition to the proposal from landowners or registered voters within the affected territory before the conclusion of the hearing on the proposal, the Commission intends to waive protest proceedings, as authorized by, and in compliance with, California Government Code Section 56663.** Upon annexation, the affected territory would be subject to all previously authorized charges, fees, assessments, and taxes that were lawfully enacted by the Arcata FPD. The affected territory would also be subject to all of the rates, rules, regulations, and ordinances of the District. This includes the extension of the previously authorized Arcata FPD special assessment and special tax to all land within the proposed annexation area to fund the delivery of fire protection services, consistent with the purpose for which both funding sources were approved.

At the hearing, the Commission will consider all oral and written testimony of any interested persons or affected agencies. The Commission will consider the report of the Executive Officer and may approve, amend or deny the proposed annexation. More information regarding the annexation, including an interactive webmap of the proposed annexation area, can be accessed at:

<https://humboldtlafo.org/proposed-arcata-fire-protection-district-annexation/>

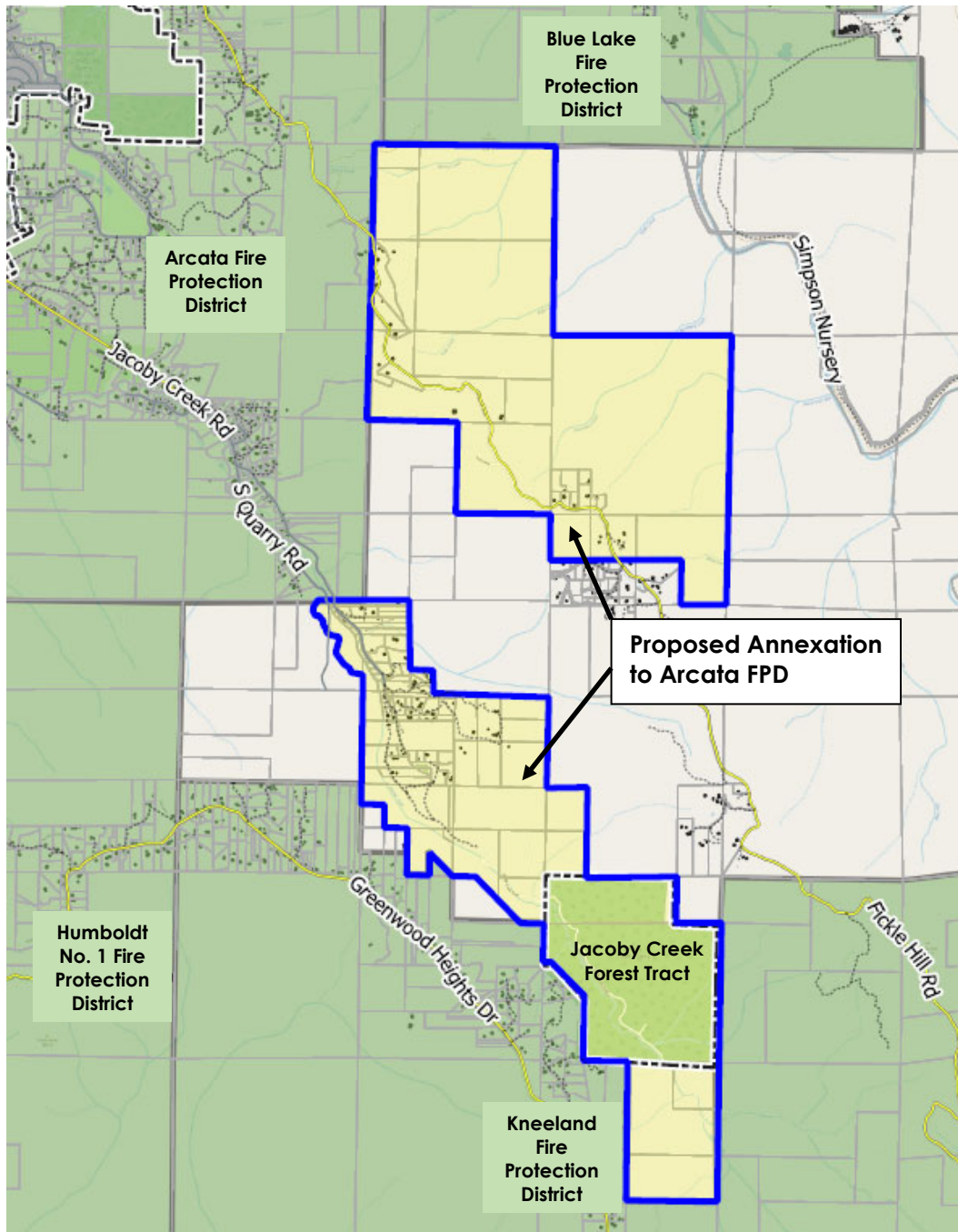
Written comments must be received by Humboldt LAFCo by 12:00 p.m. the day prior to the meeting in order to be distributed to Commissioners. Please direct comments, questions, and requests to review documents to Humboldt LAFCo, 1125 16th Street, Suite 202, Arcata, CA 95521. Phone: (707) 445-7508. E-mail: [colettem@humboldtlafo.org](mailto:colettem@humboldtlafo.org) (*preferred*).

*Note: State Law requires that LAFCo notify various parties, such as landowners and registered voters, both within and adjacent to the affected territory. For this reason, you may receive multiple copies of this notice.*

LAND OWNER OR REGISTERED VOTER

«ADDRESS»

«CITY», «STATE» «ZIP»





# WHAT WE DO

Our firefighters are trained to handle various types of emergencies, such as:

- Structure Fires
- Wildland Fires
- Vehicle Fires
- Medical Emergencies
- Vehicle Accidents
- Rope Rescue
- Hazardous Materials Spills
- Public Lift Assists
- Alarm Activations
- Animal Rescue
- Water Removal
- Fire Investigations

...And many other public service needs.



**FOR EMERGENCIES CALL 911**

LET'S  
**GET IN TOUCH**

**Phone**

707-825-2000

**Website**

[www.arcatafire.org](http://www.arcatafire.org)

**Email**

[info@arcatafiredistrict.org](mailto:info@arcatafiredistrict.org)

**Address of Admin Offices**

2149 Central Ave.  
McKinleyville, CA 95519

ARCATA STATION  
631 9TH STREET, ARCATA

MAD RIVER STATION  
3235 JANES RD, ARCATA

MCKINLEYVILLE STATION  
2149 CENTRAL AVE,  
MCKINLEYVILLE



[facebook.com/arcatafire](https://facebook.com/arcatafire)

[@arcatafiredistrict](https://@arcatafiredistrict)



WE ARE THE

# ARCATA FIRE DISTRICT

[WWW.ARCATAFIRE.ORG](http://WWW.ARCATAFIRE.ORG)



# WHO WE ARE

The Arcata Fire District is a single-purpose Special District, it operates independently from the County of Humboldt and the City of Arcata. We are governed by a five-member elected board.

The District is primarily staffed by career professionals, serving a population of 37,000 residents, encompassing the communities of McKinleyville, Manila, Bayside, Jacoby Creek, and the City of Arcata. The District operates from three strategically positioned fire stations.

With one Chief Officer and six firefighters on duty each day, the District ensures round-the-clock staffing to respond to emergency medical, rescue, and fire incidents across its 62 mile service area.

The District is more than fire stations, apparatus and programs. We are your friends, family and neighbors, dedicated to serving our residents.



## MISSION STATEMENT

“ We exist to protect the lives, environment and property of the communities we serve. ”

## CORE VALUES

Every Effort. Every Hour. Every Call.



## FIRE DISTRICT BOARDS MEMBERS

Blaine Maynor - Division 1  
(McKinleyville North)  
bmaynor@arcatafire.org

Nicole Johnson - Division 2  
(McKinleyville South)  
njohnson@arcatafire.org

Randy Mendosa - Division 3  
(North Arcata)  
rmendosa@arcatafire.org

Eric Loudenslager - Division 4  
(Central Arcata)  
eloudenslager@arcatafire.org

Jason Akana - Division 5  
(Bayside, Jacoby Creek, Manila)  
jakana@arcatafire.org



## PREVENTION & PUBLIC EDUCATION

Fire safety education and prevention planning are critical skills for the communities we serve. Teaching people what to do during emergencies and ensuring that buildings meet fire code requirements, building code requirements and safety standards makes our community a safer place to live and work. Our Prevention team and Firefighters are responsible for bringing the fire safety message to schools and community groups through presentations and social media messaging.

We install smoke alarms, provide live fire extinguisher training and business safety walk-throughs.

We are responsible for ensuring that new construction meets codes and safety requirements which is accomplished through plan reviews.

We also conduct inspections of schools, apartment buildings and hotels.

