

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.28

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Sheriff-Coroner-PA regarding the Approve Contract No. C21302 to Accept FY 2019-2020 Carl Moyer Program Funding in the Amount of \$111,945 from the South Coast Air Quality Management District (SCAQMD) to Partially Fund the Replacement of One (1) Inmate Security Transportation Bus, and Approve the MCI Agreement to Purchase with Motor Coach Industries, Inc. for the Purchase of Four (4) Buses, Without Seeking Competitive Bids, All Districts, is taken off calendar.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on May 24, 2022 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: May 24, 2022
Kecia Harper, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: *Julia Martinez* Deputy

AGENDA NO.
3.28

xc: Sheriff, COB

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.28
(ID # 19074)

MEETING DATE:
Tuesday, May 24, 2022

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve Contract No. C21302 to Accept FY 2019-2020 Carl Moyer Program Funding in the Amount of \$111,945 from the South Coast Air Quality Management District (SCAQMD) to Partially Fund the Replacement of One (1) Inmate Security Transportation Bus, and Approve the MCI Agreement to Purchase with Motor Coach Industries, Inc. for the Purchase of Four (4) Buses, Without Seeking Competitive Bids All Districts; [Total Cost \$2,841,059; Up to \$284,106 in Additional Compensation - 96% Sheriff's Budget, 4% SCAQMD Funds].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Contract No. C21302 with the South Coast Air Quality Management District (SCAQMD) (Grant Agreement) to accept FY 2019-2020 Carl Moyer Program funding in the award amount of \$111,945, for the grant performance through August 1, 2030;
2. Authorize the Sheriff, Assistant Sheriff, Correctional Chief Deputy, and the Administrative Services Manager to sign and execute the attached Grant Agreement and any related grant documents, including modifications, amendments, extensions, progress reports, and payment requests with SCAQMD that may be necessary for the completion of the project, as approved as to form by County Counsel, on behalf of the County;
3. Approve the MCI Agreement to Purchase with Motor Coach Industries, Inc., a Delaware corporation (MCI), (Purchase Agreement) for the purchase of four (4) inmate security buses in the amount of \$2,841,059, without seeking competitive bids, and authorize the Chair of the Board to sign the Purchase Agreement on behalf of the County; and
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments that exercise the options of the Purchase Agreement including modifications of the scope of work that stay within the intent of the Purchase Agreement and sign amendments to the compensation provisions that do not exceed ten percent (10%) of the total annual cost of the Purchase Agreement.

ACTION:Policy

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

Edward Delgado
Edward Delgado, Assistant Sheriff 5/12/2022

MINUTES OF THE BOARD OF SUPERVISORS

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 3,125,165	\$ 0	\$ 3,125,165	\$ 0
NET COUNTY COST	\$ 3,013,220	\$ 0	\$ 3,013,220	\$ 0
SOURCE OF FUNDS: 96% Sheriff's Budget; 4% SCAQMD Funds			Budget Adjustment: No	
			For Fiscal Year: 21/22-29/30	

C.E.O. RECOMMENDATION: Approve

BR 21-036

BACKGROUND:

Summary

Annually, the Sheriff's Department transports approximately 195,400 inmates. Transportation destinations include state prisons throughout California, other county detention facilities, local and state hospitals, Riverside County courts, and various daily special transportation runs. The Department currently operates twelve (12) inmate security transportation buses manufactured by MCI that together are driven thousands of miles per year. Based upon industry standards, these buses should be replaced after ten (10) years. However, eleven (11) buses that were purchased before 2010 either meet or exceed useful life. The age and condition of these buses have resulted in higher operating costs and untimely repairs.

To continue updating the existing fleet, on August 3, 2020, the Department applied for grant funding in response to SCAQMD's FY 2019-2020 Carl Moyer Memorial Air Quality Standards Attainment Program (Moyer Program or Program) grant solicitation. Upon review of the Department's application, SCAQMD awarded the grant in the amount of \$111,945. The Grant Agreement is effective upon execution by both parties and terminates on August 1, 2030. Under the Grant Agreement, the bus will be purchased, delivered, and accepted by June 30, 2023. As a condition of the Grant Agreement, the Department bus being replaced must be dismantled and destroyed.

Since 1998, the Carl Moyer Program has cost-effectively reduced smog-forming and toxic emissions. Approximately \$1 billion has been allocated to date and the Program continues to provide over \$60 million in grant funding each year to clean up older polluting engines throughout California. The regulatory, technological and incentives landscape have changed significantly since the creation of the Moyer Program and to address evolving needs, the Legislature has periodically modified the Program to better serve California. In 2017, Senate Bill (SB) 513 (Beall, 2015) provided new opportunities for the Program to contribute significant emission reductions alongside implemented regulations, advance zero

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

and near-zero technologies, and combine program funds with those of other incentive programs.

The implementation of this project will assist the Department in meeting SCAQMD and local environmental objectives to reduce emissions from heavy-duty vehicles. The Department's oldest diesel buses produce significant nitrogen oxide and toxic particulate matter emissions associated with a wide variety of respiratory illnesses, heart disease, various cancers, and other health concerns. The new buses will produce significantly less nitrous oxide and particulate emissions than the Department's old buses.

The Department is seeking to replace four (4) MCI buses with the newest MCI model. There are many advantages to purchasing from MCI. The Department's Correctional Fleet consist of the MCI buses. The Corrections' bus operators prefer the MCI instrumentation panel, and the bus's operating diagnostic prompts facilitate troubleshooting problems on the road. In addition, training costs for both bus operators and bus mechanics are reduced when purchasing vehicles from the same manufacturer.

The MCI 40-foot bus has become the bus of choice for the Sheriff's Departments in Los Angeles, Orange, San Bernardino, and San Diego Counties. In 2001, the Federal Bureau of Prisons released a five-year study that compared the MCI bus against buses manufactured by Thomas, Bluebird and Eagle. The study concluded that the MCI bus is the most durable and roadworthy bus for this critical long-haul type of transportation. It also is the least expensive bus to operate as shown through vehicle life cycle costing and miles between major repairs.

Impact on Residents and Businesses

There is no adverse effect on residents and businesses. This action will improve the operation of inmate transportation and provide safer, more reliable transportation for inmates; thus, providing a better service to the citizens of Riverside County. The purchase of replacement buses will greatly reduce the risk of bus mechanical failures, including the associated disruptions when the inmates are on board. This action will also significantly reduce the nitrogen oxide and particulate matter emissions associated with a wide variety of health concerns. The project is being funded 96% by the Sheriff's Budget, and 4% SCAQMD Funds.

Contract History and Price Reasonableness

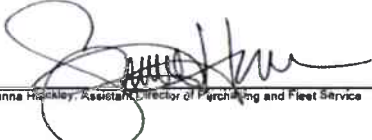
To keep the operator training costs down and the bus maintenance proficiency, the Department is seeking to purchase the four (4) buses from MCI without seeking competitive bids. The forty-foot, 50 passenger buses the Department is ordering will be equipped with an EPA-compliant Cummins engine that reduces particulate matter exhaust emissions. The base price for the one bus before equipment and safety features are installed is \$653,117

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

(pricing before tax and CA tire fees). The installation of the security cage, first aid compartment, warning lights, fire extinguisher, cameras, and other equipment will total \$710,265 (pricing includes tax). In addition, with the installation of a PSEC radio system will be at no cost as new mobile radio kits are available, the grand total including tax and CA tire fee is \$710,265. MCI price increase since 2019 is \$68,110 per bus. The department will be ordering four (4) buses totaling: \$2,841,059 with an additional 10% contingency of \$284,106 to allow for unforeseen expenses. The buses purchase of \$2,729,114 will be funded by the Sheriff's Budget and \$111,945 funds from the Carl Moyer Program.

Attachments:

1. Three (3) Motor Coach Purchase Agreement
2. SCAQMD Carl Moyer Program Grant Agreement C21302
3. MCI Single Source Request


Suzanna Hickley, Assistant Director of Purchasing and Fleet Service

5/12/2022


Rebecca S Cortez, Principal Management Analyst

5/18/2022


Cynthia M Guenzel, Chief Deputy County Counsel

5/11/2022



CLERK/BOARD OF SUPERVISORS
2022 MAY 18 AM 9:40

RIVERSIDE COUNTY SHERIFF

MEMORANDUM

3.28

Date: May 18, 2022

To: Board Assistant

From: Claudia Preciado-Arroyo
Admin. Svcs. Mgr.

A handwritten signature in blue ink, appearing to read "Claudia Preciado-Arroyo".

Re: Carl Moyer Funding – SCAQMD & MCI Bus Purchase Agreement MT# 19074 for May 24, 2022 BOS Agenda

Attached please find the Form 11 for the FY 2019-2020 Carl Moyer Program Funding from the South Coast Air Quality Management District (SCAQMD) and the Motor Coach Industries, Inc Agreement. for the Purchase of Four (4) Buses, for the May 24, 2022 Riverside Board of Supervisors under MT#19074.

Please feel free to contact me (955-6152) if you have any questions.

Thank you

Attachments:

- Three (3) Motor Coach Purchase Agreement
- SCAQMD Carl Moyer Program Grant Agreement C21302
- MCI Single Source Request



AGREEMENT TO PURCHASE

Reliability Driven™

Order Dated: April 21, 2022

___ Corporation ___ Limited Liability Company ___ Partnership ___ Individual X Other

Name: **County of Riverside, on behalf of the Riverside County Sheriff's Department**
Address: **16791 Davis Ave.**
City/State: **Riverside, CA 92518**

The above referenced buyer, referred to in this Agreement as Buyer, agrees to purchase the coach(es) described below from Motor Coach Industries, Inc., referred to in this Agreement as Seller, to be delivered by Seller to New Flyer/MCI Service Center, 2880 East Jurupa St., Ontario, CA 91761 on or before December 31, 2022 and pursuant to the other terms and conditions set forth in this Agreement.

Quantity	Description	Prices (Excludes Taxes)	
		Unit Price	Total
(4)	MCI® 2022 Inmate Transport Security Vehicle Coach model D4000 ISTV in accordance with Seller's standard specifications, including optional equipment items, if any, as specified on the attached MCI Coach Sales Order C-16803 dated 04/21/2022 (Exhibit B).	\$653,116.97	\$2,612,467.88
	___ Conversion shell ___ Demo unit: warranty start date: _____		
	<input checked="" type="checkbox"/> Exhibit A; <input checked="" type="checkbox"/> Exhibit B; ___ Exhibit C; <input type="checkbox"/> Exhibit D; all those marked are attached to and incorporated into this Agreement to Purchase.		
	Total Cash Price, excluding all applicable taxes:		\$2,612,467.88
	Cash Deposit:		\$0.00
	Net Trade-In Value: (Exhibit D must be attached for all trade-in coaches)		\$0.00
	Sales Tax (CA at 8.75% & CA Tire Fee (\$1.75 x 36 Tires = \$63.00)		\$ 228,590.94
	Balance Due: <i>Payment Terms: Net 30</i>		\$2,841,058.82

SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO AND MADE A PART HEREOF.

Offered by:
County of Riverside
(Buyer's Name)

Accepted by:
Motor Coach Industries, Inc.

By: _____

By: Jennifer McNeill

Print Name: _____

Officer Name: Jennifer McNeill

Print Title: _____

Officer Title: Vice-President, Sales and Marketing

Date of Offer: _____, 2022

Date of Acceptance: May 5, 2022

Name of Salesperson: Lee Kemp

Note: BUYER'S SIGNATURE ON THIS DOCUMENT CONSTITUTES AN OFFER TO PURCHASE UPON THE TERMS STATED. IN NO EVENT SHALL THIS OFFER BE BINDING UNTIL SELLER HAS ACCEPTED THIS OFFER AS EVIDENCED BY ITS OFFICER'S SIGNATURE ABOVE Salesperson is not authorized to accept this Offer.

Buyer's initials AS

FORM APPROVED COUNTY COUNSEL
5/10/2022
BY AMRIT P. DHILLON

AGREEMENT TO PURCHASE
Terms & Conditions

1. Notwithstanding the acceptance of a deposit from Buyer by or on behalf of Seller, this Agreement to Purchase ("Agreement") shall not be binding upon Seller unless and until a copy, signed by a duly-authorized officer of Seller to evidence acceptance, is returned to Buyer.
2. This Agreement is not assignable or transferable by Buyer, in whole or in part, without Seller's prior written consent.
3. Subject to paragraph 4, Buyer shall pay for and take possession of the coach(es) being purchased under this Agreement (collectively, the "Coach") on or before the Delivery Date. "Delivery Date" shall mean (a) the date, if any, designated on the first page of this Agreement, or (b) the delivery date designated by Seller pursuant to written notification sent to Buyer no fewer than seven (7) days prior to the delivery date in such notice. Seller reserves the right to change the Delivery Date in accordance with the preceding sentence as deemed necessary by Seller. Upon demand by Seller, Buyer agrees to pay to Seller interest computed daily on the then unpaid balance of the purchase price for each day after the Delivery Date that Buyer fails to pay for and take possession of the Coach, such interest payable in immediately available U.S. dollars, at an annual rate equal to three percent (3%) over the prime rate in effect in the U.S. as published in the Wall Street Journal on the first business day after the Delivery Date. If Buyer fails to take delivery of the Coach within fifteen (15) days after the Delivery Date, Seller reserves the right to terminate this Agreement and to retain the deposit as liquidated damages and not as a penalty.
4. Payment in full for the Coach is due in immediately available U.S. funds upon tender of the Coach by Seller, unless Buyer and Seller have agreed in writing to different payment terms. If payment in full has not been made when due, Buyer agrees to pay to Seller interest computed daily on the then unpaid balance of the purchase price for each day after the due date until the purchase price has been paid in full, such interest payable in immediately available U.S. dollars, at an annual rate equal to three percent (3%) over the prime rate in effect in the U.S. as published in the Wall Street Journal commencing on the first business day after the Delivery Date. If payment of any part of the purchase price is deferred until after delivery, Buyer hereby grants to Seller a security interest in the Coach and its proceeds, and authorizes Seller to file a financing statement with respect thereto. Buyer shall execute all other documents deemed necessary by Seller or its assignee ("Security Documents") to grant Seller or its assignee a perfected, first priority security interest in the Coach and its proceeds. The Security Documents will include requirements that Buyer maintain certain minimum insurance coverages to protect Seller's or its assignee's security interest in the Coach and its proceeds. Seller and/or its assignee reserves all remedies available to it under the Uniform Commercial Code as a secured party even though these remedies are not specifically set forth in this Agreement.
5. This Agreement shall not be subject to termination by either Buyer or Seller, except in accordance with the provisions of paragraphs 3, 6, or 9 hereof.
6. Seller shall be in default hereunder if it becomes bankrupt, insolvent, or unable to meet its financial obligations as the same become due at any time prior to Seller completing performance of its obligations under this Agreement, or is unable to tender delivery of the Coach in accordance with this Agreement. Buyer shall be in default hereunder if it becomes bankrupt, insolvent, or unable to meet its financial obligations as the same become due at any time prior to paying Seller the full purchase price of the Coach, or if Buyer fails to pay Seller in full the purchase price for the Coach in accordance with this Agreement or fails to comply with any other obligation in this Agreement to be performed by Buyer. In the event of a default by one of the parties hereto, the non-defaulting party shall have the right to terminate this Agreement, and such termination shall not adversely affect any other rights or remedies available to the terminating party under this Agreement and/or applicable law.
7. Without notice to Buyer, Seller may at any time make changes or improvements in the model and/or design of the Coach or any part thereof, provided that such changes do not adversely affect quality or functionality of the Coach, but Seller shall have no obligation to make any changes or improvements either

Buyer's initials



1/31/14

prior to or after delivery. In the event that any changes to the Coach are required by any applicable law, statute, rule, regulation, or ordinance ("Laws") becoming effective after the date this Agreement is accepted by Seller and prior to delivery of the Coach, such changes shall be at Buyer's expense. Seller to provide prior written notice to Buyer any changes or improvements to the model and/or design of the Coach.

8. Seller hereby warrants that it has full right and legal authority to sell the Coach to Buyer.

9. Seller shall not be liable for any damages resulting from, and Buyer shall not have the right to terminate this Agreement because of, any delay caused in whole or in part by a fire, flood, windstorm, tornado, war, riot, insurrection, strike, lockout, sit-down, or other labor trouble causing cessation or interruption of operations, accident, material shortage, labor or fuel shortage, inability to procure labor or materials, Seller's plant being commandeered, evacuated, or closed, in whole or in part, by any legally constituted public authority, any priority or preference established for the manufacturing, assembly, or allotment of materials by order, decree, or otherwise of any legally constituted public authority in any plant of Seller or any of its suppliers, or resulting from any other cause beyond the reasonable control of Seller. In the event the period of delay exceeds sixty (60) days, either party shall have the right to terminate this Agreement by giving written notice to the other party, in which event Seller shall return any deposit to Buyer as Buyer's exclusive remedy. In the event that any change in any applicable Laws becomes effective after the date this Agreement is accepted by Seller, and such change renders it impractical for Seller to manufacture the Coach and/or to manufacture the Coach by the Delivery Date, Seller shall have the right to terminate this Agreement by giving written notice and returning any deposit to Buyer.

10. Risk of loss to the Coach shall pass from Seller to Buyer at the delivery location and at the earlier of (a) the Delivery Date, or (b) the date the Coach is actually tendered to Buyer. Title to the Coach shall pass from Seller to Buyer at the time that Buyer takes possession of the Coach, subject to Seller's security interest as provided in paragraph 4 above if Seller has not then received the full purchase price due for the Coach, plus any other amounts that may be due by virtue of this Agreement. Upon receipt of the Coach, Buyer agrees to execute Seller's form of receipt evidencing Buyer's receipt of the Coach and its condition.

11. Buyer agrees to promptly pay (or if paid by Seller, to promptly reimburse Seller) for any tax, charge, fee, or other imposition that Seller is or may be required to pay in respect of the transfer or sale of the Coach, now or hereafter imposed by any law, ordinance, or decree of any federal, state, or local governmental authority, unless the same has already been paid by Buyer to Seller.

12. **This section intentionally left blank.**

13. **SELLER'S LIMITED WARRANTY**

Seller's Limited Warranty applies only to new coaches manufactured and sold by Seller for use in the territorial limits of Canada and the United States, including Hawaii and Alaska, excluding Puerto Rico, Guam and the Virgin Islands. This Limited Warranty is not assignable or otherwise transferable to subsequent owners of the Coach unless MCI receives either a properly completed Sale Notification form (a copy of which is in the Owner Limited Warranty Manual), or other documentation acceptable to MCI.

Seller agrees for the Warranty Term herein specified that, subject to certain exceptions, exclusions, and conditions noted below, Seller will repair or replace any defects in material and workmanship (not design) in the Coach. This Limited Warranty applies only to defects discovered during the Warranty Term set forth on Exhibit A.

Buyer must give Seller written notice of any defect occurring during the Warranty Term to which Buyer claims this Limited Warranty applies within thirty (30) days from the date the defect becomes apparent, specifying the nature of the claimed defect and the date it became apparent.

Seller's obligation under this Limited Warranty is limited to (A) repairing or, at Seller's option, replacing free of charge any parts that, in Seller's reasonable opinion, have failed as a result of a defect in material or workmanship (not design) occurring during the Warranty Term under normal service conditions, provided

Buyer's initials

 PS

1/31/14

that Buyer (i) has given Seller timely written notice of the defect; and (ii) upon Seller's request, has returned the defective part(s) to Seller, transportation charges collect; and (B) crediting Buyer for the labor cost incurred in the removal and replacement of the defective part(s) based on (i) the number of hours designated by Seller to be required for such work, multiplied by (ii) 125% of the base rate for mechanical labor prevailing at Buyer's garage locale at the time of replacement, such base rate to have been previously approved by Seller.

THIS LIMITED WARRANTY IS FURTHER SUBJECT TO CERTAIN ADDITIONAL TERMS, CONDITIONS, AND EXCLUSIONS THAT ARE ATTACHED HERETO AND HEREBY INCORPORATED BY REFERENCE AS EXHIBIT A.

Buyer acknowledges that this Limited Warranty does not apply to (A) any parts, components, materials, goods or services furnished or provided after Seller has completed its manufacturing processes with respect to the Coach; or (B) any routine maintenance repairs or replacements; or (C) normal wear and tear of the Coach; or (D) any other repairs or replacements that, in Seller's reasonable opinion, are required because the Coach or any accessories, parts, or other equipment comprising the Coach:

(i) has been altered, modified, changed, reworked, or replaced in a manner either not recommended by Seller or that would likely affect serviceability in any respect; or

(ii) has been subject to abuse, neglect, or damage from an accident, or from intentional acts; or

(iii) has not been serviced and maintained at reasonable intervals according to Seller's recommendations; or

(iv) has been operated at speeds in excess of Seller's and/or any component supplier's recommended maximum speed.

Seller reserves the right to audit Buyer's Coach warranty related records, including, but not limited to those regarding claims filed, maintenance records, and parts returned. Seller also reserves the right, in its sole discretion, to suspend its Limited Warranty obligations, including, but not limited to, putting Buyer's warranty account "on hold", and/or suspending or revoking Buyer's access to Seller's CCS system, during any period in which Buyer is not in compliance with its obligations under this Limited Warranty.

ENFORCEMENT OF THE FOREGOING OBLIGATIONS OF SELLER SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER WITH RESPECT TO THE COACH. THIS LIMITED WARRANTY AND SELLER'S OBLIGATIONS HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, ENHANCED, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS AND LOSS OF USE) WITH RESPECT TO THE SALE OR USE OF THE COACH. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF SELLER UNLESS SUCH CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER.

MCI Emission-related Warranty

- (a) General. MCI warrants to Buyer and each subsequent purchaser that the Coach, including all parts of its emission control system, meets two conditions:

Buyer's initials

PL

1/31/14

- (1) It is designed, built, and equipped so it conforms at the time of sale to Buyer with the requirements of 40 CFR Part 1037.
- (2) It is free from defects in materials and workmanship that cause the Coach to fail to conform to the requirements of 40 CFR Part 1037 during the applicable warranty period.

The above warranty will be referred to as the "MCI Emission Warranty" in this document.

(b) The warranty period of the MCI Emission Warranty is as follows:

- (1) Five (5) years from the date the Coach is first placed into service or 100,000 miles, whichever first occurs; and
- (2) For tires, two (2) years from the date the Coach is first placed into service or 24,000 miles, whichever first occurs.

(c) Components covered. The MCI Emission Warranty covers emission-related components that are included in the certified emission controls. The MCI Emission Warranty covers the Coach's tires. The MCI Emission Warranty does not cover components whose failure would not increase the Coach's emissions of any regulated pollutant, nor does it cover tire tread wear.

(d) Warranty Exclusions. The MCI Emission Warranty does not cover any failures resulting from any improper maintenance or use, as described in 40 CFR §1068.115.

14 TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SELLER, ITS AFFILIATES, AND THEIR RESPECTIVE PRESENT AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "SELLER INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES, EXPERT WITNESS FEES, AND OTHER LITIGATION EXPENSES) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH (A) ANY ACTUAL OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL AND WANTON MISCONDUCT, OR INTENTIONAL MISCONDUCT BY BUYER OR ANY OF BUYER'S EMPLOYEES, AGENTS, OR CONTRACTORS, OR (B) ANY BREACH BY BUYER OF ANY OF THE PROVISIONS, TERMS, OR CONDITIONS OF THIS AGREEMENT. BUYER'S OBLIGATIONS SET FORTH IN THE PRECEDING SENTENCE SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL AND WANTON MISCONDUCT, INTENTIONAL MISCONDUCT, STRICT PRODUCTS LIABILITY, OR BREACH OF WARRANTY ON THE PART OF ANY OF THE SELLER INDEMNITEES.

SELLER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY OF RIVERSIDE, ITS AGENCIES, DISTRICTS, SPECIAL DISTRICTS AND DEPARTMENTS, THEIR RESPECTIVE DIRECTORS, OFFICERS, BOARD OF SUPERVISORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES (INDIVIDUALLY AND COLLECTIVELY HEREINAFTER REFERRED TO AS INDEMNITEES) FROM ANY LIABILITY WHATSOEVER, INCLUDING CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION BY A THIRD PARTY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE, THAT ARE BASED SOLELY UPON (1) ANY ACTUAL OR ALLEGED NEGLIGENT, GROSSLY NEGLIGENT, OR RECKLESS ACT OR OMISSION, OR WILLFUL OR INTENTIONAL MISCONDUCT, OF SELLER, ITS OFFICERS, EMPLOYEES, OR OTHER AGENTS, OR (2) THE COACH HAVING A DESIGN OR MANUFACTURING DEFECT, OR (3) ANY BREACH BY SELLER OF ANY OF THE PROVISIONS, TERMS, OR CONDITIONS OF THIS AGREEMENT.

WITH RESPECT TO ANY ACTION OR CLAIM SUBJECT TO INDEMNIFICATION HEREIN BY SELLER, SELLER SHALL, AT ITS SOLE COST, HAVE THE RIGHT TO USE COUNSEL OF ITS OWN CHOICE AND SHALL HAVE THE RIGHT TO ADJUST, SETTLE, OR COMPROMISE ANY SUCH ACTION OR CLAIM WITHOUT THE PRIOR CONSENT OF BUYER; PROVIDED, HOWEVER, THAT ANY SUCH ADJUSTMENT, SETTLEMENT OR COMPROMISE IN NO MANNER WHATSOEVER LIMITS OR CIRCUMSCRIBES SELLER'S INDEMNIFICATION TO INDEMNITEES AS SET FORTH HEREIN.

SELLER'S OBLIGATION HEREUNDER SHALL BE SATISFIED WHEN SELLER HAS PROVIDED TO BUYER THE APPROPRIATE FORM OF DISMISSAL RELIEVING BUYER FROM ANY LIABILITY FOR THE ACTION OR CLAIM INVOLVED.

15. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY A JUDGE OF A COURT OF COMPETENT JURISDICTION.

16. This section intentionally left blank.

17. IN THE EVENT OF ANY LITIGATION RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE SUBSTANTIALLY PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE FROM THE OTHER PARTY THE SUBSTANTIALLY PREVAILING PARTY'S ATTORNEYS' FEES AND OTHER LITIGATION-RELATED COSTS, FEES, AND EXPENSES.

18. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, United States of America, without giving effect to that state's conflict of laws principles.

19. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any applicable present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

20. Buyer shall at all times comply with all applicable laws, rules, and regulations of the United States. In particular, Buyer agrees to comply with the export laws of the United States and to obtain any licenses required for export or re-export. Buyer agrees (A) not to export or re-export any Coach purchased pursuant to this Agreement without the prior written consent of Seller and, if required, the permission of the United States Departments of Commerce, State, and/or Treasury, and (B) not to transact business with any person or entity identified by the U.S. Departments of Commerce or Treasury as being denied the right to receive the Coach purchased pursuant to this Agreement.

21. Buyer grants to Seller an irrevocable, non-exclusive, and royalty-free license to inspect, examine, download, and otherwise obtain any information or data that are gathered, compiled, collected, or otherwise recorded in, on, or by the Coach or any part or component thereof, including, but not limited to, any electronic control modules or other data-collection devices. All gathered information must be kept confidential."

22. **WARNING:** The Coach may contain HCFC R-134A refrigerant, a substance which harms public health and the environment by destroying ozone in the upper atmosphere. The R-134A refrigerant must not be vented to the atmosphere and must be serviced by a certified technician only.

23. BUYER AGREES THAT THIS AGREEMENT (INCLUDING ALL EXHIBITS AND ATTACHMENTS) CONTAINS THE COMPLETE, FINAL, AND EXCLUSIVE AGREEMENT OF THE PARTIES RELATING TO THE PURCHASE OF THE COACH AND THE COACH'S SPECIFICATIONS, AND THAT THERE ARE NO PROMISES, REPRESENTATIONS, OR UNDERSTANDINGS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. THIS AGREEMENT MAY BE CHANGED ONLY BY A WRITING SIGNED BY AN AUTHORIZED OFFICER OF SELLER AND BY BUYER.

SEE NEXT PAGE FOR EXHIBIT A- -ADDITIONAL EXCLUSIONS/LIMITATIONS OF SELLER'S LIMITED WARRANTY

EXHIBIT A

Agreement To Purchase Terms and Conditions

WARRANTY TERM: D-SERIES COACH: Twenty-four (24) months, unlimited mileage, from the warranty start date.

WARRANTY START DATE: Date of delivery of the new Coach to Buyer.

Buyer's initials

 GB

Exhibit A – D-Series Models

12/30/10

ADDITIONAL EXCLUSIONS/LIMITATIONS OF SELLER'S LIMITED WARRANTY

Antennae	Not covered for breakage.
Batteries	One Year pro-rated coverage provided only by battery manufacturer.
Belts	50,000 miles (80,467 km) or 6 months (whichever comes first).
Brake Rotors & Pads	Not covered as a primary failure.
Coach Conversion	Parts, components, and services by third party not covered.
Corrosion	Coverage is subject to MCI's prior approval based on photographic evidence of claimed defect and repair quotation to be submitted by Buyer.
Decals	Covers only decals furnished and applied by MCI. Coverage is subject to MCI's prior approval based on photographic evidence of claimed defect and repair quotation to be submitted by Buyer.
Electrical Motors	Failure only; not brush replacement.
Emission Controls and Emission System-related Parts	Covered by MCI's Limited Warranty as and only to the extent they are required to be covered by a vehicle manufacturer pursuant to the laws pertaining to the warranties applicable to emissions controls or emission system-related parts in effect at the date of manufacture.
Engine	Covered only by engine manufacturer
Engine Accessories	Alternator, alternator belt tensioner, and air compressor covered only by the engine or the engine accessory manufacturer (unless MCI separately furnished and installed such engine accessory).
Exterior Mirrors	Covered for loss of function only, not breakage.
Goods and/or Services Supplied by Buyer	Not Covered.
King Pins	Bushings and seals not covered.
Light Bulbs	Other than LEDs, Not Covered.
Luminator Destination signs	Covered only by Luminator.
Paint	Covers only paint furnished and applied by MCI. Coverage is subject to MCI's prior approval based on photographic evidence of claimed defect and repair quotation to be submitted by Buyer.
Passenger Seats and Seatbelts	Covered only by seat manufacturer.
Pinion Seals	300,000 miles (482,802 km) or 24 months (whichever comes first).
Radius Rod Bushings	50,000 miles (80,467 km) or 12 months (whichever comes first).
Refrigerant	Not covered as a primary failure.
REI Entertainment Systems	Parts covered only by system manufacturer. Labor reimbursed by MCI.
Shocks & Bushings	50,000 miles (80,467 km) or 12 months (whichever comes first).

Buyer's initials



Exhibit A – D-Series Models

12/30/10

Sway Bar Links	50,000 miles (80,467 km) or 12 months (whichever comes first).
Tires	Covered only by tire manufacturer.
Towing/Roadside Service Calls*	50,000 miles (80,467 km) or 6 months (whichever comes first), reimbursement limited to \$750.00/per occurrence and subject to additional conditions further explained below.
Transmission	Covered only by transmission manufacturer.
Wheel Alignment	Covered only during the first 25,000 miles (40,234 km), thereafter not covered as a primary failure; covered if alignment is necessary due to another covered warranty repair.
Wheel Seals, Pre-set (hub, wheel seal & bearings)	300,000 miles (482,802 km) or 24 months (whichever comes first).
Wheel Seals, Unitized (hub, wheel seal & bearings)	300,000 miles (482,802 km) or 24 months (whichever comes first).
Wheel Studs	Not Covered.
Windows / Sash Assembly	Not covered for breakage due to stone chips or other road hazards. Any coverage is subject to MCI's prior approval based on part return and/or photographic evidence of claimed defect, as requested by MCI. Buyer must also provide date code (located at bottom of window frame assembly, visible when opened or removed), window location (roadside or curbside of vehicle) and window position on vehicle.
Wiper Blades	Not Covered.

*Towing/Roadside Service Calls. The towing/roadside service call must have been necessary due to a failure covered by the MCI Limited Warranty, and Buyer must have used good faith efforts to return the coach to service without using a towing service before requesting that the coach be towed. The costs of any towing/roadside repairs, and road service calls are not included within the scope of the Limited Warranty unless the failure requiring the roadside service/towing is covered by the Limited Warranty.

Please consult the **manufacturer** of the engine, transmission, or other component not covered by MCI's Limited Warranty for any towing/roadside reimbursement such manufacturer may provide.





Exhibit B
County of Riverside

Date: 4/21/2022
Spec #: C-16803
Customer Order # A25621

Quantity: 4
Customer # U1217

MCI D4000ISTV (MY2022)

Feature/Option #	Feature/Option Title	Qty
<u>Standard Features</u>		
Standard	Semi-monocoque low-corrosion stainless steel frame	1
Standard	Bonded aluminum roof skin, galvanized sidewall panels	1
Standard	Sedan entrance door	1
Standard	½" Acrylic shatter resistant Passenger Sash	1
Standard	Energy absorbing front bumper and rub rails	1
Standard	Double glaze side sash for driver's & entrance doors	1
Standard	Pneumatic baggage door locks	1
Standard	Flat composite baggage bay floors	1
Standard	Meritor EX-225 disc brakes	1
Standard	Spring brakes on drive axle	1
Standard	Conventional wheel bearings on all axles	1
Standard	High mounted parallel charge air/radiator cooling system	1
Standard	Mechanical leveling system with kneeling feature	1
Standard	Variable assistance power steering	1
Standard	Tag unload and dump features& dump features	1
Standard	Maintenance air supply located at the front and rear of coach	1
Standard	Progressive engine brakes (2/4/6 cylinder)	1
Standard	Doga electric windshield wipers	1
Standard	Bitzer A/C compressor	1
Standard	R134a refrigerant	1
Standard	Brushless evaporator and condenser motors	1
Standard	Hub mounted steel wheels	1
Standard	Firestone FS400 315/80 R22.5 tires	1
Standard	15 gallon diesel exhaust fluid (DEF) tank	1
Standard	Standard Electronic manuals only (Thumb Drive)	1
Standard	Automatic Traction Control system (ATC)	1
Standard	Electronic Stability Control system (ESC)	1
Standard	Amerex Fire Suppression System	1
Standard	6-channel Antilock Braking System (ABS)	1
Standard	Parker-Vansco multiplexing system	1
Standard	Multifunction LCD dash display as well as individual gauges	1
Standard	12V power supply in driver's area	1
Standard	E-Fan cooling package	1
Standard	Dual Delco 55SI 250 Amp brushless alternators	1
Standard	Exterior LED lighting includes; turning indicator, marker/clearance, brake and reverse	1
Standard	90 mm halogen headlights (LED optional)	1
Standard	LED baggage bay lights	1
Standard	Back-up alarm	1

Customer Initials:  Date: _____

Spec #: C-16803

Printed by Michael Harpin on:
4/21/2022



Standard	Two non-threaded post 8D batteries	1
Standard	Passenger announcement system	1

Coach Dimensions

Overall length:	40.50 ft / 12.34 m
Wheelbase:	279 in. / 7.09 m
Overall width:	102 in. / 2.59 m
Height to roof hatches:	137 in. / 3.48 m
Front overhang:	75.90 in / 1.93 m
Rear overhang:	83.49 in / 2.12 m
Turning radius:	44.7 ft / 13.62 m
GVWR:	46,000 lbs / 20,865 kg
Front GAWR:	16,000 lb / 7,257 kg
Drive GAWR:	22,500 lb / 10,206 kg
Tag GAWR:	10,000 lb / 4,536 kg

Certifications / Compliances

1.0.2	STATE OF CALIFORNIA REQUIREMENTS	1
1.0.4	ENGINE CERTIFICATION – EPA & CARB CERTIFIED W/ CARB EMISSION WARRANTY	1

Lavatory & Lavatory Accessories

1.1.19	DELETE BASIC CHEMICAL TYPE LAVATORY WITHOUT WASH BASIN	1
--------	--	---

Windows

STANDARD	ENTRANCE DOOR AND DRIVER'S WINDOWS - DOUBLE GLAZED	1
STANDARD	5" WINDOWS	1

Interior Flooring

1.3.52	ALTRO FLOORING	1
1.3.52.022	FLOORING COLOR - ALTRO META TFM 27903 STORM	1

Miscellaneous Interior

1.4.87.6	FRONT GUARD AREA, NOT INCLUDING PARTITION ON ROADSIDE OF COACH FACING FORWARD ON A 6" PEDESTAL. TO INCLUDE (1) RECARO ERGO B DRIVER'S SEAT WITH ARMRESTS FOR USE AS A GUARD SEAT MOUNTED FACING FORWARD AT #1 LH SEAT POSITION. MCI SUPPLIED LAP & SHOULDER BELT & CUPHOLDER. TO INCLUDE A SMALL BOX TO BE MOUNTED ON ROADSIDE SIDEWALL TO THE REAR OF THE DRIVER'S MODESTY PANEL. THIS BOX WILL CONTAIN -12 VOLT POWER SOURCE & CONTROL SWITCH FOR THE OVERHEAD LIGHT ALSO INCLUDES 110 VOLT POWER SOURCE ON HEAT DUCT TO REAR OF DRIVER'S MODESTY PANEL	1
1.4.87.8	FRONT GUARD AREA TO INCLUDE ONE (1) RECARO ERGO B DRIVER'S SEAT FOR USE AS A GUARD SEAT MOUNTED ON CURBSIDE OF COACH FORWARD FACING ON A 6" PEDESTAL AT #1 R.H. SEAT POSITION. SEAT TO INCLUDE ARMRESTS. TO INCLUDE MCI SUPPLIED LAP & SHOULDER BELT & CUPHOLDER. A SMALL BOX WILL BE MOUNTED ON CURBSIDE SIDEWALL TO THE REAR OF THE PASSENGER'S MODESTY PANEL. THIS BOX WILL CONTAIN -12 VOLT POWER SOURCE, CONTROL SWITCH FOR THE OVERHEAD LIGHT & MICROPHONE JACK. ALSO INCLUDES 110 VOLT POWER SOURCE ON HEAT DUCT TO REAR OF PASSENGER'S MODESTY PANEL	1

Customer Initials:  Date: _____

Spec #: C-16803

Printed by Michael Harpin on: 4/21/2022



LOCATION: Location:Riverside County Sheriff Department 1
4000 N. Orange Street
Riverside, CA 92501

STANDARD MANUFACTURING SITE - MULTI-SITE BUILD 1

Lights and Reflectors

3.1.27 IN-STATION LIGHTING WITH CEILING DOME LIGHTS 1

Instrumentation

3.2.37.3 GAUGES FOR SPEEDOMETER - USA 1

Radio & P.A. System

3.3.51 EXTERNAL PA SYSTEM & SIREN 1

Electrical & Miscellaneous Electrical Accessories

3.6.24 SLIDING TRAYS FOR BATTERIES, IN CONJUNCTION W/BASIC BATTERIES 1

3.6.29 COLOR BACK-UP CAMERA 1

3.6.42 IMPACT SENSOR WITH EMERGENCY LIGHTING - CALIFORNIA REQUIREMENT 1

Multiplexing

STANDARD PARKER MULTIPLEX SYSTEM 1

Brakes and Air System

4.1.11 BRAKE DUST SHIELDS - ALL AXLES 1

Engine Cooling System

STANDARD ENGINE EFAN RAD AND CAC WITH TWO (2) 250 AMP ALTERNATORS 1

Engine & Engine Accessories

4.3.68.10 CUMMINS EXTENDED COVERAGE PROTECTION PLAN - X 12 ENGINES TERMS - [5 YEARS / 1
500,000 MILES IS PROVIDED SOLELY BY CUMMINS INC. AND SUBJECT TO TERMS AND
CONDITIONS, PROVISIONS, AND LIMITATIONS SET FORTH IN THE CUMMINS EXTENDED
COVERAGE PLAN. THE DIESEL PARTICULATE FILTER IS NOT INCLUDED IN THE CUMMINS
EXTENDED COVERAGE PLAN. MCI'S OBLIGATION IS LIMITED TO PURCHASING THE COVERAGE
FROM CUMMINS, INC. ON BEHALF OF BUYER. SEE CUMMINS EXTENDED COVERAGE PLAN
(PLAN 1 BULLETIN 5410615)

4.3.109 CUMMINS X12 11.8 L, 410 HP, 1450 FT- LB ENGINE 1

Fuel System

4.4.11 ALUMINUM FUEL TANK 1

Wheels, Wheel Accessories & Tires

4.5.17 ACCURIDE #29300, SIZE 9.00 X 22.5, 9000-LB RATED, HUB-PILOTED STEEL WHEELS (9) - WHITE 1

4.6.8.307 MICHELIN XZA-2 ENERGY TIRES SIZE: 315/80 R22.5 L-RATED 9

Transmission & Transmission Accessories

Customer Initials:  Date: _____

Spec #: C-16803

Printed by Michael Harpin on:
4/21/2022



- 1.4.TBA NON STANDARD FRONT PARTITION - SEE SPECIAL 1
- 1.4.89.3 CELL PARTITIONS- THREE (3) CELLS ON THE ROADSIDE (LH) OF COACH. EACH CELL TO INCLUDE A LOCKABLE DOOR WITH A SMALLER ACCESS DOOR AT EYE LEVEL 1
- 1.4.89.4 CELL PARTITIONS -THREE (3) CELLS ON THE CURBSIDE (RH) OF COACH. EACH CELL TO INCLUDE A LOCKABLE DOOR WITH A SMALLER ACCESS DOOR AT EYE LEVEL 1
- 1.4.95 DRIVER'S BEVERAGE HOLDER 1
- STANDARD SUNVISORS, SCISSOR TYPE FOR WINDSHIELD AND DRIVER'S SIDE WINDOW 1

Safety Equipment

- 1.6.8.2 TWENTY POUND FIRE EXTINGUISHER 1
- 1.6.20 AMEREX FIRE SUPPRESSION MODULAR SYSTEM V25, WITH AN ENGINE SHUTDOWN SYSTEM, 1 W/4 NOZZLES IN ENGINE COMPARTMENT 1
- 1.6.22 SMARTIRE FULL FUNCTION DISPLAY, IN-DASH 1

Paint & Lettering

- CUSTOM PAINT: COLOR: 1.7.1 (Three Colour Paint - Riverside County Sheriff Paint Scheme),MFG NO.: 1
- 1.7.30 EXTERIOR PAINT - WITH CLEAR COAT 1

Miscellaneous Exterior

- 1.8.49 FRONT LICENSE PLATE MOUNTING RAILS TO ACCOMMODATE ONE (1) LICENSE PLATE 1
- 1.8.52 STAINLESS STEEL FRONT END 1
- STANDARD AIR-LOCKING BAGGAGE COMPARTMENT DOORS 1
- STANDARD DCPD RADIATOR DOOR 1

Nameplates, Decals & Fleet Numbers

- 1.10.22.1 VIN PLATE - USA 1
- 1.10.29 CALIFORNIA PROPOSITION 65 WARNING DECAL 1

Bumpers and Rub Rails

- STANDARD ANODIZED ALUMINUM REAR BUMPER 1

Key Locks

- 1.14.1 JUNCTION BOX DOOR WITH KEYED ALIKE LOCK. 1
- 1.14.5 FRONT SIDE SERVICE DOOR WITH KEYED ALIKE LOCK. 1
- 1.14.6 FUEL COMPARTMENT DOOR WITH KEYED ALIKE LOCK. 1
- 1.14.8 ENGINE/SERVICE COMPARTMENT DOOR LOCKS. 1

Vehicle Key Codes

Ford Key Code: FA0136 Locksmith 14335
 Schlage Key Code: C65325
 Chrysler Key Code: L0006/3111232

Delivery Location

- 1.16.1.9 DELIVERY TO CUSTOMER FACILITY 1

Customer Initials  Date _____

Spec #: C-16803

Printed by Michael Harpin on 4/21/2022



- 4.7.1 ALLISON B500 GEN V AUTOMATIC TRANSMISSION WITHOUT RETARDER 1
- 4.7.30.1 ALLISON TRANSMISSION B500 INTERCITY/TOUR EDGE LEVEL 1 EXTENDED COVERAGE 1
PROVIDING A TOTAL OF FIVE (5) YEARS PROVIDED SOLELY BY ALLISON TRANSMISSION AND
SUBJECT TO TERMS AND CONDITIONS, PROVISIONS, AND LIMITATIONS SET FORTH IN THE
ALLISON TRANSMISSION EDGE EXTENDED COVERAGE PLAN. MCI'S OBLIGATION LIMITED TO
PURCHASING THE COVERAGE FROM ALLISON TRANSMISSION ON BEHALF OF BUYER.
REFERENCE ALLISON TRANSMISSION PUBLICATION NUMBER SE5410EN (2006/07). WITHOUT
RETARDER
- 4.7.33.9 4.10:1 REAR AXLE RATIO 1
- 4.7.44.1 TES-668 SYNTHETIC TRANSMISSION OIL FOR B500 1

Seating & Trim

- 6.1.10.12 SEAT PEDESTAL CAPS - NO PEDESTAL CAPS 1

Driver Seat & Driver Seat Options

- 6.8.TBA NON-STANDARD DRIVER'S SEAT SELECTION 1

User Defined Specials

- SPECIAL_PS 1
- S 3.6.276.11 PARKER MULTIPLEX SYSTEM - COACH PROGRAMMING 1
- S 3.6.276.12 PARKER CONTROLS DRIVERS MULTI-FUNCTION DISPLAY (MFD) PROGRAMMING 1
- S 4.3.277.4 GOVERN SPEED - 72 MPH 1
- S 5.10.71 PASSENGER SEATS - D4000ISTV COACH 1
- S 6.8.56 DRIVER'S SEAT - D4000ISTV COACHES 1
- Special-1 S1.2.139 : LARGE SLIDING 1/2" THICK ACRYLIC WINDOW LOCATED AT #1 RH FRONT W/BRONZE 1
TINT.



- Special-2 S1.2.231 : INMATE WINDOWS TO HAVE TRANSLUSCENT MATERIAL THAT WILL ALLOW LIGHT IN AND NO VISIBILITY OUT

- Special-3 S1.4.36 : VEHICLE WEIGHT SLIP 1

- Special-4 S1.4.581.4 : GUARD DESK, 26" HIGH X 32" WIDE, SMOOTH, TOP WITH A RIM TO PREVENT ITEMS FROM ROLLING OFF, TOP TO BE LAMINATE, RAISED EDGES TO BE SMOOTH.
-TO INCLUDE (3)THREE DRAWERS, LOCKABLE WITH THE CELL KEY. LOCATED IMMEDIATELY BEHIND RH MODESTY PANEL BELOW VENT LINE.
-RELOCATED P.A. BOX FOR EASY ACCESS. SHIP FIRST AID KIT LOOSE.

- Special-5 S1.4.814.2 : INSTALL TWO (2) MIDDLE WALL TO WALL PARTITIONS 1

- Special-6 S1.4.847 : INSTALL CLEAR LEXAN (ACRYLIC) OVER PERFORATED HOLES ON ALL SEGREGATION BARRIERS, INCLUDING ALL DOORS. LEXAN TO STOP 6" FROM THE CEILING.

- Special-7 S1.4.851 : FRONT PARTITION 66" FROM DATUM 1

- Special-8 S1.4.974.2 : PARTITIONS AND CELL PARTITIONS TO HAVE EXTRA FOOT ROOM AT BOTTOM 1

- Special-9 S1.4.977 : FRONT GUARD SEATS TO BE RECARO ERGO AIR RIDE DRIVER'S SEATS WITH LH AND RH ARMRESTS AND THREE POINT INTEGRAL BELTS,ON 4" RISER. NOTE: TO REPLACE OPTIONAL 1.4.87.6 AND 1.4.87.8 GUARD SEATS.

- Special-10 S1.4.978 : PARTITIONS TO INCLUDE MAGNET WHICH WILL HOLD THE DOORS IN OPEN POSITION 1



- Special-11 S1.6.59.6 : SHIP LOOSE FIRE EXTINGUISHER WITH MOUNTING BRACKETS AND/OR BOX INSIDE 1 OF COACH; IN LIEU OF BASIC FIRE EXTINGUISHER INSTALLATION. 1

- Special-12 S1.6.80 : SHIP LOOSE BASIC FIRST AID KIT AND MOUNTING HARDWARE. 1

- Special-13 S1.10.188 : ELECTRICAL TERMINAL COMPT DECAL 1

- Special-14 S3.1.318 : FOG LIGHTS 1

- Special-15 S3.1.328.12 : FOUR (4) SEVEN INCH DIAMETER RED LED, FLASHING ROOF WARNING LIGHTS ON 1 COACH ROOF AND TWO ADDITIONAL RED LIGHTS MOUNTED ON FRONT OF COACH ABOVE THE HEAD LIGHTS AND TIED IN WITH THE CODE (3) THREE LIGHTS. A TELL TALE LIGHT IN THE DASH IS TO INDICATE WHEN WARNING LIGHTS ARE TO BE ENABLED. FLASHING SEQUENCE AS FOLLOWS:
UPPER ROADSIDE BURNS STEADY AND DOES NOT FLASH, UPPER CURBSIDE AND LOWER ROADSIDE LIGHT WILL FLASH TOGETHER, LOWER CURBSIDE LIGHT FLASHES ALTERNATELY. THE REAR CURBSIDE LIGHT WILL FLASH IN UNISON WITH THE UPPER FRONT CURBSIDE LIGHT AND REAR ROADSIDE LIGHT WILL FLASH ALTERNATELY.

- Special-16 S3.1.338 : LED WHITE LIGHT ARRAY, TO BE SWITCH OPERATED AND MOUNTED ALONG THE 1 SIDEWALL ABOVE THE GUARD DESK TOP (REF: S1.4.581.4) AND BELOW THE WINDOW TO ILLUMINATE THE DESK.
-LIGHT TO BE TIED TO THE IGNITION.

- Special-17 S3.1.406 : LED FLUSH MOUNTED LIGHTS IN CEILING OF CENTER AISLE BETWEEN CELLS, TO 1 INCLUDE STAINLESS STEEL MESH COVERS.

- Special-18 S3.3.85.6 : RADIO COMPARTMENT INSTALLED AT FRONT OF #1 R.H. BAGGAGE COMPARTMENT 1 FOR FUTURE INSTALLATION OF 2-WAY RADIO TRANSMITTER BY CUSTOMER.



- Special-19 S3.3.620.151 : SEON SURVEILLANCE SYSTEM TO INCLUDE THE FOLLOWING: 1
- ON BOARD EQUIPEMENT
 - 9 CAMERA SYSTEM
 - DIGITAL VIDEO RECORDER
 - MONITORS IN THE FORWARD OFFICER POSITION W/FRONT MOUNT (1 PER VEHICLE)
 - 4 LED DISPLAY
 - CABLE LED DISPLAY
 - CABLE INTERFACE TO DVR
 - CABLE CAMERA POWER
 - TRAINING AND DOCUMENTATION
 - PLAYBACK SOFTWARE
 - EIGHT (8) INTERIOR CAMERAS
 - ONE (1) EXTERIOR CAMERA AT CURBSIDE FRONT OF COACH FACING REARWARD
 - BACKUP CAMERA TIED INTO SEON SYSTEM
 - TWO PANIC BUTTONS SUPPLIED WITH SYSTEM
 - WI-FI CAPABILITIES.
- Special-20 S3.6.86.4 : 12 VOLT 30 AMP 6 STUD TERMINAL BLOCK MOUNTED IN THE RADIO BOX AT THE MID 1 POINT OF THE LEFT WALL.
- Special-21 S3.6.161 : 12 VOLT POWER SOURCE AND 40 AMP. BREAKER INSTALLED IN REAR ELECTRICAL 1 JUNCTION BOX.
- Special-22 S3.6.167.2 : 12 VOLT POWER SOURCE WITH TERMINAL BLOCK TO TERMINATE AT CORNER OF RH 1 (CURB SIDE) MODESTY PANEL AND SIDEWALL AREA WIRED HOT.
- Special-23 S4.1.98 : TAG AXLE UNLOADING SYSTEM, WITH CONTROLS IN DRIVER'S AREA. PROGRAMMED 1 TO SHUT OFF UN-LOAD SYSTEM AT 10 M.P.H.
- Special-24 S4.4.64.5 : HEATED FUEL PRO W/WATER SENSOR IN LIEU OF BASIC FUEL PRO. HEATER TO BE 1 ENABLED WITH MASTER ON.
- Special-25 S4.7.375 : RADIUS ROD BUSHINGS TO BE CLEVITE 836520, IN LIEU OF BASIC. 1



Special-26 S4.7.510 : HUBODOMETER-RH DRIVE AXLE IN MILES 1

Special-27 S4.8.TBA : DELIVER COACH TO RIVERSIDE SHERIFF DEPARTMENT, - RIVERSIDE, CA W/FULL 1 TANK OF FUEL

Special-28 S5.10.59.8 : FREEDMAN CITI SHELL MODELS CENTER T PEDESTAL MOLDED PLASTIC SEATS IN A 1 51 PASSENGER W/O LAV INMATE ARRANGEMENT, TO INCLUDE: CELL AREA: - (3) 2 IN-MATE CAPACITY 32" WIDE SEATS ON ROADSIDE IN CELLS - (3) 2 IN-MATE CAPACITY 32" WIDE SEATS ON CURBSIDE IN CELLS 1ST SEGREGATION AREA: - (2) 3 IN-MATE CAPACITY 47" WIDE SEATS ON ROADSIDE - (1) 2 IN-MATE CAPACITY 32" WIDE SEAT ON ROADSIDE - (3) 2 IN-MATE CAPACITY 32" WIDE SEATS ON CURBSIDE 2ND SEGREGATION AREA: - (1) 3 IN-MATE CAPACITY 47" WIDE SEAT ON ROADSIDE - (1) 2 IN-MATE CAPACITY 32" WIDE SEAT ON ROADSIDE - (2) 2 IN-MATE CAPACITY 32" WIDE SEAT ON CURBSIDE 3RD SEGREGATION AREA: - (2) 3 INMATE CAPACITY 47" WIDE SEATS ON ROADSIDE - (2) 2 INMATE CAPACITY 32" WIDE SEATS ON CURBSIDE - (2) 3 INMATE CAPACITY 47" WIDE REAR CROSS SEAT - SEAT COLOR - DARK GREY

Special-29 S6.8.42.14 : RECARO ERGO M3PT (AM80) AIR RIDE DRIVER SEAT, VPN: 8HC.M1.T21.XXXX 1 PROVIDED WITH THE FOLLOWING FEATURES: -THREE INCH RISER TO FIT MCI D COACH -BOTH 3" & 7" SETBACK IN BLACK POWDER COAT WITH FLOOR TETHERS -AIR SUSPENSION -400 POUND CAPACITY -WITH 6.0 INCHES TRAVEL AND ADJUSTMENT -DUAL SHOCK (LH ADJUSTABLE) -AIRTRACK WITH CENTER MANUAL SLIDE RELEASE AND 9.25 INCHES FORE/AFT TRAVEL -SEAT CUSHION WITH 17 DEGREE TILT AND 2 INCHES LENGTH ADJUSTMENT -SEAT BACK WITH 12 DEGREE RECLINE STOP -DUAL RECLINER ADJUSTMENT, -TRIPLE AIR LUMBAR AND 4 WAY ADJUSTABLE HEADREST -INTEGRAL 3 POINT SEAT BELT WITH LH BELT RETRACTOR AND RH CONTROLS -WITH RH ARMREST -WITHOUT OPTIONAL I/O OR RECARO SEAT CUSHION ALARM



Special-30	S6.10.90 : LH ARMREST FOR RECARO DRIVERS SEAT TO BE SHIPPED LOOSE.	1
Special-31	S4.7.550 : EBERSPAECHER HYDRONIC M12 12 KW AUXILIARY HEATER (CARB APPROVED)	1

Customer Initials:  Date: _____

Spec #: C-16803

Printed by Michael Harpin on:
4/21/2022



Selected Upholstery / Fabrics

Upholstery Locations

Selected Upholstery

Inmate Seats

Seat Color:

Dark Grey RAL 7012

Driver's Seat

Headrest:

Black Cloth

Cushion & Back:

Black Cloth

Sideboxing:

Black Cloth

Seat Back Panel:

Standard Black Plastic

Front Guard Seat(s)

Headrest:

Black Cloth

Cushion & Back:

Black Cloth

Sideboxing:

Black Cloth

Seat Back Panel:

Standard Black Plastic

Flooring

Interior Flooring:

Altro

Meta TFM 27903 Storm

Customer Initials:  Date: _____

Spec #: C-16803

Printed by Michael Harpin on:
4/21/2022



South Coast Air Quality Management District

Contract No. **C21302**
Carl Moyer Program

This Contract consists of 21 pages.

1. PARTIES

The parties to this contract ("Contract") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and County of Riverside – Sheriff's Department (referred to here as "CONTRACTOR") whose address is 4095 Lemon Street, Riverside, California 92501.

2. RECITALS

- A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California. SCAQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. This Carl Moyer Program-funded Contract will provide funding for eligible Equipment in order to generate cost-effective (if applicable) and surplus air emission reductions within the geographical boundaries of the South Coast Air Quality Management District. Accordingly, the parties desire to enter into this Contract for the project described in Attachment 1 - Statement of Work, attached here and made a part here by reference.
- B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
- C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
- D. "Equipment," as used in this Contract, means the equipment described in Attachment 1 - Statement of Work and funded in whole or in part by the Carl Moyer Program, which may include, but is not limited to, trucks, engines, marine vessels, retrofit devices, infrastructure, cargo handling equipment and/or locomotives, as applicable.

3. PERFORMANCE REQUIREMENTS

- A. CONTRACTOR agrees to obtain and maintain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees. CONTRACTOR further agrees to immediately notify SCAQMD in writing of any change in its licensing status which has a material impact on the CONTRACTOR's performance under this Contract.
- B. CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. Unless otherwise stated herein, all reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
- C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and CONTRACTOR represents and warrants that it has no business, professional, personal or other interest that would conflict in any manner or degree with the performance of its obligations under this Contract. If any such actual or potential conflict of interest arises during the term of this Contract, CONTRACTOR shall immediately inform SCAQMD in writing, and SCAQMD may, in its sole judgment, terminate this Contract immediately upon written notice to CONTRACTOR.

D. CONTRACTOR shall require its subcontractors to abide by the requirements set forth in this Contract.

4. TERM

The term of this Contract is from the last date of execution by the parties, which is the effective date of this Contract, to August 1, 2030, unless further extended by amendment of this Contract in writing. Except as otherwise provided herein, no work shall commence until this Contract is fully executed by all parties. CONTRACTOR assumes all financial risk and is in no way guaranteed Carl Moyer Program funds for work done prior to the effective date of this Contract. The Contract term above encompasses both the project completion and project implementation periods, as described below, to ensure that the SCAQMD and the California Air Resources Board ("CARB") can fully enforce the terms of this Contract during the life of this Carl Moyer Program-funded project.

- A. Project Completion - Project completion is the time frame starting with the date of Contract execution by both parties to the date the project post-inspection confirms that the project has become operational. This includes the time period when the Equipment described in Attachment 1 - Statement of Work is ordered, delivered and installed.
- B. Project Implementation - The project implementation time frame is the second part of the Contract term and equals the project life, which is the number of years that the Equipment must operate as specified in the Attachment 1 - Statement of Work to obtain surplus emissions reductions that are cost-effective. CONTRACTOR is required to operate and maintain the Carl Moyer Program-funded Equipment according to the terms of this Contract for the full project implementation period.

5. TIME PERIOD FOR CONTRACT EXECUTION

This Contract must be signed by the CONTRACTOR and received by SCAQMD within sixty (60) days from the receipt of the Contract by the CONTRACTOR. Failure to timely sign and return the Contract to SCAQMD may result in the withdrawal of the award. Time is of the essence in executing this Contract.

6. TERMINATION

- A. CONTRACTOR's failure to comply with any term or condition of this Contract shall constitute a material breach of this Contract. The SCAQMD will either notify the CONTRACTOR that it must timely cure this breach, or provide ten (10) days' written notification of SCAQMD's intention to terminate this Contract. The SCAQMD reserves all rights under law and equity to enforce this Contract or to recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part without cause upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as otherwise directed by SCAQMD, discontinue any work being performed under this Contract and cancel all of CONTRACTOR'S orders in connection with such work, and shall use its best efforts to terminate existing subcontracts upon terms satisfactory to the SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any work already in progress and to dispose of any property as requested by SCAQMD. CONTRACTOR shall also promptly deliver to SCAQMD all copies of documentation and other information and data prepared or developed by CONTRACTOR under this Contract. CONTRACTOR will be paid in accordance with this Contract for work performed before the effective date of termination.
- C. Should CONTRACTOR terminate this Contract in whole or in part prior to the completion of the Contract term, such as in the event of an accident resulting in total loss of the Equipment or where

the Equipment has been stolen, CONTRACTOR shall notify the SCAQMD within 10 business days and must submit written documentation to SCAQMD, such as police and/or insurance reports as well as any other information requested by SCAQMD. CONTRACTOR will, at the discretion of SCAQMD, be responsible either for returning to SCAQMD a pro-rated share of the funds already paid under the Contract, in an amount to be determined by SCAQMD, or for providing a substitute equipment that meets the specifications of the replacement or repowered Equipment as described in the Attachment 1 - Statement of Work.

7. STOP WORK

SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

8. INSURANCE

- A. CONTRACTOR shall furnish evidence to SCAQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
- B. CONTRACTOR shall furnish evidence to SCAQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. SCAQMD must be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- C. CONTRACTOR shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. SCAQMD must be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
- E. All insurance certificates must be sent to SCAQMD Risk Management, by email (insurancecertificate@aqmd.gov) or by fax (909-396-3979). **The SCAQMD Contract Number must be included on the face of the certificate.**
- F. CONTRACTOR agrees to maintain the above required insurance as well as property insurance with sufficient limits to cover the loss of the Equipment. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of Contract performance. Failure to provide evidence of current coverage is grounds for termination for breach of Contract.

- G. If CONTRACTOR subcontracts all or part of the work under this Contract, CONTRACTOR shall require its subcontractors to comply with the above-mentioned insurance requirements and to name SCAQMD as an additional insured in the above-mentioned insurance policies.

9. INDEMNIFICATION

CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.

10. COMPLIANCE WITH CARL MOYER PROGRAM GUIDELINES

CONTRACTOR warrants that the project upon which this Contract is based complies, as applicable, with CARB's current Carl Moyer Program Guidelines, Advisories and Mail-Outs (collectively, "CMP Guidelines"), which are incorporated herein by reference, and which include, but are not limited to, the following:

- A. The project described in the Statement of Work is not required by any local, state and/or federal rule or regulation, memorandum of understanding/agreement, settlement agreement, mitigation requirement, or other legal mandate.
- B. The low emissions technology used in the project has been certified or verified by CARB and meets the applicable NOx, PM and/or ROG requirements, or if it has not been certified/verified by CARB, the low emissions technology has been approved by CARB on a case-by-case basis.
- C. Rights to the emission reductions generated by the project must not be claimed by any participant as emission reduction credits or be used under any emission averaging banking and trading program. In addition, rights to the emission reductions may not be claimed by the engine or equipment manufacturer in any flexibility or "early introduction" incentive program.
- D. The Equipment must not have been ordered or purchased prior to the date of the SCAQMD Governing Board approval of the Contract award.
- E. For repowers and replacement projects, the existing (old) engine must be destroyed and rendered permanently unusable and irreparable. There must be no cannibalization of parts from the old engine. Destruction methods and requirements are specified in the Statement of Work and the CMP Guidelines.
- F. For repower projects, the installation of the engine must be completed in a manner such that it does not void the engine warranty provided by the manufacturer and any remaining warranty provided by the equipment manufacturer.
- G. In signing this Contract, CONTRACTOR certifies that its fleet and Equipment are in compliance with all applicable federal state, and local air quality rules and regulations at the time of Contract execution, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
- H. The project must be included when defining the size of the CONTRACTOR's fleet for determining regulatory requirements.

- I. Throughout the Contract term, the project must not be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance.

11. NO LEASE-TO-OWN AGREEMENTS

CONTRACTOR may not enter into any lease-to-own agreements for any Equipment funded in whole or in part under this Contract. Failure to comply with this provision shall result in CONTRACTOR returning some or all of the Contract funds, as determined by SCAQMD at its sole discretion. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

12. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed in the performance of this Contract are in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

13. VIOLATION OF LABOR LAWS

CONTRACTOR shall promptly notify SCAQMD in writing if CONTRACTOR has been found by a court or federal or state agency to have violated labor laws. CONTRACTOR shall complete a yearly certification in which CONTRACTOR shall either state it has not been found by a court or federal or state agency to have violated labor laws or, if such violations have been found, CONTRACTOR shall give SCAQMD details about those violations in the certification. If CONTRACTOR has previously provided that information to the SCAQMD, it shall reattach that previous notification to the certification and provide any additional details about those violations that have not previously been provided. CONTRACTOR's yearly certification shall be due at the same time as the annual progress report(s) set forth in Attachment 1A of the Statement of Work. SCAQMD reserves the right to terminate this Contract upon such a finding, and CONTRACTOR shall, at SCAQMD's request, return any and all Contract funds, as determined by SCAQMD. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

14. INCORPORATION OF CARL MOYER PROGRAM APPLICATION

CONTRACTOR'S application for the project funded under this Contract is hereby incorporated by reference and made a part of this Contract. In the event of a conflict between the terms and conditions of this Contract and CONTRACTOR's application, this Contract shall govern.

15. MAINTENANCE

CONTRACTOR shall maintain the Equipment in accordance with the manufacturer's specifications for the project life. Tampering with the engine is strictly prohibited. CONTRACTOR is responsible for maintaining a working hour meter or other SCAQMD-approved measuring device to track Equipment usage for projects that use hours of operation as a means of calculating emission reductions and cost-effectiveness. If the hour meter/usage device fails, CONTRACTOR must immediately notify SCAQMD, and CONTRACTOR remains responsible for validating any hours not recorded by the hour meter/usage device. The CONTRACTOR must either repair or replace the non-operating meter/device or provide other documentation of Equipment operating hours acceptable to SCAQMD.

16. RECORDS RETENTION, ON-SITE INSPECTIONS AND AUDIT

- A. CONTRACTOR agrees to the following Records Retention Period: maintain records related to this Contract during the Contract term and continue to retain these records for a period of three years beyond the Contract term.
- B. SCAQMD, CARB, or its designee(s), shall have the right to conduct on-site inspections of the project and to audit records related to this Contract during the Records Retention Period. CONTRACTOR agrees to include a similar right for these agencies to conduct on-site inspections and audits in any related subcontract.
- C. If an amount is found to be inappropriately expended, CONTRACTOR shall reimburse SCAQMD, or SCAQMD may withhold payment from CONTRACTOR, as applicable, in the amount equal to the amount which was inappropriately expended. Such withholding or reimbursement shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

17. INSPECTIONS

- A. A Pre-Inspection shall be conducted by the SCAQMD on **all** existing (old) equipment (including engines and vehicles) prior to any work commencing under this Contract. SCAQMD must verify that CONTRACTOR has met all requirements of the Carl Moyer Program regarding eligibility of the existing equipment. This includes documentation of the type of equipment, operational condition, mileage, vehicle and engine identification. This Contract may be modified or terminated based upon the results of the Pre-Inspection should the SCAQMD determine that: the existing equipment is non-operational; does not match the information submitted for analysis (i.e. vehicle make, model, model-year, engine type, horsepower, model year, etc.); or other factors exist that would not result in calculated real, quantifiable, and surplus emission reductions. For fleets owned or operated by public agencies, SCAQMD may conduct the Pre-Inspection by requiring the public agency to provide documentation to verify that all requirements of the Carl Moyer Program regarding eligibility of existing equipment/vehicles/engines are met. It is the responsibility of the CONTRACTOR to contact SCAQMD and arrange a Pre-Inspection of the existing equipment, and to confirm with SCAQMD that the equipment has been pre-inspected and is eligible to participate in the Carl Moyer Program.
- B. A Post-Inspection shall be conducted by the SCAQMD after receipt of the invoice from the CONTRACTOR. SCAQMD must verify that CONTRACTOR has met all requirements of the Carl Moyer Program. Final payment will not be made unless the SCAQMD verifies that: the Equipment, retrofit device or engine listed in the Statement of Work has/have been installed; that the Equipment is operational; and, where applicable, that the replaced engine(s) or vehicle(s) has/have been destroyed and rendered useless and there is no evidence of cannibalization of parts from the old engine(s). For fleets owned or operated by public agencies, SCAQMD may conduct the Post-Inspection through a statistically significant random sample of the vehicles, where the project under this Contract consists of more than twenty (20) vehicles.

18. MONITORING AND ENFORCEMENT

CONTRACTOR agrees to operate the Equipment according to the terms of this Contract, including the CMP Guidelines, and to cooperate with SCAQMD and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable. CONTRACTOR also understands and agrees that in addition to SCAQMD, CARB, as an intended third-party beneficiary of this Contract, also has the right to enforce the terms of this Contract to ensure emission reductions are generated. SCAQMD and CARB will seek whatever legal, equitable

and other remedies are available for CONTRACTOR's failure to comply with the terms of this Contract, including the CMP Guidelines.

19. REPORTING REQUIREMENTS

CONTRACTOR shall submit reports in accordance with Attachments 1, 1A and 1B, attached here and incorporated herein by reference. Non-compliance with the reporting requirements of this Contract may result in the implementation of on-site monitoring by the SCAQMD, in addition to any other remedies available to the SCAQMD.

20. SUCCESSORS-IN-INTEREST

This Contract shall be binding on and inure to the benefit of each party's heirs, executors, administrators, successors, and assigns.

21. EQUIPMENT USAGE

- A. At least 24 months of documented and verified historic usage is required for the baseline engine, such as miles traveled, hours operated, or fuel consumed, and in this case usage is not required to be in the contract. If this information is not available, SCAQMD may estimate the usage for the old engine and the estimated usage must be included in the Contract.
- B. The percentage of each Equipment's annual mileage or engine hours of operation that must be accrued within the geographical boundaries of the South Coast Air Quality Management District, shall be in accordance with Attachment 1 - Statement of Work. Information included in the annual reports required under this Contract will be used to verify this usage.
- C. CONTRACTOR is prohibited from removing the Equipment from service in California during the term of this Contract, unless the Equipment becomes inoperable, is rendered a total loss in an accident, or is stolen, in accordance with the requirements set forth in sub-Clause 6.C. through mechanical failure of components or systems, and cannot be repaired or replaced, and such failure is not caused by CONTRACTOR'S negligence, misuse, or malfeasance; or if the Equipment is stolen, or is damaged beyond repair or replacement due to accident, theft or vandalism, also in accordance with the requirements set forth in sub-Clause 6.C. and as confirmed by a police report and/or an insurance determination of loss due to accident, theft or vandalism. CONTRACTOR shall notify SCAQMD within 10 business days if the Equipment is removed from service in California.
- D. If the Equipment usage reported in the annual report does not meet the usage specified in Attachment 1 - Statement of Work, the SCAQMD will flag the project. SCAQMD will take appropriate action to ensure the usage requirement is met, which may include, but is not limited to, recapturing funds in an amount proportional to the unmet usage or extending the project life.

22. FUNDS FROM OTHER SOURCES

- A. In signing this Contract, CONTRACTOR certifies that it has disclosed all other funding sources that it applied for or received for the project described in the Statement of Work. CONTRACTOR must notify SCAQMD of additional sources of funding received for the total cost of the project, including any sources that become available after contract execution.
- B. CONTRACTOR agrees that failure to disclose shall, at a minimum, result in disqualification from receiving funding for that project, the recapture of funds, and may result in CONTRACTOR being banned from submitting future applications to any and all Carl Moyer Program solicitations.
- C. CONTRACTOR shall return any grant funds it has received in excess of the total project cost.

- D. CONTRACTOR certifies that no emission reductions generated by this project shall be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity.
- E. The total amount of public funds received by CONTRACTOR for the same project during the term of this Contract must not exceed eighty-five (85) percent of the project cost. If the total amount of public funds exceeds eighty-five percent, CONTRACTOR shall return sufficient amounts to SCAQMD to decrease the total amount of public funds funding the same project to eighty-five percent.

23. PAYMENT

- A. SCAQMD will reimburse CONTRACTOR an amount not-to-exceed One Hundred Eleven Thousand Nine Hundred Forty-Five Dollars (\$111,945) in accordance with Attachment 2, Payment Schedule, attached here and incorporated herein by reference.
- B. Payment may be made directly to the vendor upon submission of an itemized invoice from the CONTRACTOR requesting that such direct payment be made. If the purchase is being financed, CONTRACTOR may choose to have the payment sent directly to the financing company, or provide SCAQMD with proof of payment to the financing company in order for CONTRACTOR to be reimbursed. Payments made under this Contract must be used to reduce the principal owed for the Equipment.
- C. Before any payment can be made, CONTRACTOR must submit itemized invoices and the Post-Inspection pursuant to Clause 17.B. must indicate that the project is operational. The itemized invoices must include enough detail to ensure that only eligible project costs are paid, in accordance with the CMP Guidelines. Each invoice must be prepared in duplicate, on company letterhead, and list SCAQMD's Contract number, period covered by invoice, and CONTRACTOR's Social Security Number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: Carl Moyer Contract Administrator, Technology Advancement, 21865 Copley Drive, Diamond Bar, CA 91765-4178.
- D. Payment under this Contract is contingent upon receipt of funds from CARB.
- E. SCAQMD may de-obligate from the Contract, funds that remain unexpended as required in the Contract, upon thirty (30) days' written notice to CONTRACTOR. By signing this Contract, CONTRACTOR acknowledges consent to de-obligation of non-expended funding.

24. SECURITY INTEREST

CONTRACTOR hereby grants SCAQMD a security interest in any and all Equipment purchased in whole or in part with funding provided by SCAQMD pursuant to this Contract. CONTRACTOR acknowledges and agrees that SCAQMD shall have all lien rights as a secured creditor on any and all equipment purchased in whole or in part by the CONTRACTOR under this Contract or any amendments thereto. The SCAQMD shall have lien rights in effect until the CONTRACTOR satisfies all terms under the Contract, including but not limited to, the use and reporting requirements. **Accordingly, CONTRACTOR further agrees that SCAQMD is authorized to file a UCC filing statement or similar security instrument to secure its interests in the Equipment that is the subject of the Contract.** In the event CONTRACTOR files for bankruptcy protection, CONTRACTOR shall notify SCAQMD within 10 business days of such filing.

25. MOBILE SOURCE EMISSION REDUCTION CREDITS

No emission reductions generated by Carl Moyer Program-funded projects may be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity. All

validated emission reductions shall be applied toward the State Implementation Plan (SIP) attainment demonstration. All emission reductions generated from the expenditure of Carl Moyer funds may not be converted into tradable credits, and shall be used for the sole purpose of meeting the attainment schedule contained in the applicable SIP. This provision does not apply to infrastructure projects that generate credits in the Low Carbon Fuel Standard program.

26. INTELLECTUAL PROPERTY RIGHTS

Title and full ownership rights to any intellectual property developed under this Contract shall at all time remain with SCAQMD. Such material is agreed to be SCAQMD's proprietary information.

- A. Rights of Technical Data - SCAQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use data for its own benefit.
- B. Copyright - CONTRACTOR agrees to grant SCAQMD a royalty free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.

27. NOTICES

All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: David Chen, email: dchen@aqmd.gov

CONTRACTOR: County of Riverside – Sheriff's Department
4095 Lemon Street
Riverside, CA 92501
Attn: Chad Bianco, email: grants@riversidesheriff.org

28. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD or CARB, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for,

CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements. CONTRACTOR shall promptly notify SCAQMD of any material changes to subcontracts that affect the Contract's scope of work, deliverable schedule, and/or payment/cost schedule.

29. PUBLICATION

- A. SCAQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from SCAQMD in connection with performance under this Contract.
- B. Information, data, documents, photographs or reports developed by CONTRACTOR for SCAQMD, pursuant to this Contract, shall be part of SCAQMD's public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to SCAQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management District (SCAQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of SCAQMD. SCAQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. SCAQMD has not approved or disapproved this report, nor has SCAQMD passed upon the accuracy or adequacy of the information contained herein."

30. NON-DISCRIMINATION

In the performance of this Contract, CONTRACTOR shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, mental status, medical condition, physical or mental disability, or allow unlawful denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. CONTRACTOR shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.

31. ASSIGNMENT AND TRANSFER OF EQUIPMENT

- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.
- B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of the Equipment, prior to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. **CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD.**

32. NON-EFFECT OF WAIVER

The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

33. ATTORNEYS' FEES

In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.

34. FORCE MAJEURE

A party shall not be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the party's reasonable control.

35. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

36. HEADINGS

Headings on the Clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

37. SIGNATURES

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. Further, the parties agree that this Contract or any counterpart may be executed and delivered by transmitting a manual signature by fax or .pdf, which shall have the same force and effect as copies executed and delivered with original manual signatures.

38. GOVERNING LAW

This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.

39. CITIZENSHIP AND ALIEN STATUS

A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of

employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to ensure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.

- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

40. SUBCONTRACTOR APPROVAL

If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Such prior approval applies only to subcontractors not already included in Attachment 1, Statement of Work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.

41. TAX IMPLICATIONS FROM RECEIPT OF CARL MOYER PROGRAM FUNDS

CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of funds under the Carl Moyer Program.

42. DISCLAIMER OF WARRANTY

The decision to participate in the Carl Moyer Program and to purchase Program-eligible Equipment is CONTRACTOR's decision. **SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or Equipment.** SCAQMD will not be financially responsible or otherwise liable for the installation or performance of the Equipment.

43. ENTIRE CONTRACT

This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.

44. AUTHORITY

The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

Contract No. **C21302**
Carl Moyer Program

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

COUNTY OF RIVERSIDE – SHERIFF'S DEPARTMENT

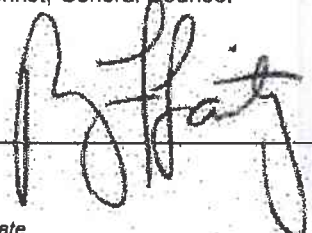
By: _____
For Ben J. Benoit, Chair, Governing Board

By: _____
Name: Chad Bianco
Title:

Date: _____

Date: _____

APPROVED AS TO FORM:
Bayron T. Gilchrist, General Counsel

By: _____


FORM APPROVED COUNTY COUNSEL
BY: APD 5/10/2022
AMRIT P. DHILLON DATE

//Moyer Boilerplate
Updated: October 30, 2020

ATTACHMENT 1

**STATEMENT OF WORK
COUNTY OF RIVERSIDE - SHERIFF'S DEPARTMENT
FY 2019-2020 CARL MOYER PROGRAM**

The purpose of this Contract is to reduce emissions from the replacement or repower of an older on-road, heavy-duty vehicle with a low or zero emission vehicle or engine, as specified in Table 1.

Table 1: Project Information

Project Type	Old Vehicle		Specifications for Replacement Vehicle*				
	Unit #	VIN	GVWR	Engine Intended Service Class	Required NOx Level **	Required PM Level**	% Operation in SCAQMD Jurisdiction
Replacement	07-143	1M81DMPA87P057418	≥33,001	Prison Transport	0.2	0	100%

*Engine model year must be 2013 or newer

**Based on CARB Executive Order

Task 1: Inspections

- 1.1 CONTRACTOR shall make each old vehicle/engine identified in Table 1 available to SCAQMD staff for a pre-inspection prior to any work commencing to implement this Contract in accordance with the Inspections Clause in this Contract. All vehicles must be roadworthy and in operational condition. CONTRACTOR shall provide access to all vehicle identification numbers, engine serial numbers and other application information to verify eligibility of vehicles and engines.
- 1.2 For replacement projects, CONTRACTOR or dealer shall notify the SCAQMD in writing when the old vehicle is ready for the pre-dismantle inspection. Upon notification by CONTRACTOR or dealer, the SCAQMD will conduct the required pre-dismantle inspection to verify the vehicle is in similar condition as found in the pre-inspection and has not been stripped of parts in accordance with the Carl Moyer Program Guidelines. (Note: To improve program efficiency, CONTRACTOR or dealer shall make every effort to coordinate the pre-dismantle inspection at the same time as the post-inspection for the replacement vehicle/engine).
- 1.3 CONTRACTOR shall ensure each old vehicle/engine identified in Table 1 is delivered to an SCAQMD-approved dismantler within 60 calendar days after receipt by the dealer. If CONTRACTOR elects to take the old vehicle/engine directly to an SCAQMD-approved dismantler, then the old vehicle/engine must be delivered to the dismantler within 60 calendar days after receiving the replacement or repowered vehicle.

- 1.4 CONTRACTOR or dealer shall notify the SCAQMD in writing upon delivery of the old vehicle/engine to an SCAQMD-approved dismantler. Upon notification, the SCAQMD will conduct the required dismantle inspection to verify the frame rails were completely severed and the engine was destroyed in accordance with the Carl Moyer Program Guidelines.
- 1.5 CONTRACTOR shall make each replacement or repowered vehicle identified in Table 1 available to SCAQMD staff for a post-inspection in accordance with the Inspections Clause of this Contract.

Task 2: Procurement of Vehicle(s)

- 2.1 CONTRACTOR shall provide documentation of procurement of vehicle(s) with engines that meet the emission standards specified in Table 1. This documentation shall include, at a minimum, an itemized invoice, including identification of any taxes, delivery fees and other costs, with sufficient details to ensure that only completed and eligible projects costs are reimbursed, identification of other sources and amounts of funding (if any), and vehicle identification information including but not limited to vehicle make, model, model year and fuel type; warranty coverage and a copy of the CARB Executive Order for the procured vehicle/engine. This documentation shall be submitted to SCAQMD at the time of invoice submittal.
- 2.2 Notwithstanding the above requirement, CONTRACTOR is responsible for determining that the vehicle or engine to be purchased complies with all applicable federal, state, and local air quality rules and regulations. The replacement or repowered vehicle must be equipped with an engine that is certified by CARB to the emission levels specified in Table 1. Replacement electric vehicles and non-combustion hybrid vehicle must have a CARB approval letter confirming the vehicle does not emit any vehicle exhaust emissions or fuel-based evaporative emissions. For repower projects, prototype testing results must be provided to SCAQMD showing that the testing complied with the engine manufacturer quality assurance process that is equivalent to an Original Equipment Manufacturer (OEM) package.
- 2.3 If CONTRACTOR determines that it will be unable to procure or install the vehicle or engine identified in Table 1, CONTRACTOR shall inform SCAQMD in writing as soon as possible so that SCAQMD may re-evaluate the project and determine if an amendment to the Contract is needed.

- 2.4 In accordance with the Termination Clause of this Contract, in the event of an accident resulting in total loss of the vehicle or where the vehicle has been stolen, CONTRACTOR will, at the discretion of SCAQMD, be responsible either for returning to SCAQMD a pro-rated share of the funds already paid under the Contract, in an amount to be determined by SCAQMD, or for providing a substitute vehicle that meets the specification of the replacement vehicle specified in Table 1. The substitute vehicle cannot have more miles than would have been accumulated based on the mileage used to determine the funding amount, or no more than 600,000 miles for HHD vehicles, 350,000 miles for MHD vehicles, and 250,000 miles for LHD vehicles.

Task 3: Operation of Vehicle(s)

- 3.1 CONTRACTOR shall place the replacement or repowered vehicle(s) that meet above mentioned emission standards into regular operating service and shall inform the SCAQMD where the vehicle is domiciled within the geographical boundaries of the South Coast Air Quality Management District.
- 3.2 CONTRACTOR agrees to operate the replacement or repowered vehicle within the geographical boundaries of the South Coast Air Quality Management District for the percentage of time specified in Table 1 based on annual usage, and at least 51% of the annual usage must be in California during the project life.
- 3.3 CONTRACTOR agrees to make operational information for the vehicle(s) identified in Table 1 available, upon reasonable notice, to SCAQMD or CARB staff during the life of the project. This information may include annual mileage or the amount of fuel consumed.
- 3.4 The expected usage of the vehicle and annual emission reductions are specified in Table 2 below.

Table 2 –Annual Usage and Emission Reductions

Old Vehicle Unit#	Annual Usage (miles) *	Total Annual Weighted Surplus Emission Reductions (tons/year)	Project Life
07-143	27744	0.26	14

*The expected emission reductions from this project were based on 24 months of historical usage data provided by the applicant. The annual usage for this project will be monitored by SCAQMD to verify that the expected emission reductions are achieved. If the average annual usage over a 3-year period falls below 70% of the usage level specified in Table 2, the SCAQMD may, at its discretion, consider taking action to address the underutilization.

- 3.5 CONTRACTOR shall also correct any outstanding CARB equipment violations associated with the owner’s entire fleet(s) prior to Contract execution and throughout the project life. Projects funded under this Contract cannot be used to generate credits or compliance extension and must be included when defining the size of the fleet for determining regulatory requirements.

- 3.6 CONTRACTOR agrees to permanently display one SCAQMD decal in a prominent location on each vehicle purchased pursuant to this Contract. Decals will be provided by SCAQMD upon notification that each subject vehicle and/or station becomes operational. CONTRACTOR shall maintain the decal for the life of the equipment subject to this Contract. Should any decal become damaged, faded, or otherwise unreadable, CONTRACTOR shall request a replacement decal from SCAQMD and apply the new decal in the same or other prominent location. SCAQMD shall not be responsible for damage to paint or other surfaces arising from application or removal of decals.

Task 4: Destruction of Existing Vehicle(s)

- 4.1 CONTRACTOR shall ensure the old vehicle(s) or engine(s) identified in Table 1 are delivered to an SCAQMD-approved dismantler within 60 calendar days after receipt by the dealer. If CONTRACTOR elects to take the old vehicle/engine directly to an SCAQMD-approved dismantler, then the old vehicle/engine must be delivered to the dismantler within 60 calendar days after receiving the replacement or repowered vehicle.
- 4.2 CONTRACTOR will be required to provide documentation verifying the old vehicle/engine was delivered to an SCAQMD-approved dismantler. If CONTRACTOR turns in the old vehicle/engine to a dealer, then the dealer must certify that they have delivered the old vehicle/engine to an SCAQMD-approved dismantler within 60 days.
- 4.3 CONTRACTOR shall ensure the old vehicle/engine is scrapped by the DMV-licensed SCAQMD-approved dismantler within 60 calendar days upon receipt by the dismantler.
- 4.4 CONTRACTOR shall not use any of the funding under this Contract to cover costs associated with transporting the vehicle to a dismantler or the dismantling of the old vehicle(s).

ATTACHMENT 1A
PROJECT MILESTONES
COUNTY OF RIVERSIDE - SHERIFF'S DEPARTMENT
FY 2019-2020 CARL MOYER PROGRAM

<u>Milestone</u>	<u>Due Date</u>
Delivery & Acceptance Completed	June 30, 2023
All Vehicles In-Service & Post-Inspections Completed	June 30, 2023
Invoices Due No Later Than	July 31, 2023
Annual Project Progress Reports and Annual Certification Regarding Labor Law Violations	August 1, 2024 August 1, 2025 August 1, 2026 August 1, 2027 August 1, 2028 August 1, 2029 August 1, 2030

ATTACHMENT 1B

DELIVERABLES COUNTY OF RIVERSIDE - SHERIFF'S DEPARTMENT FY 2019-2020 CARL MOYER PROGRAM

In addition to the deliverables set forth in the above-referenced Statement of Work, CONTRACTOR shall supply the following reports (using Attachment 3 Annual Report Form) to the SCAQMD under this Contract. Each submitted report shall be stapled, not bound, printed in black ink, double-sided type, on an 8-1/2 by 11 inch page, and shall include camera-ready originals.

1. Two stapled copies of an annual report, to be submitted annually for the term of the Contract. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). The annual report shall include, but not be limited to, the following:
 - a. Reference to SCAQMD Contract number and title of project.
 - b. A description of the funded vehicles, including:
 - Unit ID#
 - Vehicle Identification Number (VIN)
 - Vehicle make and model
 - Engine make, model, horsepower, and serial number.
 - c. A description of the operation of the vehicles, including:
 - Estimated percentage of time the vehicle has been operated in California
 - Vehicle miles traveled during the report period (including the date the odometer reading was taken and the annual miles traveled).
 - Discussion of vehicle performance, including operational performance and repairs and maintenance performed.
 - d. Problems - a discussion of significant problems encountered during the year and how they were resolved.

ATTACHMENT 2

**PAYMENT SCHEDULE
COUNTY OF RIVERSIDE - SHERIFF'S DEPARTMENT
FY 2019-2020 CARL MOYER PROGRAM
COMMUNITY AIR PROTECTION AB134 FUND (77)**

CONTRACTOR shall be reimbursed up to the amount outlined in Table 3 below for each replacement or repowered vehicle, as applicable. For each vehicle, SCAQMD payment shall not exceed the eligible costs of each vehicle or the amounts identified in Table 3 below, whichever is less. CONTRACTOR will be reimbursed after passing a post-inspection, submitting all the required documents for payment, including invoices, proof of payment and destruction, and verification of delivery, acceptance and placement into service. Payment will not be made if CONTRACTOR has any outstanding CARB violations associated with the CONTRACTOR's entire fleet(s) or is not in compliance with all applicable federal, state, and local air quality rules and regulations.

Table 3 – Maximum Reimbursement Amount

Old Vehicle Unit#	Maximum Award Amount	Funding Source
07-143	\$111,945	Fund 32 – Carl Moyer

Total Contract Not-To-Exceed: \$111,945

Attachment 3

Carl Moyer On-Road Project Annual Report Form

SCAQMD Contract Number:		Reporting Period: Start Date:	End Date:
Title of Project:			
Name / Company:			Contact Name:
Business Phone:	Cell Phone:	Email Address:	
Address:			

Vehicles Information							
Unit ID#	Vehicle Identification Number(VIN)	Vehicle Make	Vehicle Model	Engine Make	Engine Model	HP	Engine Serial Number(ESN)

Vehicles Operational information					
Unit ID#	Estimated % Operation in CA	Miles Traveled during the Report Period (miles)	Odometer Reading	Date Odometer Reading was Recorded	(Optional) Fuel Usage during the Report Period(gal)

1. Please indicate how the vehicle(s) was/were performing during this reporting period including any repairs and maintenance performed:

2. Please describe if the vehicle(s) encountered significant problems during this report period and how were the problems resolved:

I certify to the best of my knowledge that the information provided is true and correct.

Name / Title of Person Completing Report Form (Print) _____

Signature _____ Date _____



Riverside County Sheriff's Department

Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
www.riversidesheriff.org

Date: April 26, 2022
From: Will Taylor, Chief Deputy Director of Administration
To: Purchasing Agent
Via: Claudia Preciado-Arroyo, Admin Svcs Mgr (951-955-6152)
Subject: Sole Source Procurement; Request for Motor Coach Industries, Inc. (MCI)

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested:** Motor Coach Industries, Inc. (MCI)
2. **Vendor ID:** # 0000037301
3. **Single Source** **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number*). Sole Source #12-377
 Yes **No**
- 4a. **Was the request approved for a different project?**
 Yes **No**
5. **Supply/Service being requested:**
Special Transportation buses for inmate transportation and repairs.
6. **Unique features of the supply/service being requested from this supplier.**
In 2001, the Federal Bureau of Prisons released a five-year study that compared the MCI bus against buses manufactured by Thomas, Bluebird and Eagle. The study concluded that the MCI bus is the most durable and roadworthy bus for this critical long-haul type of transportation. This is evident by Corrections maintaining an in-service average bus age of fourteen-years. MCI features include the buses unique operating diagnostic prompts that troubleshoot problems while the bus is in motion. Other features of the MCI bus includes: custom designed barriers and cells, window bars, ½" shatter-resistant windows, rear officer seating, on-board surveillance systems, mid-coach emergency

door, GPS tracking, and a fire suppression system. MCI works closely with Federal and State agencies to configure and design state of the art prisoner transportation buses and in doing so has created a reputation as the leading bus designer for inmate transportation throughout the nation.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

The Sheriff's Department transports an estimated 195,400 inmates annually. It requires a bus that is dependable and equipped with superior safety features. Safety features are crucial to this specialized transportation and must provide excellent protection for the Deputy and inmate. MCI manufactures an excellent bus in safety features to other bus manufacturers. MCI works closely with Federal and State agencies to configure and design state-of-the-art prisoner transportation buses. The company has created a reputation as the leading bus designer for inmate transportation throughout the nation. Additional advantages to purchasing from MCI include the existing Corrections bus operators are fully trained in the MCI instrumentation panel and bus mechanics who are already trained to maintain the MCI buses which will reduce departmental costs of retraining.

8. Period of Performance: From: 04/01/2022 to 6/30/2026

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Total
One-time Costs:	\$2,841,059	\$15,000	\$15,000	\$15,000	15,000	\$2,901,059
Ongoing Costs:						
Total Costs	\$2,841,059	\$15,000	\$15,000	\$15,000	\$15,000	\$2,901,059

10. Price Reasonableness:

MCI has provided a four (4) bus price quote of \$2,841,059.00, with state taxes and the CA tire fee. This price represents an increase in the base price per bus of \$68,110. The increase is within the CPI and reasonable considering the current market.

11. Projected Board of Supervisor Date (if applicable): 5/24/2022

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

