



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

Pursuant to the Brown Act, this meeting also constitutes a meeting of the Board of Directors.

### EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, May 23, 2019  
5:30 P.M.

Regional Fire Operations and Training Center  
Board Room  
1 Fire Authority Road  
Irvine, CA 92602

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Executive Committee after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>

If you wish to speak before the Fire Authority Executive Committee, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to being heard before the Committee. Speaker Forms are available at the counters of both entryways of the Board Room.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

### CALL TO ORDER

INVOCATION by OCFA Chaplain Jim Gwaltney

PLEDGE OF ALLEGIANCE by Director Hernandez

### ROLL CALL

### 1. PRESENTATIONS

No items.

## REPORTS

### REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

### REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

## PUBLIC COMMENTS

Resolution No. 97-024 established rules of decorum for public meetings held by the Orange County Fire Authority. Resolution No. 97-024 is available from the Clerk of the Authority.

Any member of the public may address the Board on items within the Board's subject matter jurisdiction but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Board as a whole, and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

The Agenda and Minutes are now available through the Internet at [www.ocfa.org](http://www.ocfa.org). You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Board of Directors meeting.

## 2. MINUTES

### A. Minutes from the April 25, 2019, Regular Executive Committee Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

## 3. CONSENT CALENDAR

*All matters on the consent calendar are considered routine and are to be approved with one motion unless a Committee Member or a member of the public requests separate action on a specific item.*

### A. Monthly Investment Reports

Submitted by: Patricia Jakubiak, Treasurer

**Budget and Finance Committee Recommendation: APPROVE**

Recommended Action:

Receive and file the reports.

### B. Third Quarter Financial Newsletter

Submitted by: Robert Cortez, Assistant Chief/Business Services Department

**Budget and Finance Committee Recommendation: APPROVE**

Recommended Action:

Receive and file the report.

**C. Fire Station Alerting System Replacement for Garden Grove Fire Stations 80-86**  
Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to issue a sole source contract to Westnet, Inc. to replace the fire station alerting system at Garden Grove Fire Stations 80–86 in the amount of \$124,777.09 and add a 10% contingency (\$12,478) to the contract for additional services that may be required during the replacement with the stipulation the Board Chair or Vice Chair are notified before commitment of any contingency funds.
2. Approve and authorize the Purchasing Manager to issue future sole source contracts with Westnet, Inc. for OCFA fire station alerting system upgrades as long as funding is available in the adopted budget.
3. Approve and authorize the Purchasing Manager to adjust the Westnet, Inc. annual support and maintenance contract for the estimated amount not to exceed \$12,500 after the one-year warranty period expires, to add Garden Grove Fire Stations 80–86.

**D. Fire Station Network and Phone System Replacement for Garden Grove Fire Stations 80-86**

Submitted by: Jim Ruane, Assistant Chief/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Dimension Data North America, Inc. for the installation and purchase of telephone systems, handsets, routers, and other components needed at Garden Grove Fire Stations 80–86 in the amount of \$123,114, with up to a 10% contingency (\$12,312) to the contract for additional services and equipment that may be required during the project with the stipulation the Board Chair or Vice Chair are notified before commitment of any contingency funds.

**E. Contract Award for Normalized Difference Vegetation Index Aerial Imaging Services**  
Submitted by: Dave Anderson, Deputy Chief/Emergency Operations Bureau

Recommended Actions:

1. Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Eagle Aerial Solutions aerial imaging and analysis services in an amount not to exceed \$266,616.
2. Authorize the Purchasing Manager to execute two optional one-year renewals for additional services in an amount not to exceed \$60,000 annually (\$346,616 total for the three-year contract period through 2022). Additional services will include refinement of imagery and educational outreach/interpretation of imagery.

**F. Blanket Order Contract Adjustments for Pre-employment Background Investigative Services**

Submitted by: Lori Zeller, Deputy Chief/Administration & Support Bureau

Recommended Actions:

1. Approve Amendment Number Three to the Professional Services Agreement with RCS Investigations and Consulting, LLC to:
  - a. Increase the contract value by \$42,000 (from \$125,000 to \$167,000) for the current 12-month term ending July 31, 2019, and
  - b. Extend the contract for up to three months through October 31, 2019, on an as-needed basis, for a not to exceed value of \$52,500 for the three-month extension, bringing the total contract value from \$167,000 to \$219,500 for the combined 15-month period.
2. Approve Amendment Number Three to the Professional Services Agreement with Sintra Group Professional Investigations to:
  - a. Increase the contract value by \$35,000 (from \$125,000 to \$160,000) for the current 12-month term ending July 31, 2019, and
  - b. Extend the contract for up to three months through October 31, 2019, on an as-needed basis, for a not to exceed value of \$52,500 for the three-month extension, bringing the total contract value from \$160,000 to \$212,500 for the combined 15-month period.

**END OF CONSENT CALENDAR**

**4. DISCUSSION CALENDAR**

No items.

**CLOSED SESSION**

No items.

**COMMITTEE MEMBER COMMENTS**

**ADJOURNMENT** – The next regular meeting of the Executive Committee is scheduled for Thursday, June 27, 2019, at 5:30 p.m.

**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 16<sup>th</sup> day of May 2019.

---

Sherry A.F. Wentz, CMC  
Clerk of the Authority

**UPCOMING MEETINGS:**

Budget and Finance Committee Meeting

The June meeting has been cancelled.

Executive Committee Meeting

Thursday, June 27, 2019, 5:30 p.m.

Board of Directors Meeting

Thursday, June 27, 2019, 6:00 p.m.

# MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting  
Thursday, April 25, 2019  
5:30 P.M.**

**Regional Fire Operations and Training Center  
Board Room  
1 Fire Authority Road  
Irvine, CA 92602**

---

## **CALL TO ORDER**

Chair Muller called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on April 25, 2019.

## **INVOCATION**

Chaplain Kent Krikac offered the invocation.

## **PLEDGE OF ALLEGIANCE**

Director Ta led the assembly in the Pledge of Allegiance to our Flag.

## **ROLL CALL**

**Present:** Shelley Hasselbrink, Los Alamitos  
Noel Hatch, Laguna Woods  
Gene Hernandez, Yorba Linda  
Joe Muller, Dana Point  
Ed Sachs, Mission Viejo  
Don Sedgwick, Laguna Hills  
Dave Shawver, Stanton  
Tri Ta, Westminster

**Absent:** Lisa Bartlett, County of Orange

## **Also present were:**

Fire Chief Brian Fennessy	Deputy Chief Lori Zeller
Deputy Chief Dave Anderson	Assistant Chief Randy Black
Assistant Chief Jim Ruane	Assistant Chief Pokey Sanchez
Assistant Chief Lori Smith	Assistant Chief Robert Cortez
General Counsel David Kendig	Communications Director Colleen Windsor
Clerk of the Authority Sherry Wentz	

## **1. PRESENTATIONS**

No items.

## **REPORTS**

### **REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 12.02A6)**

Budget and Finance Chair Hasselbrink reported at the April 10, 2019, meeting, the Committee voted unanimously to receive and file the Orange County Employees' Retirement System Quarterly Status Update and the Communications with Auditors for Fiscal Year 2018/19 Financial Audit. The Committee voted unanimously to send the Monthly Investment Reports to the Executive Committee for its approval. Lastly, after a thorough discussion regarding the recommended changes to the procurement authority and thresholds of comparable agencies, the Committee voted unanimously to send the Changes to Procurement Related Roles, Responsibilities, and Authorities, to the Board of Directors for approval of the recommended action.

### **FIRE CHIEF'S REPORT (F: 12.02A7)**

Fire Chief Brian Fennessy introduced Assistant Chief of Logistics Jim Ruane who presented an overview of the Quarterly Capital Improvement Projects.

## **PUBLIC COMMENTS (F: 12.02A3)**

Chair Muller opened the Public Comments portion of the meeting. Chair Muller closed the Public Comments portion of the meeting without any comments from the general public.

## **2. MINUTES**

### **A. Minutes from the March 28, 2019, Regular Executive Committee Meeting (F: 12.02A2)**

On motion of Vice Chair Hasselbrink and second by Director Ta, the Executive Committee voted unanimously by those present to approve the March 28, 2019, Minutes as submitted. Director Sedgwick was recorded as an abstention, due to his absence from the meeting.

## **3. CONSENT CALENDAR**

### **A. Monthly Investment Reports (F: 11.10D2)**

On motion of Director Ta and second by Director Shawver, the Executive Committee voted unanimously by those present to receive and file the reports.

**B. Amended Classification Specification for Assistant Chief (F: 17.18)**

On motion of Director Ta and second by Director Shawver, the Executive Committee voted unanimously by those present to approve the Amended Class Specification for Assistant Chief to create one common class specification for the overall rank instead of individual specifications for each specialty.

**C. Blanket Order Contract Adjustment for Firefighter Turnout Clothing (F: 19.12)**

On motion of Director Ta and second by Director Shawver, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to increase the AllStar contract (B01569-3) by \$154,000 to an amount not to exceed \$554,000 for the purchase of additional turnout clothing for reserve firefighters.

**D. Blanket Order Contract Increases for Plumbing Maintenance and Repair Services (F: 19.07L)**

On motion of Director Ta and second by Director Shawver, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to increase the amount of the plumbing maintenance contracts from an annual not to exceed amount of \$170,000 to \$260,000 aggregate for the contract years two and three.

**E. Blanket Order Contract Extension for Janitorial Services at Regional Fire Operations and Training Center (F: 19.07B7)**

On motion of Director Ta and second by Director Shawver, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to extend the contract with DMS for janitorial services at Regional Fire Operations and Training Center from April 30, 2019, through July 31, 2019, in an amount not to exceed \$39,660.

**END OF CONSENT CALENDAR**

**4. DISCUSSION CALENDAR**

No items.

**CLOSED SESSION**

No items.



**COMMITTEE MEMBER COMMENTS (F: 12.02A6)**

Director Shawver thanked staff for their dedicated work on the Garden Grove project commenting it will be a great benefit to the City of Garden Grove, the City of Stanton, and the surrounding cities.

**ADJOURNMENT** – Chair Muller adjourned the meeting at 5:36 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, May 23, 2019, at 5:30 p.m.

---

Sherry A.F. Wentz, CMC  
Clerk of the Authority



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
May 23, 2019

Agenda Item No. 3A  
Consent Calendar

**Monthly Investment Reports**

---

**Contact(s) for Further Information**

Tricia Jakubiak, Treasurer Treasury & Financial Planning	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Jane Wong, Assistant Treasurer	<a href="mailto:jane Wong@ocfa.org">jane Wong@ocfa.org</a>	714.573.6305

**Summary**

This agenda item is a routine transmittal of the monthly investment reports submitted to the Committee in compliance with the investment policy of the Orange County Fire Authority and with Government Code Section 53646.

**Prior Board/Committee Action**

**Budget and Finance Committee Recommendation: *APPROVE***

At its regular May 8, 2019, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Receive and file the reports.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Attached is the final monthly investment report for the month ended March 31, 2019. A preliminary investment report as of April 19, 2019, is also provided as the most complete report that was available at the time this agenda item was prepared.

**Attachment(s)**

Final Investment Report – March 2019/Preliminary Report – April 2019

# *Orange County Fire Authority Monthly Investment Report*



*Final Report – March 2019*

*Preliminary Report – April 2019*



## *Monthly Investment Report Table of Contents*

<b><i>Final Investment Report – March 31, 2019.....</i></b>	<b><i>1</i></b>
<i>Executive Summary.....</i>	<i>2</i>
<i>Benchmark Comparison.....</i>	<i>3</i>
<i>Portfolio Size, Yield, &amp; Duration.....</i>	<i>3</i>
<i>Portfolio Summary.....</i>	<i>4</i>
<i>Portfolio Details.....</i>	<i>5</i>
<i>Aging Report.....</i>	<i>8</i>
<i>Notes to Portfolio Management Report.....</i>	<i>9</i>
<i>Local Agency Investment Fund.....</i>	<i>10</i>
<b><i>Preliminary Investment Report – April 19, 2019 .....</i></b>	<b><i>12</i></b>
<i>Portfolio Summary.....</i>	<i>13</i>
<i>Portfolio Details.....</i>	<i>14</i>
<i>Aging Report.....</i>	<i>17</i>
<i>Notes to Portfolio Management Report.....</i>	<i>18</i>
<i>Glossary.....</i>	<i>19</i>



*Orange County Fire Authority*

*Final Investment Report*

*March 31, 2019*



**EXECUTIVE SUMMARY**

***Portfolio Activity & Earnings***

During the month of March 2019, the size of the portfolio increased by \$5.7 million to \$138.8 million. Significant receipts for the month included the fifth and eighth apportionments of secured and supplemental property taxes, respectively, for a total of \$17.1 million. Significant receipts also included the third quarterly cash contract payments, intergovernmental contract and grant payments and other charges for current services totaling \$14.2 million. Significant disbursements for the month included two biweekly payrolls which were approximately \$12 million each with related benefits. Total March cash outflows amounted to approximately \$27.2 million. The portfolio's balance is expected increase significantly in the following month as the next major property tax apportionment is scheduled for April.

In March, the portfolio's yield to maturity (365-day equivalent) edged up by 1 basis point to 2.30%. The effective rate of return increased by 4 basis points to 2.33% for the month and also by 4 basis points to 2.13% for the fiscal year to date. The average maturity of the portfolio shortened further by 3 days to 35 days to maturity.

***Economic News***

The U.S. economy continued to stay strong in March 2019, albeit with continued mixed economic activity. Employment conditions bounced back significantly from February's soft jobs report. There were a total of 196,000 new jobs created in March, a higher employment growth number than expected. In addition, the unemployment rate continued to stay very low remaining unchanged at 3.8%. Retail sales rose much better than expected in March increasing by 1.6%. On the other hand, consumer confidence measures were mixed, but maintaining at high levels. Manufacturing activity picked up slightly while the non-manufacturing sector reversed and pulled back for the month. Industrial production decreased in March. The CPI (Consumer Price Index) rose by 0.4% for the month and 1.9% year-over-year. Overall inflation continued to be low and within Fed's target of 2%. New home sales increased more than expected while existing home sales dropped more than forecast.



**BENCHMARK COMPARISON AS OF MARCH 31, 2019**

3 Month T-Bill: 2.45%	1 Year T-Bill: 2.49%
6 Month T-Bill: 2.51%	LAIF: 2.44%
OCFA Portfolio: 2.33%	

**PORTFOLIO SIZE, YIELD, & DURATION**

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$138,783,688	\$133,139,278	\$153,662,453
Yield to Maturity (365 day)	2.30%	2.29%	1.47%
Effective Rate of Return	2.33%	2.29%	1.42%
Days to Maturity	35	38	88



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**March 31, 2019**

Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, Irvine, CA 92602  
 (714)573-6301

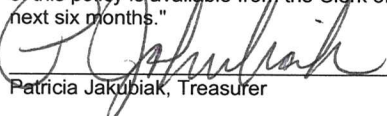
(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	11,510,919.00	11,510,919.00	11,510,919.00	8.32	1	1	1.963	1.990
Federal Agency Coupon Securities	16,000,000.00	15,931,080.00	16,000,000.00	11.56	878	170	1.436	1.456
Federal Agency Disc. -Amortizing	27,000,000.00	26,951,040.00	26,951,005.00	19.47	116	27	2.469	2.504
Treasury Coupon Securities	9,000,000.00	8,980,110.00	8,980,643.39	6.49	85	60	2.397	2.430
Treasury Discounts -Amortizing	10,000,000.00	9,952,100.00	9,951,649.67	7.19	96	73	2.400	2.433
Local Agency Investment Funds	65,000,000.00	65,009,552.01	65,000,000.00	46.97	1	1	2.403	2.436
<b>Investments</b>	<b>138,510,919.00</b>	<b>138,334,801.01</b>	<b>138,394,217.06</b>	<b>100.00%</b>	<b>137</b>	<b>35</b>	<b>2.267</b>	<b>2.298</b>
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations)	730,983.43	730,983.43	730,983.43		1	1	0.000	0.000
Accrued Interest at Purchase		26,981.46	26,981.46					
Subtotal		757,964.89	757,964.89					
<b>Total Cash and Investments</b>	<b>139,241,902.43</b>	<b>139,092,765.90</b>	<b>139,152,181.95</b>		<b>137</b>	<b>35</b>	<b>2.267</b>	<b>2.298</b>

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	277,498.24	2,392,189.30
<b>Average Daily Balance</b>	<b>140,454,908.23</b>	<b>149,765,400.40</b>
<b>Effective Rate of Return</b>	<b>2.33%</b>	<b>2.13%</b>

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2019. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

  
 Patricia Jakubiak, Treasurer

4/5/19

**Cash and Investments with GASB 31 Adjustment:**

Book Value of Cash & Investments before GASB 31 (Above)	\$ 139,152,181.95
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ (368,493.66)
<b>Total</b>	<b>\$ 138,783,688.29</b>



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**March 31, 2019**

Page 1

(See Note 1 on page 9) (See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	YTM/C 365	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>									
SYS528	528	Federated Treasury Obligations			11,510,919.00	11,510,919.00	1.990	1	
<b>Subtotal and Average</b>			<b>10,079,375.22</b>		<b>11,510,919.00</b>	<b>11,510,919.00</b>	<b>1.990</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>									
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)-04/20/2017			7,000,000.00	6,972,840.00	1.180	122	08/01/2019
3134GBHT2	922	Fed Home Loan/Mtg Corp -04/25/2017			9,000,000.00	8,958,240.00	1.625	207	10/25/2019
<b>Subtotal and Average</b>			<b>16,000,000.00</b>		<b>16,000,000.00</b>	<b>15,931,080.00</b>	<b>1.456</b>	<b>170</b>	
<b>Federal Agency Disc. -Amortizing</b>									
313384DX4	961	Fed Home Loan Bank -12/20/2018			9,000,000.00	8,998,200.00	2.420	3	04/04/2019
313384FS3	963	Fed Home Loan Bank -01/07/2019			9,000,000.00	8,972,190.00	2.440	46	05/17/2019
313384FC8	964	Fed Home Loan Bank -01/10/2019			9,000,000.00	8,980,650.00	2.390	32	05/03/2019
<b>Subtotal and Average</b>			<b>34,758,192.37</b>		<b>27,000,000.00</b>	<b>26,951,040.00</b>	<b>2.504</b>	<b>27</b>	
<b>Treasury Coupon Securities</b>									
912828SX9	965	Treasury Note -03/07/2019			9,000,000.00	8,980,110.00	1.125	60	05/31/2019
<b>Subtotal and Average</b>			<b>7,239,332.31</b>		<b>9,000,000.00</b>	<b>8,980,110.00</b>	<b>2.430</b>	<b>60</b>	
<b>Treasury Discounts -Amortizing</b>									
912796RU5	966	US Treasury Bill -03/07/2019			6,000,000.00	5,971,260.00	2.386	73	06/13/2019
912796RU5	967	US Treasury Bill -03/12/2019			4,000,000.00	3,980,840.00	2.382	73	06/13/2019
<b>Subtotal and Average</b>			<b>7,378,008.34</b>		<b>10,000,000.00</b>	<b>9,952,100.00</b>	<b>2.433</b>	<b>73</b>	
<b>Local Agency Investment Funds</b>									
SYS336	336	Local Agency Invstmt Fund			65,000,000.00	65,009,552.01	2.436	1	
<b>Subtotal and Average</b>			<b>65,000,000.00</b>		<b>65,000,000.00</b>	<b>65,009,552.01</b>	<b>2.436</b>	<b>1</b>	
<b>Total and Average</b>			<b>140,454,908.23</b>		<b>138,510,919.00</b>	<b>138,334,801.01</b>	<b>2.298</b>	<b>35</b>	

Page 5

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**March 31, 2019**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2018	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2018	710,983.43	710,983.43	710,983.43		0.000	1
		<b>Average Balance</b>	<b>0.00</b>	Accrued Interest at Purchase		26,981.46	26,981.46			1
				Subtotal		757,964.89	757,964.89			
		<b>Total Cash and Investments</b>	<b>140,454,908.23</b>		<b>139,241,902.43</b>	<b>139,092,765.90</b>	<b>139,152,181.95</b>		<b>2.298</b>	<b>35</b>

“We visualize problems and solutions  
through the eyes of those we serve.”



**ORANGE COUNTY FIRE AUTHORITY**  
**Ageing Report**  
**By Maturity Date**  
**As of April 1, 2019**

Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, Irvine, CA 92602  
 (714)573-6301

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	( 04/01/2019 - 04/01/2019 )	4 Maturities	77,241,902.43	55.52%	77,241,902.43	77,251,454.44
Aging Interval:	1 - 30 days	( 04/02/2019 - 05/01/2019 )	1 Maturities	9,000,000.00	6.47%	8,998,185.00	8,998,200.00
Aging Interval:	31 - 60 days	( 05/02/2019 - 05/31/2019 )	3 Maturities	27,000,000.00	19.36%	26,933,463.39	26,932,950.00
Aging Interval:	61 - 91 days	( 06/01/2019 - 07/01/2019 )	2 Maturities	10,000,000.00	7.15%	9,951,649.67	9,952,100.00
Aging Interval:	92 - 121 days	( 07/02/2019 - 07/31/2019 )	0 Maturities	0.00	0.00%	0.00	0.00
Aging Interval:	122 - 152 days	( 08/01/2019 - 08/31/2019 )	1 Maturities	7,000,000.00	5.03%	7,000,000.00	6,972,840.00
Aging Interval:	153 - 183 days	( 09/01/2019 - 10/01/2019 )	0 Maturities	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	( 10/02/2019 - 12/31/2019 )	1 Maturities	9,000,000.00	6.47%	9,000,000.00	8,958,240.00
Aging Interval:	275 days and after	( 01/01/2020 - )	0 Maturities	0.00	0.00%	0.00	0.00
<b>Total for</b>			<b>12 Investments</b>	<b>0 Payments</b>	<b>100.00</b>	<b>139,125,200.49</b>	<b>139,065,784.44</b>



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2018 includes a decrease of (\$121,754) to the LAIF investment and a decrease of (\$246,740) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.



## ***Local Agency Investment Fund (LAIF)***

As of March 31, 2019, OCFA has \$65,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of March 31, 2019 is 1.000146954. When applied to OCFA's LAIF investment, the fair value is \$65,009,552 or \$9,552 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at March 31, 2019 is included on the following page.



## State of California Pooled Money Investment Account Market Valuation 3/31/2019

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
1* United States Treasury:				
Bills	\$ 18,268,335,075.90	\$ 18,421,895,178.00	\$ 18,429,875,500.00	NA
Notes	\$ 25,650,500,423.41	\$ 25,640,314,068.85	\$ 25,649,099,000.00	\$ 105,035,099.00
1* Federal Agency:				
SBA	\$ 685,086,049.69	\$ 685,086,049.69	\$ 677,449,271.41	\$ 1,575,687.26
MBS-REMICs	\$ 23,500,952.01	\$ 23,500,952.01	\$ 24,042,372.38	\$ 109,926.43
Debentures	\$ 2,242,313,243.48	\$ 2,242,253,139.31	\$ 2,242,445,400.00	\$ 9,207,506.20
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 100,000,000.00	\$ 100,000,000.00	\$ 99,959,500.00	\$ -
Discount Notes	\$ 14,136,370,014.06	\$ 14,231,832,485.95	\$ 14,231,987,000.00	NA
1* Supranational Debentures	\$ 589,090,035.96	\$ 588,653,024.84	\$ 590,131,500.00	\$ 2,789,751.00
1* Supranational Debentures FR	\$ 150,282,570.93	\$ 150,282,570.93	\$ 150,509,181.43	\$ 877,279.89
2* CDs and YCDs FR	\$ 575,000,000.00	\$ 575,000,000.00	\$ 575,048,000.00	\$ 1,833,890.28
2* Bank Notes	\$ 800,000,000.00	\$ 800,000,000.00	\$ 800,000,661.88	\$ 8,034,486.09
2* CDs and YCDs	\$ 12,700,000,000.00	\$ 12,700,000,000.00	\$ 12,700,302,887.53	\$ 77,895,083.28
2* Commercial Paper	\$ 5,404,503,333.42	\$ 5,427,427,944.55	\$ 5,428,198,069.44	NA
1* Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -	\$ -
1* Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1* Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 4,712,240,000.00	\$ 4,712,240,000.00	\$ 4,712,240,000.00	NA
AB 55 & GF Loans	\$ 823,411,000.00	\$ 823,411,000.00	\$ 823,411,000.00	NA
<b>TOTAL</b>	<b>\$ 86,860,632,698.86</b>	<b>\$ 87,121,896,414.13</b>	<b>\$ 87,134,699,344.07</b>	<b>\$ 207,358,709.43</b>

Fair Value Including Accrued Interest

\$ 87,342,058,053.50

\* Governmental Accounting Standards Board (GASB) Statement #72

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (**1.000146954**).  
As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,002,939.08 or \$20,000,000.00 x 1.000146954.



*Orange County Fire Authority*

*Preliminary Investment Report*

*April 19, 2019*





**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**April 19, 2019**

Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, Irvine, CA 92602  
 (714)573-6301

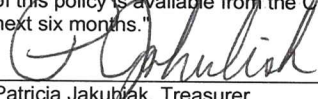
(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	15,600,205.09	15,600,205.09	15,600,205.09	7.50	1	1	1.963	1.990
Federal Agency Coupon Securities	16,000,000.00	15,938,270.00	16,000,000.00	7.70	878	151	1.436	1.456
Federal Agency Disc. -Amortizing	84,000,000.00	83,413,980.00	83,403,833.34	40.12	132	107	2.443	2.477
Treasury Coupon Securities	9,000,000.00	8,987,490.00	8,986,772.98	4.32	85	41	2.397	2.430
Treasury Discounts -Amortizing	19,000,000.00	18,884,510.00	18,882,296.50	9.08	117	94	2.398	2.432
Local Agency Investment Funds	65,000,000.00	65,009,552.01	65,000,000.00	31.27	1	1	2.403	2.436
<b>Investments</b>	<b>208,600,205.09</b>	<b>207,834,007.10</b>	<b>207,873,107.91</b>	<b>100.00%</b>	<b>135</b>	<b>65</b>	<b>2.311</b>	<b>2.343</b>
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations)	614,709.84	614,709.84	614,709.84		1	1	0.000	0.000
Accrued Interest at Purchase		26,981.46	26,981.46					
Subtotal		641,691.30	641,691.30					
<b>Total Cash and Investments</b>	<b>209,214,914.93</b>	<b>208,475,698.40</b>	<b>208,514,799.21</b>		<b>135</b>	<b>65</b>	<b>2.311</b>	<b>2.343</b>

Total Earnings	April 19 Month Ending	Fiscal Year To Date
Current Year	169,679.30	2,561,868.60
<b>Average Daily Balance</b>	<b>143,563,575.91</b>	<b>149,363,234.31</b>
<b>Effective Rate of Return</b>	<b>2.27%</b>	<b>2.14%</b>

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2019. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

  
 Patricia Jakubiak, Treasurer

4/20/19

**Cash and Investments with GASB 31 Adjustment:**

Book Value of Cash & Investments before GASB 31 (Above)	\$ 208,514,799.21
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ (368,493.66)
<b>Total</b>	<b>\$ 208,146,305.55</b>

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**April 19, 2019**

(See Note 1 on page 18) (See Note 2 on page 18)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			15,600,205.09	15,600,205.09	15,600,205.09	1.990	1.990	1	
<b>Subtotal and Average</b>			<b>8,011,010.96</b>		<b>15,600,205.09</b>	<b>15,600,205.09</b>	<b>15,600,205.09</b>		<b>1.990</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,976,340.00	7,000,000.00	1.180	1.375	103	08/01/2019
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,961,930.00	9,000,000.00	1.625	1.518	188	10/25/2019
<b>Subtotal and Average</b>			<b>16,000,000.00</b>		<b>16,000,000.00</b>	<b>15,938,270.00</b>	<b>16,000,000.00</b>		<b>1.456</b>	<b>151</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313312QH6	977	Federal Farm Credit Bank		04/18/2019	9,000,000.00	8,861,940.00	8,860,185.00	2.390	2.489	234	12/10/2019
313384FS3	963	Fed Home Loan Bank		01/07/2019	9,000,000.00	8,985,060.00	8,983,530.00	2.440	2.531	27	05/17/2019
313384FC8	964	Fed Home Loan Bank		01/10/2019	9,000,000.00	8,993,430.00	8,992,232.50	2.390	2.475	13	05/03/2019
313384HL6	968	Fed Home Loan Bank		04/02/2019	10,000,000.00	9,955,500.00	9,954,479.17	2.375	2.456	69	06/28/2019
313384JA8	969	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,951,580.00	8,950,511.25	2.385	2.466	83	07/12/2019
313384JQ3	970	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,943,210.00	8,941,921.25	2.395	2.478	97	07/26/2019
313384KE8	971	Fed Home Loan Bank		04/18/2019	2,000,000.00	1,985,520.00	1,985,261.67	2.390	2.475	111	08/09/2019
313384KU2	972	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,926,470.00	8,925,312.50	2.390	2.478	125	08/23/2019
313384LY3	974	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,909,820.00	8,909,347.50	2.370	2.461	153	09/20/2019
313384MN6	975	Fed Home Loan Bank		04/18/2019	9,000,000.00	8,901,450.00	8,901,052.50	2.370	2.464	167	10/04/2019
<b>Subtotal and Average</b>			<b>34,650,229.11</b>		<b>84,000,000.00</b>	<b>83,413,980.00</b>	<b>83,403,833.34</b>		<b>2.477</b>	<b>107</b>	
<b>Treasury Coupon Securities</b>											
912828SX9	965	Treasury Note		03/07/2019	9,000,000.00	8,987,490.00	8,986,772.98	1.125	2.430	41	05/31/2019
<b>Subtotal and Average</b>			<b>8,983,869.49</b>		<b>9,000,000.00</b>	<b>8,987,490.00</b>	<b>8,986,772.98</b>		<b>2.430</b>	<b>41</b>	
<b>Treasury Discounts -Amortizing</b>											
912796RU5	966	US Treasury Bill		03/07/2019	6,000,000.00	5,979,360.00	5,978,526.00	2.386	2.435	54	06/13/2019
912796RU5	967	US Treasury Bill		03/12/2019	4,000,000.00	3,986,240.00	3,985,708.00	2.382	2.430	54	06/13/2019
912796SG5	973	US Treasury Bill		04/18/2019	9,000,000.00	8,918,910.00	8,918,062.50	2.375	2.430	138	09/05/2019
<b>Subtotal and Average</b>			<b>10,896,985.17</b>		<b>19,000,000.00</b>	<b>18,884,510.00</b>	<b>18,882,296.50</b>		<b>2.432</b>	<b>94</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			65,000,000.00	65,009,552.01	65,000,000.00	2.436	2.436	1	
<b>Subtotal and Average</b>			<b>65,021,481.17</b>		<b>65,000,000.00</b>	<b>65,009,552.01</b>	<b>65,000,000.00</b>		<b>2.436</b>	<b>1</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**April 19, 2019**

(See Note 1 on page 18) (See Note 2 on page 18)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Total and Average			143,563,575.91		208,600,205.09	207,834,007.10	207,873,107.91		2.343	65

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**April 19, 2019**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2018	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2018	594,709.84	594,709.84	594,709.84		0.000	1
		<b>Average Balance</b>	<b>0.00</b>	Accrued Interest at Purchase		26,981.46	26,981.46			1
				Subtotal		641,691.30	641,691.30			
<b>Total Cash and Investments</b>			<b>143,563,575.91</b>		<b>209,214,914.93</b>	<b>208,475,698.40</b>	<b>208,514,799.21</b>		<b>2.343</b>	<b>65</b>



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of April 20, 2019**

Orange County Fire Authority  
 1 Fire Authority Road  
 Irvine, CA 92602  
 (714)573-6301

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	( 04/20/2019 - 04/20/2019 )	4 Maturities	0 Payments	81,214,914.93	38.95%	81,214,914.93	81,224,466.94
Aging Interval:	1 - 30 days	( 04/21/2019 - 05/20/2019 )	2 Maturities	0 Payments	18,000,000.00	8.62%	17,975,762.50	17,978,490.00
Aging Interval:	31 - 60 days	( 05/21/2019 - 06/19/2019 )	3 Maturities	0 Payments	19,000,000.00	9.09%	18,951,006.98	18,953,090.00
Aging Interval:	61 - 91 days	( 06/20/2019 - 07/20/2019 )	2 Maturities	0 Payments	19,000,000.00	9.07%	18,904,990.42	18,907,080.00
Aging Interval:	92 - 121 days	( 07/21/2019 - 08/19/2019 )	3 Maturities	0 Payments	18,000,000.00	8.60%	17,927,182.92	17,905,070.00
Aging Interval:	122 - 152 days	( 08/20/2019 - 09/19/2019 )	2 Maturities	0 Payments	18,000,000.00	8.56%	17,843,375.00	17,845,380.00
Aging Interval:	153 - 183 days	( 09/20/2019 - 10/20/2019 )	2 Maturities	0 Payments	18,000,000.00	8.54%	17,810,400.00	17,811,270.00
Aging Interval:	184 - 274 days	( 10/21/2019 - 01/19/2020 )	2 Maturities	0 Payments	18,000,000.00	8.57%	17,860,185.00	17,823,870.00
Aging Interval:	275 days and after	( 01/20/2020 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
<b>Total for</b>			<b>20 Investments</b>	<b>0 Payments</b>		<b>100.00</b>	<b>208,487,817.75</b>	<b>208,448,716.94</b>



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2018 includes a decrease of (\$121,754) to the LAIF investment and a decrease of (\$246,740) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

## GLOSSARY

### INVESTMENT TERMS

**Basis Point.** Measure used in quoting yields on bonds and notes. One basis point is .01% of yield.

**Book Value.** This value may be the original cost of acquisition of the security, or original cost adjusted by the amortization of a premium or accretion of a discount. The book value may differ significantly from the security's current value in the market.

**Commercial Paper.** Unsecured short-term promissory notes issued by corporations, with maturities ranging from 2 to 270 days; may be sold on a discount basis or may bear interest.

**Coupon Rate.** Interest rate, expressed as a percentage of par or face value, that issuer promises to pay over lifetime of debt security.

**Discount.** The amount by which a bond sells under its par (face) value.

**Discount Securities.** Securities that do not pay periodic interest. Investors earn the difference between the discount issue price and the full face value paid at maturity. Treasury bills, bankers' acceptances and most commercial paper are issued at a discount.

**Effective Rate of Return.** Rate of return on a security, based on its purchase price, coupon rate, maturity date, and the period between interest payments.

**Federal Agency Securities.** Securities issued by agencies such as the Federal National Mortgage Association and the Federal Farm Credit Bank. Though not general obligations of the US Treasury, such securities are sponsored by the government and therefore have high credit ratings. Some are issued on a discount basis and some are issued with coupons.

**Federal Funds.** Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed Funds are considered to be immediately available funds.

**Fed Funds Rate.** The interest rate charged by one institution lending federal funds to another.

**Federal Open Market Committee.** The branch of the Federal Reserve Board that determines the direction of monetary policy.

**Local Agency Investment Fund (LAIF).** A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$50 million for any agency (*excluding bond funds, which have no maximum*). It offers high liquidity because

deposits can be converted to cash in 24 hours and no interest is lost. Interest is paid quarterly and the State's administrative fee cannot to exceed 1/4 of a percent of the earnings.

**Market value.** The price at which the security is trading and could presumably be purchased or sold.

**Maturity Date.** The specified day on which the issuer of a debt security is obligated to repay the principal amount or face value of security.

**Money Market Mutual Fund.** Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repurchase agreements and federal funds).

**Par.** Face value or principal value of a bond typically \$1,000 per bond.

**Rate of Return.** The amount of income received from an investment, expressed as a percentage. A *market rate of return* is the yield that an investor can expect to receive in the current interest-rate environment utilizing a buy-and-hold to maturity investment strategy.

**Treasury Bills.** Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

**Treasury Notes.** Intermediate U.S. government debt securities with maturities of one to 10 years.

**Treasury bonds.** Long-term U.S. government debt securities with maturities of 10 years or longer.

**Yield.** Rate of return on a bond.

**Yield-to-maturity.** Rate of return on a bond taking into account the total annual interest payments, the purchase price, the redemption value and the amount of time remaining until maturity.

#### ECONOMIC TERMS

**Conference Board Consumer Confidence Index** A survey that measures how optimistic or pessimistic consumers are with respect to the economy in the near future.

**Consumer Price Index (CPI).** A measure that examines the weighted average of prices of a basket of consumer goods and services, such as transportation, food and medical care. Changes in CPI are used to assess price changes associated with the cost of living.



**Durable Goods Orders.** An economic indicator released monthly that reflects new orders placed with domestic manufacturers for delivery of factory durable goods such as autos and appliances in the near term or future.

**Gross Domestic Product.** The monetary value of all the finished goods and services produced within a country's borders in a specific time period. It includes all of private and public consumption, government outlays, investments and exports less imports that occur within a defined territory.

**Industrial Production.** An economic indicator that is released monthly by the Federal Reserve Board. The indicator measures the amount of output from the manufacturing, mining, electric and gas industries.

**ISM Institute for Supply Management (ISM) Manufacturing Index.** A monthly index that monitors employment, production inventories, new orders and supplier deliveries.

**ISM Non-manufacturing Index.** An index based on surveys of non-manufacturing firms' purchasing and supply executives. It tracks economic data for the service sector.

**Leading Economic Index.** A monthly index used to predict the direction of the economy's movements in the months to come. The index is made up of 10 economic components, whose changes tend to precede changes in the overall economy.

**National Federation of Independent Business Small Business Optimism Index.** An index based on surveys of small business owners' plans and expectations regarding employment, capital, inventories, economic improvement, credit conditions, expansion, and earnings trends in the near term or future.

**Producer Price Index.** An index that measures the average change over time in the selling prices received by domestic producers for their output.

**University of Michigan Consumer Sentiment Index.** An index that measures the overall health of the economy as determined by consumer opinion. It takes into account an individual's feelings toward his or her own current financial health, the health of the economy in the short term and the prospects for longer term economic growth.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
May 23, 2019

Agenda Item No. 3B  
Consent Calendar

**Third Quarter Financial Newsletter**

---

**Contact(s) for Further Information**

Robert Cortez, Assistant Chief Business Services Department	<a href="mailto:robertcortez@ocfa.org">robertcortez@ocfa.org</a>	714.573.6012
Tricia Jakubiak, Treasurer	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Deborah Gunderson, Budget Manager	<a href="mailto:deborahgunderson@ocfa.org">deborahgunderson@ocfa.org</a>	714.573.6302

**Summary**

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the third quarter of FY 2018/19.

**Prior Board/Committee Action**

**Budget and Finance Committee Recommendation: *APPROVE***

At its regular May 8, 2019, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Receive and file the report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

The Quarterly Financial Newsletter provides information about the General Fund's top five revenue sources as well as expenditures by department and by type. Revenues and expenditures for the Capital Improvement Program (CIP) funds are also included. Revenues and expenditures for the General and CIP Funds through the third quarter are within budgetary estimates, except where noted in the attached newsletter.

**Attachment(s)**

Third Quarter Financial Newsletter – July 2018 to March 2019



# Orange County Fire Authority

## Third Quarter Financial Newsletter – July 2018 to March 2019

---

### OVERVIEW

This report covers fiscal activities in the General Fund and CIP Funds through the third quarter of Fiscal Year 2018/19. Budget figures include all budget adjustments authorized by the Board through the end of the third quarter.

### GENERAL FUND

With 75% of the year completed, General Fund revenues are 66.5% of budget and expenditures are 69.7% as shown below:

General Fund (excludes 12110)	YTD Actual	Budget	Variance in Dollars	% Variance
Revenues	272,595,486	409,602,128	137,006,642	66.5%
Expenditures	288,623,492	413,447,398	124,823,906	69.7%

**Top Five Revenues.** The analysis presented below compares the five largest revenue categories received through the third quarter, as compared to the budgetary estimate for this point in the fiscal year. Categories in which the variance is exceeded by 10% or \$1 million, are discussed below the table.

Top Five Revenues	YTD Actual Receipts	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Property Taxes	165,358,731	164,687,132	671,599	0%
Cash Contracts	81,554,924	81,558,838	(3,914)	0%
State Reimbursements	9,550,780	13,370,454	(3,819,674)	-40%
CRA Pass-through	6,542,705	6,598,329	(55,624)	-1%
Community Risk Reduction Fees	4,204,303	4,757,141	(552,838)	-13%
<b>Total</b>	<b>267,211,443</b>	<b>270,971,894</b>	<b>(3,760,451)</b>	<b>-1%</b>

- **State Reimbursements** – This revenue line includes grant revenues which are reimbursable, meaning revenues are recognized as allowable expenses are incurred. The 2018 California Governor’s Office of Emergency Services US&R Radioactive Dispersal Device Exercise is scheduled in May. The CAL FIRE grant for Invasive Tree Pest Mitigation and Fuels Reduction of \$5.5 million is designed to be a multi-year effort. The remaining expected revenue budget will be included in the Carryover of FY 2018/19 to FY 2019/20.
- **Community Risk Reduction (CRR) Fees:** The budget for these revenues was raised in FY 2018/19 based on projected volume. While the actual revenues match those received in previous years, expected increases are not occurring. CRR staff conducted a volume analysis and determined that a budget adjustment to reduce revenues was appropriate. This adjustment is included in the staff report for Budget Adoption as the final FY 2018/19 budget adjustment.

**Expenditures.** The analysis presented below compares the actual expenditures through the third quarter, as compared to the budgetary estimate for this point in the fiscal year. Categories in which the variance is exceeded by 10% or \$1 million, are discussed below the table.

Expenditures by Department	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Business Services	24,605,765	25,521,977	(916,212)	-4%
Command & Emergency Planning	5,229,387	5,497,421	(268,034)	-5%
Community Risk Reduction	6,972,680	7,652,856	(680,176)	-10%
EMS & Training	6,791,590	7,303,607	(512,017)	-8%
Executive Management	4,816,197	4,464,079	352,118	7%
Human Resources	6,725,959	7,173,162	(447,203)	-7%
Logistics	22,097,127	22,757,497	(660,370)	-3%
Operations	199,156,480	204,842,400	(5,685,920)	-3%
Special Operations	12,228,308	13,320,218	(1,091,910)	-9%
<b>Total</b>	<b>288,623,493</b>	<b>298,533,217</b>	<b>(9,909,724)</b>	<b>-3%</b>

*Totals may not equal the sum of components, or Authority-wide totals, due to rounding*

- **Community Risk Reduction** – This department is trending under budget estimates primarily due to vacancies and underfilled positions.
- **Operations** – This department is trending under budget estimates by 3% or \$5.7 million, primarily due to vacancies.
- **Special Operations** – This division is trending under budget estimates by 9% or \$1.0 million, primarily due to vacancies.

Expenditures by type are outlined below, with exception details below:

Expenditures by Type	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Salary and Employee Benefits	264,636,113	273,153,810	(8,517,698)	-3%
Services and Supplies	22,790,367	24,200,771	(1,410,404)	-6%
Equipment	1,197,012	1,178,636	18,376	2%
<b>Total</b>	<b>288,623,492</b>	<b>298,533,217</b>	<b>(9,909,725)</b>	<b>-3%</b>

*Totals may not equal the sum of components, or Authority-wide totals, due to rounding*

- **Salary & Employee Benefits** – This category is trending under budget estimates by approximately \$8.5 million or 3%. This is primarily due to vacancies throughout the Authority.
- **Services and Supplies** – Actual expenditures finished approximately \$1.4 million or 6% under estimates through the third quarter. Larger expenditure projects within the Authority have not made the amount of progress at this point in the fiscal year that was expected.

**CIP FUNDS**

Revenues and expenditures for the Capital Improvement Program funds are summarized below. Any variances are noted following the fund table:

**General Fund CIP**

Fund 12110	YTD Actual	Budget	Percent
Expenditures	1,965,543	3,707,477	53%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$3.7 million include funding for routine maintenance and replacement of equipment such as: data storage, fire station telephone/alarm system upgrade, RFOTC Uninterruptible Power Supply replacement, network servers, pagers, PCs, laptops, printers, MDC system, 800 MHz radios, VHF radios, digital orthography, cardiac monitors, ECC upgrade for Fire/Weather, remote camera project for weather/fire monitoring, thermal imaging cameras, fire station bathroom gender accommodation, Fire Station (FS) 26 kitchen, flooring and bathroom remodel, tarmac repair, Dormitory privacy and repairs, bathroom modifications for FS 13, and kitchen remodel for FS 6. Approximately \$1.75 million in projects were moved from FY 2018/19 to FY 2019/20.
- YTD Expenditures of approximately \$2.0 million are attributable to progress on the following projects: multiple I.T. related projects, cardiac monitors, ECC upgrade for Fire/Weather, and FS 6 kitchen remodel.

**Fire Stations and Facilities**

Fund 123	YTD Actual	Budget	Percent
Revenue	282,829	898,725	31.5%
Expenditures	470,936	2,073,562	22.7%

- Revenues in this fund are attributable to interest earned through the third quarter. Miscellaneous developer related revenue represents the balance of the revenue budget.
- Appropriations of \$2 million include initial funding allotments for replacement of FS 9, RFOTC Training Grounds expansion and upgrade, FS 49 Apparatus bay floor reconstruction, Infrastructure Security Enhancements, US&R warehouse training center improvements, carport installations in FS 18, and FS 42 site stabilization. Approximately \$14.0 million in projects were moved from FY 2018/19 to FY 2019/20.
- Expenditures through the third quarter are primarily attributable to the RFOTC Training Grounds Expansion and Upgrade, US&R warehouse training center improvements and carports at FS 18.

**Communications & Info. Systems**

Fund 124	YTD Actual	Budget	Percent
Revenue	166,000	195,302	85.0%
Expenditures	3,373,036	6,666,290	50.6%

- Revenues in this fund are attributable to interest earned through the third quarter.
- Appropriations of \$6.7 million include funding for: OCFA Enterprise Audio Video Equipment upgrades, RFOTC Data Center Fire Suppression system, Disaster Recovery Co-Location facility, 800 MHz System Countywide Coordinated Communication System upgrade, IFP Replacement, Incident Reporting Application Replacement, and CAD2CAD next generation project. Approximately \$4.0 million in projects were moved from FY 2018/19 to FY 2019/20.
- YTD expenditures are primarily attributable to the 800 MHz system upgrade, however progress has also occurred in the Incident Reporting Application Replacement and CAD2CAD projects.

**Fire Apparatus**

Fund 133	YTD Actual	Budget	Percent
Revenue	1,355,734	1,802,544	75.2%
Expenditures	4,231,483	11,101,654	38.1%

- Revenues in this fund are attributable to vehicle replacement program payments from cash contract cities, and interest earned through the third quarter.
- Expenditures in this fund include final lease payments on the helicopters, three Type II Engines, vehicle outfitting, Command vehicles, and mid and full size 4 door vehicles for operations, investigations, property and risk management and EMS and pickups for Operations and the Service Center.

**SUMMARY**

*For more information.* This summary is based on detailed information from our financial system. If you would like more information or have any questions about the report, please contact Deborah Gunderson, Budget Manager at 714-573-6302, or Tricia Jakubiak, Treasurer at 714-573-6301.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
May 23, 2019

Agenda Item No. 3C  
Consent Calendar

**Fire Station Alerting System Replacement for  
Garden Grove Fire Stations 80-86**

**Contact(s) for Further Information**

Jim Ruane, Assistant Chief [jimruane@ocfa.org](mailto:jimruane@ocfa.org) 714.573.6801  
Logistics Department

Joel Brodowski, IT Manager [joelbrodowski@ocfa.org](mailto:joelbrodowski@ocfa.org) 714.573.6421

**Summary**

This agenda item seeks approval to enter into an agreement with Westnet, Inc. for the installation and replacement of fire station alerting system controllers, speakers, lights, and other electrical components as needed at Garden Grove Fire Stations 80–86.

**Prior Board/Committee Action**

At its August 22, 2013, meeting, the Executive Committee awarded a contract to Westnet, Inc. to upgrade all OCFA Fire Station alerting systems with digital electronic fire station alerting technology after a competitive Request for Proposal (RFP) process. On March 28, 2019, the Board of Directors approved the City of Garden Grove as a member of the OCFA Joint Powers Authority, effective August 16, 2019.

**RECOMMENDED ACTION(s)**

1. Approve and authorize the Purchasing Manager to issue a sole source contract to Westnet, Inc. to replace the fire station alerting system at Garden Grove Fire Stations 80–86 in the amount of \$124,777.09 and add a 10% contingency (\$12,478) to the contract for additional services that may be required during the replacement with the stipulation the Board Chair or Vice Chair are notified before commitment of any contingency funds.
2. Approve and authorize the Purchasing Manager to issue future sole source contracts with Westnet, Inc. for OCFA fire station alerting system upgrades as long as funding is available in the adopted budget.
3. Approve and authorize the Purchasing Manager to adjust the Westnet, Inc. annual support and maintenance contract for the estimated amount not to exceed \$12,500 after the one-year warranty period expires, to add Garden Grove Fire Stations 80–86.

**Impact to Cities/County**

The addition of the City of Garden Grove as a member of the OCFA JPA provides additional opportunity to streamline overhead and increase the effectiveness of the OCFA's regional protection system.

**Fiscal Impact**

New costs that will be incurred by OCFA in the provision of service to Garden Grove will be funded by new revenue from the proposed contract charge.

## **Background**

### ***Sole Source Justification***

As a result of a competitive solicitation, Westnet, Inc. was awarded the contract in 2013 to integrate all existing OCFA fire station alerting systems with the TriTech CAD system. Westnet is a local firm based in Huntington Beach, and is the original equipment manufacturer, sole distributor, and sole service provider for the Westnet, Inc. digital fire station alerting technology.

The Westnet, Inc. system is currently installed at OCFA and integrates all existing fire station alerting systems to its Computer Aided Dispatch (CAD) system. In order to standardize and modernize OCFA station alerting systems, all future installations and upgrades will require proprietary Westnet, Inc. components resulting in future contracts with Westnet, Inc.

### ***Recommendation***

OCFA staff are working to integrate the seven Garden Grove Fire Department Fire Stations with the OCFA's public safety systems, including station alerting before the start of service date of August 16, 2019. Staff is recommending approval and authorization for the Purchasing Manager to execute the proposed agreement with Westnet, Inc. in the amount of \$124,777.09 plus a 10% contingency (\$12,478) for a total contract value of \$137,255.09. The 10% contingency budget will be used for additional services that may be required as identified during installation and the Board Chair or Vice Chair will be notified prior to use of contingency funds.

Staff is also requesting authorization for the Purchasing Manager to issue future sole source contracts with Westnet, Inc. for OCFA fire station alerting system upgrades as long as funding is available in the adopted budget, and to adjust the Westnet, Inc. annual support and maintenance contract for the estimated amount not to exceed \$12,500 after the one-year warranty period expires to add Garden Grove Fire Stations 80–86.

### **Attachment(s)**

1. Proposed Agreement (Posted on-line at OCFA.org)
2. Sole Source Justification Form



**ORANGE COUNTY FIRE AUTHORITY  
CONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT FOR CONTRACTOR SERVICES ("Agreement") is made and entered into this \_\_\_\_\_ day of May 2019 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", and Westnet Inc., a California Corporation, hereinafter referred to as "Contractor". OCFA and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, OCFA requires the services of a Contractor for the purchase and installation of First-In Fire Station Alerting systems for Fire Stations 80 - 86 located in the City of Garden Grove, hereinafter referred to as "Project"; and

WHEREAS, Contractor has submitted to OCFA a quote to provide the necessary services for the Project services, attached hereto as Exhibit "A" and is incorporated herein by this reference; and

WHEREAS, based on its experience and reputation, Contractor is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain Contractor to provide the necessary Project services.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Contractor and Contractor agrees to provide professional services as follows:

**AGREEMENT**

**1. CONTRACTOR SERVICES**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the Quote ("Contractor's Quote"), which is attached hereto as Exhibit "A" (hereinafter, the "Services" or "Work"). Should any conflict or inconsistency exist between the body of this Agreement and Exhibit "A", the terms of this Agreement shall control. Contractor warrants that all Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same discipline in the State of California and in accordance with all applicable laws per Sections 1.2 and 1.3. Contractor represents and warrants that it and all of its employees and subcontractors providing any Services or Work under

this Agreement shall have sufficient skill and expertise to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the OCFA in accordance with the Acceptance Test Plan and Final System Acceptance specifications incorporated within Exhibits E & F to the applicable Statement of Work.

### **1.2 Compliance with Law.**

Contractor shall comply at all times during the term of this Agreement with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

### **1.3 Public Contracts Law.**

The Authority is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein, and will be complied with the Contractor.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)].

No contractor or subcontractor may be awarded or perform a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall not pay less than the prevailing wage. It shall be the responsibility of the Contractor to obtain the prevailing wage rates from the Director of Industrial Relations directly.

### **1.4 Licenses and Permits.**

Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this

Agreement. Contractor represents and warrants to OCFA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

### **1.5 Familiarity with Work.**

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Contractor discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Contractor shall immediately inform OCFA of such fact and shall not proceed with any Work except at Contractor's risk until written instructions are received from the Contract Officer.

### **1.6 Care of Work.**

Contractor shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the Work, and shall be responsible for all such damage until acceptance of the Work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

### **1.7 Prevailing Wage.**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the

Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

## **2. TIME FOR COMPLETION**

The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to the schedule set forth in Contractor's Quote. Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

## **3. COMPENSATION**

### **3.1 Compensation of Contractor and Payment Terms.**

Authority agrees to pay and the Contractor agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of one hundred twenty-four thousand, seven hundred seventy-seven dollars and nine cents (\$124,777.09) as shown on the Contractor's Quote.

Payments shall be made by Authority within thirty (30) days of invoicing by the Contractor per the progress schedule set forth in the Contractor's Quote. Payments may be subject to a retention of five (5) percent of the invoice amount to be released upon satisfactory completion of all work pursuant to this Agreement, subject to any extension granted under Section 4.2 of this Agreement.

Payments shall be made on demands drawn in the manner required by law, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract, and that the amount stated in the certificate is due under the terms of the Contract. Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

### **3.3 Changes.**

In the event any change or changes in the Work is requested by OCFA, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into, among other things: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

### **3.4 Appropriations.**

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA. In the event of termination under this Section, Contractor shall be entitled to compensation in accordance with Section 8.5.

## **4. PERFORMANCE SCHEDULE**

### **4.1 Time of Essence.**

Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement.

### **4.2 Schedule of Performance.**

All services rendered pursuant to this Agreement and the Contractor's Quote, except technical support, shall be completed within 90 days of the execution of this Agreement ("Completion Date"). Any request for an extension must be submitted to the Contract Officer for review and approval at least twenty-one (21) days in advance of the Completion Date.

### **4.3 Force Majeure.**

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not restricted to, acts of God or of a public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the OCFA, if the Contractor, within ten (10) days of the commencement of such condition, notifies the Contract Officer in writing of the causes of the delay. The Contract Officer shall thereupon ascertain the facts and the extent of the delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against OCFA for any delay in the performance of this Agreement under this section, Contractor's sole remedy being extension of the Agreement pursuant to this section.

#### **4.4 Term.**

Unless earlier terminated in accordance with Sections 8.5 and 8.6 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding ninety (90) days from the date hereof, unless extended by mutual written agreement of the parties.

### **5. COORDINATION OF WORK**

#### **5.1 Representative of Contractor.**

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Dawn Matheny, Chief Financial Officer.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Contractor without the express written approval of the Contract Officer.

#### **5.2 Contract Officer.**

The Contract Officer shall be IT Manager, Joel Brodowski, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the OCFA required hereunder to carry out the terms of this Agreement.

#### **5.3 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Contractor shall disclose in its Statement of Work any subcontractors which shall be utilized in the performance of its obligations under this Agreement. OCFA shall have the right to reject any subcontractor designated by Subcontractor in its sole and absolute discretion. Contractor shall be responsible to OCFA for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. All persons engaged in the Work will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. In

addition, neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of OCFA.

#### **5.4 Independent Contractor.**

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

C. No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 3 herein, of any nature relating to salary, taxes,

or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

**5.5 Employee Retirement System Eligibility Indemnification.**

A. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Contractor shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Contractor or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

**6. INSURANCE, INDEMNIFICATION AND BONDS**

**6.1 Compliance with Insurance Requirements.**

Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. In addition, Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services until it has provided evidence satisfactory to OCFA that the subconsultant or subcontractor has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

**6.2 Types of Insurance Required.**

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:



A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles. Additionally, the policy should be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to this Agreement.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the OCFA, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. Professional Liability/Errors and Omissions Insurance ("PLI"). Contractor shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Contractor. Contractor shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) (the "Minimum PLI Limits"). Covered professional services shall specifically include all Work or Services to be performed under this Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the Minimum PLI Limits for the Work or Services to be performed under this Agreement.

1. The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

2. If the PLI policy of insurance is written on a “claims-made” basis, the policy must be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder (the “PLI Coverage Period”). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Contractor shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.D. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Contractor during the time period during which any Work or Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

3. If the PLI policy is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Work or Services provided hereunder.

4. Contractor shall not perform any Work or Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Contractor for Work or Services performed while required PLI insurance is not in effect.

### **6.3 Acceptability of Insurers.**

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer) listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best’s Key Rating Guide, except that the OCFA will accept workers’ compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

#### **6.4 Insurance Endorsements.**

Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability, Automobile Liability, and Contractor's Pollution Liability Insurance shall be endorsed to provide the following:

(i) Additional Insured: The OCFA, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement; and

(ii) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(iii) Notice: The policy or policies of insurance required by this section for Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to OCFA shall be by ten (10) days' prior written notice.

B. For all policies of Commercial General Liability Insurance and Contractor's Pollution Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

#### **6.5 Deductibles and Self-Insured Retentions.**

Any deductible or self-insured retention must be approved in writing by the OCFA in advance and shall protect the OCFA, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

#### **6.6 Primary and Non-Contributing Insurance.**

All policies of Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance shall be primary and any other insurance,

deductible, or self-insurance maintained by the OCFA, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

#### **6.7 Waiver of Subrogation.**

All policies of Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the OCFA, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

#### **6.8 Evidence of Coverage.**

Concurrently with the execution of this Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

#### **6.9 Requirements Not Limiting.**

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

#### **6.10 Enforcement of Agreement (Non-Estoppel).**

Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

#### **6.11 Insurance for Subcontractors.**

Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability, Automobile Liability, and Contractors Pollution Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the OCFA, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the OCFA.

#### **6.12 Other Insurance Requirements.**

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual

liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Work. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Work under this Agreement who are brought onto or involved in the Work by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the OCFA for review.

F. Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

G. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

### **6.13 Indemnification.**

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, arising out of third party claims, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officers, directors, employees, subcontractors, subconsultants, contractors or agents, in connection with Contractor's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related

costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Contractor are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the OCFA, its officials, officers, employees agents and volunteers.

#### **6.14 Payment Bond.**

Pursuant to Civil Code section 9950, the Contractor shall furnish, and maintain thereafter a payment bond for 100% of the amount specified in the Contractor's Quote until the project is complete. Authority shall release the bond upon satisfactory completion of work as provided for in this Agreement, and in a manner consistent with state law.

### **7. RECORDS AND REPORTS**

#### **7.1 Reports.**

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

#### **7.2 Records.**

Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Contractor shall maintain such books and records in accordance with generally accepted accounting principles and shall clearly identify and retain the same for a period of three (3) years from the date of final payment by OCFA hereunder.

#### **7.3 Ownership of Documents.**

Except for any documents required by the rules of conduct governing Contractor's profession to be owned by Contractor, all reports, graphics, wiring diagrams, plans, as built drawings, system documentation and other materials

prepared by Contractor, its employees, subconsultants, subcontractors and agents for OCFA in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subconsultants and subcontractors shall provide for assignment to OCFA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify OCFA for all damages resulting therefrom.

#### **7.4 Release of Documents.**

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subconsultants, subcontractors and agents in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

### **8. ENFORCEMENT OF AGREEMENT**

#### **8.1 California Law.**

This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

#### **8.2 Waiver.**

No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of Contractor. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### **8.3 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.



#### **8.4 Legal Action.**

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

#### **8.5 Termination Prior to Expiration of Term.**

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

Contractor may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to OCFA.

#### **8.6 Termination for Default.**

A. OCFA or Contractor's failure to comply with any provision of this Agreement shall constitute a default.

B. If the Contract Officer on behalf of OCFA, or Representative of Contractor (the "Notifying Party"), determines that the other party is in default in the performance of any of the terms or conditions of this Agreement (the "Defaulting Party"), he/she shall notify the Defaulting Party in writing of such default. The Defaulting Party shall have ten (10) days, or such longer period as may be designated in writing, to cure the default by rendering satisfactory performance. In the event the Defaulting Party fails to cure its default within such period of time, the Notifying Party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which the Notifying Party may be entitled at law, in equity, or under this Agreement. The Defaulting Party shall be liable for any and all reasonable costs incurred by the Notifying Party as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit either party's right to terminate this Agreement without cause pursuant to Section 8.5.

C. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, OCFA may, after compliance with the provisions of Section 8.6(B), take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the OCFA shall use reasonable efforts to mitigate such damages), and OCFA may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the OCFA under this Section. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

#### **8.7 Attorneys' Fees.**

In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

### **9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

#### **9.1 Non-Liability of OCFA Officers and Employees.**

No officer or employee of OCFA shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

#### **9.2 Covenant Against Discrimination.**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.



**10.5 Successors in Interest.**

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

**10.6 Third Party Beneficiary.**

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

**10.7 Recitals.**

The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

**10.8 Survival.**

Any responsibility of Contractor for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration or termination of this Agreement.

**10.9 Corporate Authority.**

Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

**[Signatures on Next Page]**

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Debbie Casper, C.P.M., CPPB  
Purchasing & Materials Manager

**APPROVED AS TO FORM.**

**ATTEST:**

By:   
DAVID E. KENDIG  
GENERAL COUNSEL

\_\_\_\_\_  
Sherry A.F. Wentz  
Clerk of the Authority

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

**"FIRM"**

**WESTNET, INC.**

Date: 05/09/19

By:   
Dawn Matheny  
Chief Financial Officer

Date: 5-8-19

By:   
Richard Matheny  
Chief Executive Officer

**EXHIBIT A**

## *Exhibit "A"*

# **ORANGE COUNTY FIRE AUTHORITY**



## ***Statement of Work for Installation of First-In Fire Station Alerting Systems Garden Grove Fire Stations 80-86***

**Westnet, Inc.  
Huntington Beach, CA 92649  
(800) 807-1700  
[www.FirstInAlerting.com](http://www.FirstInAlerting.com)**



## **PROJECT OVERVIEW:**

This purpose of this project is to implement a new Westnet First-In<sup>®</sup> Fire Station Alerting System. The parties to this project are: Westnet, Inc. (Westnet or "Contractor") as the provider, installer, and implementer of the system and Orange County Fire Authority as the "Client", or "Customer".

Westnet will provide and install a First-In Fire Station Alerting System in Garden Grove Fire Stations 80, 81, 82, 83, 84, 85, and 86.

Upon receipt of an alert from the Client's CAD, the Westnet System will utilize the Client's network and radio system to activate the Westnet Systems in the Client Fire Stations. Depending upon Station relays and interfaces, the various First-In Smart Station Units (Units) and/or other non-Smart Station units, if implemented, (i.e. Client's public address system, traffic lights, stove, etc.) will emit an audible and/or visual indication of an incoming alert from Dispatch.

### **EXHIBITS:**

The Exhibits listed below are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed.

Exhibit A	Delivery and Installation Verification Forms
Exhibit B	Warranty
Exhibit C	Contract Price and Deliverables
Exhibit D	Payment Schedule
Exhibit E	A-ceptance Test Plan
Exhibit F	Final System Acceptance Certificate
Exhibit G	Maintenance and Support Statement of Work

### **PROJECT SCHEDULE:**

The estimated project timeline starts upon Westnet's acceptance of the Customer's purchase order which includes by reference this Statement of Work. The timeline for completion is 90 days from the later of the accepted Purchase Order or receipt by Westnet of all programming information necessary to deliver the System. Factors that may expedite or delay this schedule are: each party completing their respective tasks, the technical assistance or items provided by Client third parties (i.e. CAD vendor) and successful completion of a project milestone.

### **CHANGE ORDERS:**

No changes to this SOW that result in additional charges will be implemented without an approved written Change Order executed by both parties.

### **WESTNET'S SUBCONTRACTOR INFORMATION:**

**In The Light Electric, Inc.**  
**419 Promontory Drive East**  
**Newport Beach, CA 92660**  
Ken Radford  
Office: (909) 319-1125  
Email: [rad4jc@gmail.com](mailto:rad4jc@gmail.com)





**WESTNET TO PROVIDE:**

1. The Deliverables as listed Exhibit C.
2. Installation of the Deliverables, which includes installation and testing of the new station cabling.
3. Participation in on-site acceptance testing as listed in Exhibit E.
4. A Westnet Representative at the conclusion of the installation to certify the installation and provide operator training. Operator training will consist of one (1) class per fire station.
5. Project management and coordination with Customer technical staff on system configuration.
6. A one-year warranty per Exhibit B. The warranty and technical support period commences upon first beneficial use as described in the Westnet Limited Warranty.
7. Provide as-built drawings depicting the Westnet equipment in the fire station(s).

**CUSTOMER TO PROVIDE:**

1. Complete and return to Westnet all RFI documents and provide written approval of a completed Voice Track Configuration Sheet thirty (30) days prior to scheduled equipment shipment.
2. A VPN or IP connection for remote system adjustments, maintenance, troubleshooting and updates. It is estimated that the System will need one (1) additional IP address for maintenance purposes.
3. Rough-in of boxes and any conduit required by the electrical code or Customer.
4. Confirmation that all rough-in is complete prior to scheduling installation of the System.
5. Removal or disposal of any existing equipment.
6. Existing amplifier or speaker troubleshooting, repair or replacement.
7. Any interfaces in Dispatch (i.e. CAD or radio console) or licenses to other dispatcher centers.
8. Locked storage for the equipment. The Customer will bear the risk of loss on the equipment once it has been delivered to the Customer, or permanently affixed to the fire station. The Customer's Project Manager will inspect the equipment as each Station's equipment is delivered and will execute the Delivery Verification Form in Exhibit A-1.
9. All antivirus and operating system updates for any Dispatch computers supplied for this project. The Customer will need to schedule the updates in order to minimize system interruption.
10. Provide a minimum of five (5) business days notice to the Westnet Project Manager or Westnet's Installation Company should the Customer need to postpone the scheduled installation or any project-related visits. Remobilization charges may apply if the Customer has not provided all items listed in this Statement of Work prior to the scheduled installation and if Westnet is unable to reasonably continue work at another Customer location.
11. One unused electrical wall outlet for each UPS, Appliance and Systems Interface Unit, flat panel display or Messenger.
12. Adequate space to install the System. If the Customer desires the System to be installed in a rack, a



First-In rack mount kit and other accessories will be required. The Master Control Unit, Power Module and UPS must not be more than six (6) feet from the fire station radio(s), the network switch and a 110-volt outlet.

13. Provide the radio equipment necessary for integration. The installed radio equipment includes, but is not limited to, a properly operating radio, installed outside antenna and feedline, and a lightning arrester with a five-ohm earth ground circuit connected to the radio antenna lightning suppressing circuit. The radio must produce an acceptable level of signaling, as well as an acceptable level of Dispatch voice audio. An acceptable level of signaling shall be a fixed line level output of 500 millivolts peak-to-peak of Dispatch audio and alerting data (e.g. DTMF, P25, Digital, 2-tone sequential, etc.).
14. Access for Westnet at its discretion to install a Westnet-owned Performance Monitoring Computer in Dispatch. The computer is used to administer technical support and maintenance services. The computer will be returned to Westnet at the conclusion of the warranty and/or maintenance period.
15. Technical assistance on integration with the Customer equipment to be integrated with the alerting system and associated with fire station alerting (e.g. radio, network equipment).
16. If permits are required, the Customer will provide electronic drawings of the station. These drawings must be capable of being edited and used for the permit process. Unless otherwise listed as a Deliverable, a separate fee will be assessed for permit fees.
17. The supply or install of any conduit work, power receptacles, shunt trip circuit breakers, coils for the kitchen appliances, gas solenoid, power contactors, any wiring in excess of 24-volts, bond fees, or any other work and/or materials not specifically included or listed herein.
18. A Client-provided analog paging port to the station's phone switch which will interface with the Telephone Interface Module to provide in-house/intercom paging over the newly installed System speakers. If the station has a VoIP telephone system, the Client shall provide an analog telephone adapter (ATA) and assign an extension for in-house paging.
19. The Appliance and Systems Interface Unit (SS-SAIU-10) will only control a one gas solenoid valve rated 1.51 amps 24V AC. The Westnet tested and accepted natural gas valve is the ASCO Red Hat normally closed gas valve. Normally closed means that the valve will flow gas when the 24VAC power is applied to the gas valve control coil. When the fire station is in an alerted mode, the SS-SAIU-10 removes the 24 VAC power from the gas control coil and the gas valve closes shutting off the flow of natural gas to the appliances. The SS-SAIU-10 requires a 120V receptacle located in accessible area and is to be installed by a licensed electrician. The approved ASCO Red Hat valves are as follows: 8215B060, 8215B050 or 8215G030. They are not to be mounted outside as they are not rated as weatherproof. The solenoid must be installed in a ventilated area and by a licensed plumber. Each additional electrical appliance(s) and/or fixture(s), to be controlled by the SS-SAIU-10, requires a Client provided, 50 Amp (Minimum), 600V, 24VAC Coil, continuous-duty contactor to be installed by a licensed electrician.
20. Provide any other support to Westnet to ensure successful installation and integration of the alerting Systems.

#### **DEPENDENCIES AND ASSUMPTIONS:**

1. The Customer will obtain any required installation approval of the Historical Society or other agencies having jurisdiction over installing/relocating equipment in the Fire Stations. The Customer agrees to pay the permit fees if any.



2. The number of contact closures in a Control Remote will not exceed 8. Stations requiring more zones or contact closures will require an additional Control Remote. There is no physical limit to the number of Control Remotes that can be installed in a station. Westnet will not do any high-voltage wiring.
3. Alerting Equipment Tone, Voice or Programming Changes: Any changes in the wording or tones of the voice announcements or reprogramming to any units once the Customer had signed the System Configuration Form may be billable to the Customer.
4. If during the installation process, Westnet suspects or encounters asbestos, Westnet will inform the Customer. Westnet will use best efforts to utilize alternate installation methods but will not drill any holes or disturb the asbestos in the related area. Westnet shall have no liability to the Customer, its employees or to any other persons for any asbestos related claims, including, without limitation, removal or cleanup costs, loss of use, lost profits or personal injury or property damages.
5. Westnet will use best efforts to conceal all wiring. However, due to station construction or other installation limitations (i.e. the possibility of asbestos, inaccessibility), certain cables and raceway may need to be surface-mounted or devices relocated to a more practical location. Westnet understands that the term "optimal" is subjective. Although Westnet will attempt to place the equipment in the Customer's desired locations, Westnet reserves the right to place the equipment in the safest and most beneficial location for system performance
6. Any issue affecting the installation such as corrections or repairs, discrepancies among Customer personnel in regard to the placement, mounting methods or other installation matters, must be resolved within twenty-four (24) hours while Westnet personnel is on-site. If such resolution does not occur, Westnet may bill the Customer and customer agrees to pay for any standby time until such discrepancy is resolved.

**EXCLUSIONS:**

Unless specifically stated otherwise, the following items are excluded from the goods and services to be provided by Westnet:

1. Any equipment not listed in the Contract Deliverables Schedule (Exhibit C).
2. Spare/loaner equipment unless an on-site warranty is purchased.
3. Westnet does not warranty equipment provided under this Statement of Work should a party other than Westnet or Westnet's installation subcontractor or Westnet trained installer install or integrate any non-Westnet equipment into the alerting or dispatch systems. An exception to this is the CAD interface and Customer's radio system.
4. Westnet and/or any Westnet-supplied equipment will not make a recommendation as to which apparatus or personnel assigned to an emergency call. Rather, Dispatch personnel, the CAD and/or any other Customer mechanism are responsible for equipment and personnel assignment.
5. The Customer will be notified of any non-functioning Customer equipment. Westnet's proposal does not include repair or replacement of any Customer-owned systems. If a station's public address, lighting, or any other existing systems to be tied into the alerting system are not functioning properly, the Customer will need to repair those items.
6. Westnet's pricing does not include any new circuits, breakers or upgrades to the electrical system or wiring to the emergency panel or generator.




- 7. Aesthetic restoration of installation areas (e.g. color/texture matching), of ceilings, walls, or conduit runs, beyond what Westnet determines is commercially viable.
  
- 8. Taxes and Permit Fees: Unless specifically included in Exhibit C, the Contract Price excludes federal, state, or local sales, use, or other taxes (other than federal, state, and local taxes based on Westnet's income or net worth), all of which will be paid by Customer except as exempt by law. Increases in any tax rate as listed in Exhibit C shall be paid by Customer. The Customer agrees to pay or reimburse Westnet plus overhead for all permit fees, fees by others, and related expenses unless specifically listed and at the amount in Exhibit C.

In witness whereof, the parties hereby agree to this Statement of Work on the dates set forth below.

**WESTNET:  
WESTNET, INC.**

**CUSTOMER:  
ORANGE COUNTY FIRE AUTHORITY**

By:   
 Name: Dawn Matheny  
 Title: CFD  
 Date: 05/10/19

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



**EXHIBIT A-1**

**DELIVERY VERIFICATION FORM\***

**First-In Fire Station Alerting Equipment**

The signature below serves as verification that the boxes with equipment listed for Station \_\_\_\_\_ in Exhibit C were delivered with no apparent damage.

\_\_\_\_\_

Customer Representative

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name & Title

(For partial deliveries, the following form shall be used.)

The signature below serves as verification that the following boxes with equipment listed for Station \_\_\_\_\_ in Exhibit C were delivered with apparent damage:

1. \_\_\_\_\_

3. \_\_\_\_\_

2. \_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

Customer Representative

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name & Title

\* Print and execute one copy of this form for each station.



**EXHIBIT A-2**

**INSTALLATION VERIFICATION FORM\***

The signature below serves as verification that the Fire Station Alerting Equipment enumerated in Exhibit C, plus or minus the following mutually agreed upon changes, has been installed in a commercially reasonable manner and functions properly in the **System Test Mode**. Any punch-list items will be resolved prior to final System Acceptance.

A check in this box means that no equipment changes were made, and that the only equipment installed at the Fire Station is that which is listed in Exhibit C.

A check in this box means the following mutually agreed upon changes have been installed.

1. \_\_\_\_\_

6. \_\_\_\_\_

2. \_\_\_\_\_

7. \_\_\_\_\_

3. \_\_\_\_\_

8. \_\_\_\_\_

4. \_\_\_\_\_

9. \_\_\_\_\_

5. \_\_\_\_\_

10. \_\_\_\_\_

\_\_\_\_\_  
Customer Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**\* Print and execute one copy of this form for each station.**



## **EXHIBIT B**

### **WESTNET, INC. STANDARD LIMITED WARRANTY**

Westnet, Inc. ("Westnet") is providing its Standard Limited Warranty ("Limited Warranty") covering the First-In™ products, parts, components, software and systems purchased by Customer (collectively, the "Product"). If Westnet, or an authorized Westnet subcontractor performs the installation, such installation service will be deemed to be part of the Product for purposes of this Limited Warranty.

**Warranty Commencement Date:** When Westnet, or an authorized Westnet subcontractor, installs the Product, this Warranty shall commence upon the (1) first beneficial use of the Product by Customer, or (2) when installation is complete, whichever occurs first. In all other instances, this warranty commences upon delivery. This Limited Warranty is not extended if Westnet repairs or replaces the Product.

**Scope of Warranty:** Westnet warrants exclusively to Customer that the Product will be free from defects in material and workmanship for a period of one (1) year from the Warranty Commencement Date. Westnet will perform all warranty work at its service location only, unless Westnet agrees, in its sole discretion, to perform at Customer's location. Customer's exclusive remedy for any breach of this Limited Warranty will be either (1) the repair or replacement, at Westnet's option, of the non-conforming Product, or (2) at Westnet's sole discretion, reimburse Customer the purchase price paid by Customer for the Product, provided Customer has returned the Product to Westnet. Repairs may be made with either new or reconditioned components and will be shipped to Customer at the expense of Westnet. Any replaced Product becomes the property of Westnet.

**Limitations/Exclusions:** This Limited Warranty applies only if Westnet confirms that the alleged defect or non-conformance exists and was not caused by Customer's or any third person's misuse, negligence, improper installation or testing, or unauthorized attempts to open, repair or modify the Product, or by accident, fire, water, lightening, power cuts or outages, power or telephone line transients, viruses, other hazards, or acts of God, or by any other cause beyond the range of intended use in accordance with the Product's normal usage and Westnet's published instructions. ***This Limited Warranty does not cover the following:*** (1) Any parts and cabling used in the installation of a Product unless Westnet or an authorized Westnet subcontractor (and not Customer or a third party installation company) performs the complete installation, (2) Physical damage to the surface of the Product after its delivery to Customer, including cracks or scratches on the LCD or outside casing, (3) When the malfunction results from the use of this Product in conjunction with other products, or ancillary or peripheral equipment, and Westnet determines there is no fault with the Product itself, (4) Any defect or malfunction of the Product due to any communications software or device Customer may use with the Product, (5) Any damages to or defects in the delivered Products that are observable in a reasonable visual inspection ***unless*** a Claim is made in writing to Westnet within thirty (30) days after the date of delivery. This Limited Warranty does not cover loss or damage of any kind resulting from any delay in delivery.

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND WESTNET'S STATUTORY WARRANTY OF GOOD TITLE, WESTNET MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCT COVERED HEREBY, AND EXPRESSLY DISCLAIMS THE **IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, OR (SUBJECT TO THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN) NONINFRINGEMENT OF PATENTS OR OTHER PROPRIETARY RIGHTS.** NO EMPLOYEE, AGENT OR REPRESENTATIVE OF WESTNET IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF WESTNET RELATING TO THE PRODUCTS EXCEPT TO THE EXTENT SPECIFICALLY STATED HEREIN. WESTNET NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THE PRODUCTS.



**Warranty Claims:** In order to make a Claim under this Limited Warranty, Customer must first notify Westnet in writing not more than one (1) year after the Warranty Commencement Date. Notice must be sent to: **Westnet, Attention Warranty Department, 15542 Chemical Lane, Huntington Beach, California 92649** or can be faxed to **(714) 901-5610**. Inquiries regarding this Limited Warranty can also be directed by phone to **(714) 548-3500**.

Upon receipt of written notice, Westnet will first, at its option and expense, inspect the Product in its installed location. Unless otherwise waived by Westnet in writing, Customer must return the alleged non-conforming Product to Westnet's designated service center. Customer shall be responsible for all expenses associated with the transportation to/from Westnet's designated service center. Westnet shall not be liable for any damage incurred in the transportation of Product to/from Westnet's designated service center.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL WESTNET, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL) COST OF CAPITOL OR COST OF COVER ARISING OUT OF OR RELATING TO CUSTOMER'S SELECTION, ORDERING, DELIVERY, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE PRODUCT, EVEN IF WESTNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**AGGREGATE LIABILITY:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF WESTNET, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, ARISING FROM, RELATING TO, OR CONNECTED WITH THE PRODUCT, EXCEED **THE PURCHASE PRICE OF THE PRODUCT**. IT IS INTENDED THAT THIS LIMITATION WILL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION, EXCEPT FOR THAT PROVIDED FOR IN THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN, HOWEVER ALLEGED OR ARISING.

**INFRINGEMENT.** Westnet agrees to defend Customer and to pay (1) any damages award issued by a court of competent jurisdiction against Customer, and (2) direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Customer) as a result of any action brought against Customer, if and to the extent the action is based on a valid claim that any Product purchased by Customer under this Agreement infringes another person's U.S. patent, copyright, trade secret or trademark. Westnet will not have liability for, and Customer will defend Westnet against, and pay any damages awarded against Westnet and direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Westnet) to the extent the claimed infringement is based on or results in any material part from (a) any use of the Product other than in accordance with Westnet's published instructions, (b) any unauthorized modification or alteration of the Product, (c) any combination or use of the Product with any other product or system or technologies not supplied by Westnet; (d) Westnet's compliance with Customer's design or specifications, or (d) any refusal to accept or use suitable modified or replacement Products provided by Westnet to avoid infringement. Westnet's obligations under this paragraph will be conditioned upon Customer promptly notifying Westnet in writing of the existence of any such claim, giving Westnet full authority to conduct the defense and settlement of the claim, at Westnet's expense and with counsel of Westnet's selection, and cooperating fully with Westnet and such counsel.

This Limited Warranty will be governed by the laws of the State of California, U.S.A., excluding their conflicts of laws principles. The United Nations Convention of Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.





## EXHIBIT C

### CONTRACT PRICE AND DELIVERABLES

OCFA – Garden Grove Fire Stations (Quote ID # Q-04222-P1H4 Revision: 1)

Product ID	Product	QTY	Price	Sub Total
FIAP-Client-01	First-In Alerting Platform Client License (Single License)	2	\$849.00	\$1,698.00
FIAP-CLIENT-05	First-In Alerting Platform Client License Package (5 Licenses)	1	\$2,500.00	\$2,500.00
FIN-Eth-T10	Ethernet Data Activated First-In Type 10 MCU	7	\$7,395.95	\$51,771.65
FIN-MCU-UPGRADE-CR	First-In MCU Upgrade Credit	(7)	\$1,585.00	(\$11,095.00)
SPC1000-2U	On-Line UPS Double Conversion w/ Mounting Bracket	6	\$855.85	\$5,135.10
SPC28-LT	Power Module Lite	6	\$627.12	\$3,762.72
SS-TTMR-M	Turnout Timer (Medium)	6	\$825.00	\$4,950.00
SVC-LIFT-FEE	Lift Service Fee	6	\$1,250.00	\$7,500.00
	License and Dispatch Integration	7	\$1,850.00	\$12,950.00

**NOTES:**

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$79,172.47
Install Supplies	\$2,575.25
Total Tax (7.750 %)	\$6,335.45
Station Equipment Install	\$21,150.00
FIAP Install, Commissioning, and Testing	\$1,740.00
FIAP Training	\$435.00
One Year Toll Free Technical Support	\$4,277.15
On Site Warranty	\$3,150.00
Permitting and Bonding	\$5,941.77
<b>Total Amount</b>	<b>\$124,777.09</b>

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

***If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.***



**EXHIBIT D**

**WESTNET PROJECT MILESTONE PAYMENT SCHEDULE FOR EQUIPMENT AND INSTALLATION**

Description	Total Project
Orange County Fire Authority Garden Grove Fire Stations 80-86	\$124,777.09

	PROJECT MILESTONE	EXHIBIT
1	Equipment Delivery	Exhibit A-1
2	Installation	Exhibit A-2
3	Acceptance Testing	Exhibit E
4	Final System Acceptance	Exhibit F

	Payment Schedule	Project Cost %	Invoice Amount
1	Contract Design Review	15%	\$18,716.56
2	Test Procedure Signoff	5%	\$6,238.86
3	Manufacturing and Staging	20%	\$24,955.41
4	Installation	50%	\$62,388.55
5	Final System Acceptance	10%	\$12,477.71

**Total Amount: \$124,777.09**

If payment is not received within thirty (30) days from the date of invoice, a late fee of one and a half percent (1.5%) per month of the unpaid balance will be charged and immediately due.



## EXHIBIT E

### ACCEPTANCE TEST PLAN

**OBJECTIVE:** The purpose of completing this Acceptance Test Plan is to achieve "System Acceptance" by demonstrating to the Customer that the installed fire station alerting system ("System") equipment is operational and properly performs the function specified herein. Upon successful execution of this ATP, the System will have achieved "System Acceptance". Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance but will be corrected according to a mutually agreed upon schedule. In the event that a part of the System does not pass the ATP, the System will be re-tested when Westnet determines that a corrective action has been taken to ensure proper operation. Final System Acceptance will occur after System Acceptance and when all deliverables and other work have been completed. When Final System Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the Final System Acceptance Certificate.

**SCOPE:** The scope of this ATP is limited to the System supplied by Westnet, Inc. It does not include any other equipment or systems upon which the alerting system, once in use, relies for proper activation and function (i.e. the Customer's CAD, radio, network and/or electrical systems). The failure or unavailability of these other systems during the ATP shall not affect the outcome of this ATP, nor shall it affect the System Acceptance and subsequent Final System Acceptance of the System.

**TEST SCHEDULE:** Westnet and the Customer will conduct the ATP at a mutually agreed-upon time and date once Westnet informs the Customer that the System is ready for acceptance testing.

**FIRE STATION METHODOLOGY:** The ATP will test devices that, operationally, are activated by Dispatch, as well as devices that are not activated by Dispatch, but rather the fire station crew.

1. Data / Network Activation Operation - This section tests/simulates a test of a network-based alert of the station from Dispatch. Data sequences assigned to the fire station zones shall be applied to the Ethernet port of the Master Control Unit using the Alerting Platform or a computer equipped with the First-In API. The alerting response from the alerting system shall announce the specific unit(s) associated with the alerted and audio distribution shall activate all areas associated with the zone alerted. Once the zone is activated, the pre-announcement will announce the units alerted, nature of the call, and other preannouncement information detailed in the ZIR signoff sheet. After the preannouncement is complete, the dispatch audio will be heard throughout the station speakers.

- Pass
- N/A
- Fail

Notes:
--------

2. Radio Activation Operation – This section tests a radio-activated alert of the station from Dispatch, more specifically the Radio Interface Controller (RIC)'s activation of a station's Master Control Unit (MCU). This test will utilize First-In RIC's alert signaling on the customer's radio system

- A. Test of All-Call. This test will activate the "All-Call" zone in every station. Successful performance of this test requires All-Call activation from the Alerting Platform User Application, as well as All-Call activation from the manual RIC keypad. Once the zone is activated, the pre-announcement will announce the All-Call message and the dispatch audio is heard throughout the station speakers .

- Pass
- N/A
- Fail

Notes:
--------

- B. Test of Specific Zones in a Designated Station. This test will activate a specific zone (i.e. Engine) in a Designated Station. Step 1 of this test requires the proper station to be activated both from the Alerting Platform User Application, as well as the manual RIC keypad. Step 2 of this test requires that the specific zone selected be activated. Once the zone is activated, the pre-announcement will announce unit(s) assigned to the call and the dispatch audio is heard throughout the station speakers.

- Pass
- N/A
- Fail

Notes:

3. Turnout Timer Operation - This section tests the activation of the Turnout Timer(s). Upon activation of the Master Control Unit, the Timer(s) will begin to count up on a per-second basis. The Timer(s) will continue to count up and will automatically shut down when the Master Control Unit send the shutdown command to the station.

- Pass
- N/A
- Fail

Notes:

4. Automatic Backup Alerting - This section tests the automatic failover from the IP system to the RIC for a radio based alert. The RIC shall automatically be activated from the First-In Alerting Platform (FiAP) as soon as the FiAP detects that the primary alert was not successful. Without any action required on the part of the dispatcher, the RIC will send the alert to the proper station and units assigned to the call.

- Pass
- N/A
- Fail

Notes:

5. Manual Backup Alerting - Using the manual keypad of the RIC, the Customer selects the station and units to activate in the selected fire station. The station MCU activates the appropriate station and unit(s).

- Pass
- N/A
- Fail

Notes:

Customer Representative	Date
Printed Name & Title	



**EXHIBIT F**

**FINAL SYSTEM ACCEPTANCE CERTIFICATE**

The signature below serves as verification that the System has passed Acceptance Test Plan and that all deliverables and work have been completed.

\_\_\_\_\_

Customer Representative

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name & Title



## EXHIBIT G

### MAINTENANCE AND SUPPORT STATEMENT OF WORK

#### 1. SCOPE OF SERVICES

Westnet will provide comprehensive turn-key maintenance and support services for the installed First-In Fire Station Alerting System, ensuring all components are operating at peak performance according to Westnet's original manufacturing specifications. The Services to be provided under this agreement include the following:

- One year, 24/7 toll-free Technical Support and On-Site Maintenance for all equipment and software
- Repair and/or replacement of damaged units at no cost
- Spare equipment delivered the next business day (and Saturday's where available)
- Remote diagnostic analysis and uploads, software upgrades

#### 2. RESPONSE TIMES

Response times shall be determined in accordance with the Priority Level and Descriptions set forth in the following table. The response time shall commence from the time the Customer requests service or notifies Westnet of problems with the System by contacting Westnet's Call Center ("Notification"). Issue resolution may include phone support, VPN remote access, or on-site service (for issues not resolved via phone support or remote access).

**Westnet Technical Support: (800) 807-1700**  
**Office Hours: 8:00 – 5:00 PST, Monday – Friday**

Priority Levels	Hours / Days	Description
1	24/7/365 Including Holidays  3-6 Hour Response	<p>This priority level represents a significant issue that results in the inability to use the alerting systems.</p> <ul style="list-style-type: none"> <li>• Station reports that it is not receiving any form of an alert or there is no audio in a fire station.</li> <li>• Other failures that render the fire station MCU and more than five audio transmitting devices unusable.</li> </ul>
2	8:00 – 5:00 PST, Monday – Friday  2-Business- Day Response	<p>This priority level represents a moderate issue that restricts normal use of the alerting systems.</p> <ul style="list-style-type: none"> <li>• Any non-essential Fire Station device reported inoperable.</li> <li>• Reports of receiving other stations' or companies' alerts.</li> <li>• Requests to increase fire station volume levels within fire department-approved parameters.</li> </ul>



3	8:00 – 5:00 PST, Monday – Friday  3-Business- Day Response	<p>This priority level represents minor or non-emergency issues that do not restrict normal use of the station alerting systems.</p> <ul style="list-style-type: none"><li>• Requests to decrease volume levels within fire department-approved parameters</li><li>• Add additional equipment, request programming, or voice-chip changes.</li><li>• Requests for additional training.</li><li>• Other non-mission critical matters in the dispatch centers or fire stations</li></ul>
---	---	--

### 3. WESTNET'S RESPONSIBILITIES

Westnet shall:

- A. Provide Westnet-owned spare equipment while a System component is returned to Westnet for repair or replacement.
  - 1. Any Westnet-owned spare equipment parts provided under this Agreement are the property of Westnet. Any damage to Westnet's spare equipment parts is not covered under this Scope of Services and the Customer shall pay for the repair or replacement of the spare equipment parts.
  - 2. Westnet may service replaceable parts, by way of new or remanufactured replacement parts to Customer on an exchange basis. Upon receipt by the Customer of the replacement part, the original part becomes the property of Westnet, and shall be returned by Customer to Westnet. The Customer shall pay Westnet the full retail value of the replacement part if Westnet provides notice to the Customer to return the original part and Westnet does not receive the original part within thirty (30) days after replacement part installation.
- B. Upon request, Westnet shall provide a written quote for additional work not specifically identified in this Agreement. Such work could include, but is not limited to, additions and installation of new equipment, relocation of existing equipment, upgrades (not part of Westnet standard releases) and enhancements, and other system related goods and services. If the Customer decides to proceed with the work, a new purchase order will be issued exclusively for the work to be ordered.

### 4. CUSTOMER'S RESPONSIBILITIES

The Customer shall at all times or upon request:

- A. Make no modifications to the System without obtaining approval from Westnet in writing.
- B. Notify Westnet of any problems with the System by calling the Westnet Systems Group at 1-800-807-1700 (Westnet's call center).
- C. Provide and maintain an operating 24/7 VPN with IP access to the stations for the duration of the Agreement. The VPN shall allow Westnet to connect to all fire stations that are equipped with the First-In Fire Station Alerting (First-In) equipment. The VPN must be operating, and the Customer must allow Westnet to test the VPN prior to the commencement of this Agreement.
- D. Ensure that the Westnet monitor computer in the Dispatch Center (if provided) has 24/7 access to the VPN and to all Customer fire stations. The Customer will return the Westnet monitor computer to Westnet at the conclusion of this Agreement and any additional extensions.
- E. Provide the make and model number of the fire station radio the System is connected to for the source of dispatch audio. If there are any connections to this radio other than the outside antenna



and the power source, the Customer will provide a diagram showing the method of connection, connector pins used, signals obtained from the radio and signals sent to the radio by the fire station equipment.

- F. Provide the name, 24-hour telephone number and position of responsible party that can be contacted about each station's radio communication, public address, CAD, and network equipment.
- G. Provide Westnet with either code-access to the stations or an escort that is available 24/7 and within one (1) hour of notice of an on-site visit.
- H. If applicable, provide the make and model number of fire station amplifier, type of connectors used by fire alerting input, input impedance and the necessary audio level to drive station amplifier.
- I. Provide a description of station control circuits (e.g., lighting, door openers, gas shut-off) and the number of circuits to be controlled by the Control Remote.
- J. Ensure that the MCU at each station is at all times plugged into the Westnet supplied on-line fulltime UPS.
- K. Ensure that the MCU at each station is at all times plugged into the First-In Radio Isolation Unit. Westnet will exclude from this Agreement the repair of any equipment not properly connected to the Radio Isolation Unit.
- L. Ensure that the radio antenna and lightning arrestor is installed, is installed per current engineering standards and that all lightning protection equipment is connected to a 5-ohm earth ground by a #6 or larger cable not exceeding eight (8) feet in length between the 5-ohm earth ground and the protected equipment.
- M. Notify Westnet prior to making any change in any equipment connected to the fire station System.





**WESTNET.**

## ***Exhibit "A"***

# **ORANGE COUNTY FIRE AUTHORITY**



### ***Statement of Work for Installation of First-In Fire Station Alerting Systems Garden Grove Fire Stations 80-86***

Westnet, Inc.  
Huntington Beach, CA 92649  
(800) 807-1700  
[www.FirstInAlerting.com](http://www.FirstInAlerting.com)



## **PROJECT OVERVIEW:**

This purpose of this project is to implement a new Westnet First-In<sup>®</sup> Fire Station Alerting System. The parties to this project are: Westnet, Inc. (Westnet or "Contractor") as the provider, installer, and implementer of the system and Orange County Fire Authority as the "Client", or "Customer".

Westnet will provide and install a First-In Fire Station Alerting System in Garden Grove Fire Stations 80, 81, 82, 83, 84, 85, and 86.

Upon receipt of an alert from the Client's CAD, the Westnet System will utilize the Client's network and radio system to activate the Westnet Systems in the Client Fire Stations. Depending upon Station relays and interfaces, the various First-In Smart Station Units (Units) and/or other non-Smart Station units, if implemented, (i.e. Client's public address system, traffic lights, stove, etc.) will emit an audible and/or visual indication of an incoming alert from Dispatch.

### **EXHIBITS:**

The Exhibits listed below are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed.

Exhibit A	Delivery and Installation Verification Forms
Exhibit B	Warranty
Exhibit C	Contract Price and Deliverables
Exhibit D	Payment Schedule
Exhibit E	A-acceptance Test Plan
Exhibit F	Final System Acceptance Certificate
Exhibit G	Maintenance and Support Statement of Work

### **PROJECT SCHEDULE:**

The estimated project timeline starts upon Westnet's acceptance of the Customer's purchase order which includes by reference this Statement of Work. The timeline for completion is 90 days from the later of the accepted Purchase Order or receipt by Westnet of all programming information necessary to deliver the System. Factors that may expedite or delay this schedule are: each party completing their respective tasks, the technical assistance or items provided by Client third parties (i.e. CAD vendor) and successful completion of a project milestone.

### **CHANGE ORDERS:**

No changes to this SOW that result in additional charges will be implemented without an approved written Change Order executed by both parties.

### **WESTNET'S SUBCONTRACTOR INFORMATION:**

**In The Light Electric, Inc.**  
**419 Promontory Drive East**  
**Newport Beach, CA 92660**  
Ken Radford  
Office: (909) 319-1125  
Email: [rad4jc@gmail.com](mailto:rad4jc@gmail.com)



**WESTNET TO PROVIDE:**

1. The Deliverables as listed Exhibit C.
2. Installation of the Deliverables, which includes installation and testing of the new station cabling.
3. Participation in on-site acceptance testing as listed in Exhibit E.
4. A Westnet Representative at the conclusion of the installation to certify the installation and provide operator training. Operator training will consist of one (1) class per fire station.
5. Project management and coordination with Customer technical staff on system configuration.
6. A one-year warranty per Exhibit B. The warranty and technical support period commences upon first beneficial use as described in the Westnet Limited Warranty.
7. Provide as-built drawings depicting the Westnet equipment in the fire station(s).

**CUSTOMER TO PROVIDE:**

1. Complete and return to Westnet all RFI documents and provide written approval of a completed Voice Track Configuration Sheet thirty (30) days prior to scheduled equipment shipment.
2. A VPN or IP connection for remote system adjustments, maintenance, troubleshooting and updates. It is estimated that the System will need one (1) additional IP address for maintenance purposes.
3. Rough-in of boxes and any conduit required by the electrical code or Customer.
4. Confirmation that all rough-in is complete prior to scheduling installation of the System.
5. Removal or disposal of any existing equipment.
6. Existing amplifier or speaker troubleshooting, repair or replacement.
7. Any interfaces in Dispatch (i.e. CAD or radio console) or licenses to other dispatcher centers.
8. Locked storage for the equipment. The Customer will bear the risk of loss on the equipment once it has been delivered to the Customer, or permanently affixed to the fire station. The Customer's Project Manager will inspect the equipment as each Station's equipment is delivered and will execute the Delivery Verification Form in Exhibit A-1.
9. All antivirus and operating system updates for any Dispatch computers supplied for this project. The Customer will need to schedule the updates in order to minimize system interruption.
10. Provide a minimum of five (5) business days notice to the Westnet Project Manager or Westnet's Installation Company should the Customer need to postpone the scheduled installation or any project-related visits. Remobilization charges may apply if the Customer has not provided all items listed in this Statement of Work prior to the scheduled installation and if Westnet is unable to reasonably continue work at another Customer location.
11. One unused electrical wall outlet for each UPS, Appliance and Systems Interface Unit, flat panel display or Messenger.
12. Adequate space to install the System. If the Customer desires the System to be installed in a rack, a



First-In rack mount kit and other accessories will be required. The Master Control Unit, Power Module and UPS must not be more than six (6) feet from the fire station radio(s), the network switch and a 110-volt outlet.

13. Provide the radio equipment necessary for integration. The installed radio equipment includes, but is not limited to, a properly operating radio, installed outside antenna and feedline, and a lightning arrestor with a five-ohm earth ground circuit connected to the radio antenna lightning suppressing circuit. The radio must produce an acceptable level of signaling, as well as an acceptable level of Dispatch voice audio. An acceptable level of signaling shall be a fixed line level output of 500 millivolts peak-to-peak of Dispatch audio and alerting data (e.g. DTMF, P25, Digital, 2-tone sequential, etc.).
14. Access for Westnet at its discretion to install a Westnet-owned Performance Monitoring Computer in Dispatch. The computer is used to administer technical support and maintenance services. The computer will be returned to Westnet at the conclusion of the warranty and/or maintenance period.
15. Technical assistance on integration with the Customer equipment to be integrated with the alerting system and associated with fire station alerting (e.g. radio, network equipment).
16. If permits are required, the Customer will provide electronic drawings of the station. These drawings must be capable of being edited and used for the permit process. Unless otherwise listed as a Deliverable, a separate fee will be assessed for permit fees.
17. The supply or install of any conduit work, power receptacles, shunt trip circuit breakers, coils for the kitchen appliances, gas solenoid, power contactors, any wiring in excess of 24-volts, bond fees, or any other work and/or materials not specifically included or listed herein.
18. A Client-provided analog paging port to the station's phone switch which will interface with the Telephone Interface Module to provide in-house/intercom paging over the newly installed System speakers. If the station has a VoIP telephone system, the Client shall provide an analog telephone adapter (ATA) and assign an extension for in-house paging.
19. The Appliance and Systems Interface Unit (SS-SAIU-10) will only control a one gas solenoid valve rated 1.51 amps 24V AC. The Westnet tested and accepted natural gas valve is the ASCO Red Hat normally closed gas valve. Normally closed means that the valve will flow gas when the 24VAC power is applied to the gas valve control coil. When the fire station is in an alerted mode, the SS-SAIU-10 removes the 24 VAC power from the gas control coil and the gas valve closes shutting off the flow of natural gas to the appliances. The SS-SAIU-10 requires a 120V receptacle located in accessible area and is to be installed by a licensed electrician. The approved ASCO Red Hat valves are as follows: 8215B060, 8215B050 or 8215G030. They are not to be mounted outside as they are not rated as weatherproof. The solenoid must be installed in a ventilated area and by a licensed plumber. Each additional electrical appliance(s) and/or fixture(s), to be controlled by the SS-SAIU-10, requires a Client provided, 50 Amp (Minimum), 600V, 24VAC Coil, continuous-duty contactor to be installed by a licensed electrician.
20. Provide any other support to Westnet to ensure successful installation and integration of the alerting Systems.

**DEPENDENCIES AND ASSUMPTIONS:**

1. The Customer will obtain any required installation approval of the Historical Society or other agencies having jurisdiction over installing/relocating equipment in the Fire Stations. The Customer agrees to pay the permit fees if any.



2. The number of contact closures in a Control Remote will not exceed 8. Stations requiring more zones or contact closures will require an additional Control Remote. There is no physical limit to the number of Control Remotes that can be installed in a station. Westnet will not do any high-voltage wiring.
3. Alerting Equipment Tone, Voice or Programming Changes: Any changes in the wording or tones of the voice announcements or reprogramming to any units once the Customer had signed the System Configuration Form may be billable to the Customer.
4. If during the installation process, Westnet suspects or encounters asbestos, Westnet will inform the Customer. Westnet will use best efforts to utilize alternate installation methods but will not drill any holes or disturb the asbestos in the related area. Westnet shall have no liability to the Customer, its employees or to any other persons for any asbestos related claims, including, without limitation, removal or cleanup costs, loss of use, lost profits or personal injury or property damages.
5. Westnet will use best efforts to conceal all wiring. However, due to station construction or other installation limitations (i.e. the possibility of asbestos, inaccessibility), certain cables and raceway may need to be surface-mounted or devices relocated to a more practical location. Westnet understands that the term "optimal" is subjective. Although Westnet will attempt to place the equipment in the Customer's desired locations, Westnet reserves the right to place the equipment in the safest and most beneficial location for system performance
6. Any issue affecting the installation such as corrections or repairs, discrepancies among Customer personnel in regard to the placement, mounting methods or other installation matters, must be resolved within twenty-four (24) hours while Westnet personnel is on-site. If such resolution does not occur, Westnet may bill the Customer and customer agrees to pay for any standby time until such discrepancy is resolved.

**EXCLUSIONS:**

Unless specifically stated otherwise, the following items are excluded from the goods and services to be provided by Westnet:

1. Any equipment not listed in the Contract Deliverables Schedule (Exhibit C).
2. Spare/loaner equipment unless an on-site warranty is purchased.
3. Westnet does not warranty equipment provided under this Statement of Work should a party other than Westnet or Westnet's installation subcontractor or Westnet trained installer install or integrate any non-Westnet equipment into the alerting or dispatch systems. An exception to this is the CAD interface and Customer's radio system.
4. Westnet and/or any Westnet-supplied equipment will not make a recommendation as to which apparatus or personnel assigned to an emergency call. Rather, Dispatch personnel, the CAD and/or any other Customer mechanism are responsible for equipment and personnel assignment.
5. The Customer will be notified of any non-functioning Customer equipment. Westnet's proposal does not include repair or replacement of any Customer-owned systems. If a station's public address, lighting, or any other existing systems to be tied into the alerting system are not functioning properly, the Customer will need to repair those items.
6. Westnet's pricing does not include any new circuits, breakers or upgrades to the electrical system or wiring to the emergency panel or generator.



**WESTNET.**

7. Aesthetic restoration of installation areas (e.g. color/texture matching), of ceilings, walls, or conduit runs, beyond what Westnet determines is commercially viable.
  
8. Taxes and Permit Fees: Unless specifically included in Exhibit C, the Contract Price excludes federal, state, or local sales, use, or other taxes (other than federal, state, and local taxes based on Westnet's income or net worth), all of which will be paid by Customer except as exempt by law. Increases in any tax rate as listed in Exhibit C shall be paid by Customer. The Customer agrees to pay or reimburse Westnet plus overhead for all permit fees, fees by others, and related expenses unless specifically listed and at the amount in Exhibit C.

In witness whereof, the parties hereby agree to this Statement of Work on the dates set forth below.

**WESTNET:**

**WESTNET, INC.**

**CUSTOMER:**

**ORANGE COUNTY FIRE AUTHORITY**

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

Name: Dawn Matheny

Title: CEO

Date: 05/10/19

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

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

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

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



**EXHIBIT A-1**

**DELIVERY VERIFICATION FORM\***

**First-In Fire Station Alerting Equipment**

The signature below serves as verification that the boxes with equipment listed for Station \_\_\_\_\_ in Exhibit C were delivered with no apparent damage.

\_\_\_\_\_  
Customer Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

(For partial deliveries, the following form shall be used.)

The signature below serves as verification that the following boxes with equipment listed for Station \_\_\_\_\_ in Exhibit C were delivered with apparent damage:

1. \_\_\_\_\_

3. \_\_\_\_\_

2. \_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_  
Customer Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\* Print and execute one copy of this form for each station.



**EXHIBIT A-2**

**INSTALLATION VERIFICATION FORM\***

The signature below serves as verification that the Fire Station Alerting Equipment enumerated in Exhibit C, plus or minus the following mutually agreed upon changes, has been installed in a commercially reasonable manner and functions properly in the **System Test Mode**. Any punch-list items will be resolved prior to final System Acceptance.

A check in this box means that no equipment changes were made, and that the only equipment installed at the Fire Station is that which is listed in Exhibit C.

A check in this box means the following mutually agreed upon changes have been installed.

- |          |           |
|----------|-----------|
| 1. _____ | 6. _____  |
| 2. _____ | 7. _____  |
| 3. _____ | 8. _____  |
| 4. _____ | 9. _____  |
| 5. _____ | 10. _____ |

\_\_\_\_\_  
Customer Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**\* Print and execute one copy of this form for each station.**





## **EXHIBIT B**

### **WESTNET, INC. STANDARD LIMITED WARRANTY**

Westnet, Inc. ("Westnet") is providing its Standard Limited Warranty ("Limited Warranty") covering the First-In™ products, parts, components, software and systems purchased by Customer (collectively, the "Product"). If Westnet, or an authorized Westnet subcontractor performs the installation, such installation service will be deemed to be part of the Product for purposes of this Limited Warranty.

**Warranty Commencement Date:** When Westnet, or an authorized Westnet subcontractor, installs the Product, this Warranty shall commence upon the (1) first beneficial use of the Product by Customer, or (2) when installation is complete, whichever occurs first. In all other instances, this warranty commences upon delivery. This Limited Warranty is not extended if Westnet repairs or replaces the Product.

**Scope of Warranty:** Westnet warrants exclusively to Customer that the Product will be free from defects in material and workmanship for a period of one (1) year from the Warranty Commencement Date. Westnet will perform all warranty work at its service location only, unless Westnet agrees, in its sole discretion, to perform at Customer's location. Customer's exclusive remedy for any breach of this Limited Warranty will be either (1) the repair or replacement, at Westnet's option, of the non-conforming Product, or (2) at Westnet's sole discretion, reimburse Customer the purchase price paid by Customer for the Product, provided Customer has returned the Product to Westnet. Repairs may be made with either new or reconditioned components and will be shipped to Customer at the expense of Westnet. Any replaced Product becomes the property of Westnet.

**Limitations/Exclusions:** This Limited Warranty applies only if Westnet confirms that the alleged defect or non-conformance exists and was not caused by Customer's or any third person's misuse, negligence, improper installation or testing, or unauthorized attempts to open, repair or modify the Product, or by accident, fire, water, lightening, power cuts or outages, power or telephone line transients, viruses, other hazards, or acts of God, or by any other cause beyond the range of intended use in accordance with the Product's normal usage and Westnet's published instructions. ***This Limited Warranty does not cover the following:*** (1) Any parts and cabling used in the installation of a Product unless Westnet or an authorized Westnet subcontractor (and not Customer or a third party installation company) performs the complete installation, (2) Physical damage to the surface of the Product after its delivery to Customer, including cracks or scratches on the LCD or outside casing, (3) When the malfunction results from the use of this Product in conjunction with other products, or ancillary or peripheral equipment, and Westnet determines there is no fault with the Product itself, (4) Any defect or malfunction of the Product due to any communications software or device Customer may use with the Product, (5) Any damages to or defects in the delivered Products that are observable in a reasonable visual inspection ***unless*** a Claim is made in writing to Westnet within thirty (30) days after the date of delivery. This Limited Warranty does not cover loss or damage of any kind resulting from any delay in delivery.

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND WESTNET'S STATUTORY WARRANTY OF GOOD TITLE, WESTNET MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCT COVERED HEREBY, AND EXPRESSLY DISCLAIMS THE **IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, OR (SUBJECT TO THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN) NONINFRINGEMENT OF PATENTS OR OTHER PROPRIETARY RIGHTS.** NO EMPLOYEE, AGENT OR REPRESENTATIVE OF WESTNET IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF WESTNET RELATING TO THE PRODUCTS EXCEPT TO THE EXTENT SPECIFICALLY STATED HEREIN. WESTNET NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THE PRODUCTS.



**WESTNET**

**Warranty Claims:** In order to make a Claim under this Limited Warranty, Customer must first notify Westnet in writing not more than one (1) year after the Warranty Commencement Date. Notice must be sent to: **Westnet, Attention Warranty Department, 15542 Chemical Lane, Huntington Beach, California 92649** or can be faxed to **(714) 901-5610**. Inquiries regarding this Limited Warranty can also be directed by phone to **(714) 548-3500**.

Upon receipt of written notice, Westnet will first, at its option and expense, inspect the Product in its installed location. Unless otherwise waived by Westnet in writing, Customer must return the alleged non-conforming Product to Westnet's designated service center. Customer shall be responsible for all expenses associated with the transportation to/from Westnet's designated service center. Westnet shall not be liable for any damage incurred in the transportation of Product to/from Westnet's designated service center.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL WESTNET, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL) COST OF CAPITOL OR COST OF COVER ARISING OUT OF OR RELATING TO CUSTOMER'S SELECTION, ORDERING, DELIVERY, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE PRODUCT, EVEN IF WESTNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**AGGREGATE LIABILITY:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF WESTNET, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, ARISING FROM, RELATING TO, OR CONNECTED WITH THE PRODUCT, EXCEED **THE PURCHASE PRICE OF THE PRODUCT**. IT IS INTENDED THAT THIS LIMITATION WILL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION, EXCEPT FOR THAT PROVIDED FOR IN THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN, HOWEVER ALLEGED OR ARISING.

**INFRINGEMENT.** Westnet agrees to defend Customer and to pay (1) any damages award issued by a court of competent jurisdiction against Customer, and (2) direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Customer) as a result of any action brought against Customer, if and to the extent the action is based on a valid claim that any Product purchased by Customer under this Agreement infringes another person's U.S. patent, copyright, trade secret or trademark. Westnet will not have liability for, and Customer will defend Westnet against, and pay any damages awarded against Westnet and direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Westnet) to the extent the claimed infringement is based on or results in any material part from (a) any use of the Product other than in accordance with Westnet's published instructions, (b) any unauthorized modification or alteration of the Product, (c) any combination or use of the Product with any other product or system or technologies not supplied by Westnet; (d) Westnet's compliance with Customer's design or specifications, or (d) any refusal to accept or use suitable modified or replacement Products provided by Westnet to avoid infringement. Westnet's obligations under this paragraph will be conditioned upon Customer promptly notifying Westnet in writing of the existence of any such claim, giving Westnet full authority to conduct the defense and settlement of the claim, at Westnet's expense and with counsel of Westnet's selection, and cooperating fully with Westnet and such counsel.

This Limited Warranty will be governed by the laws of the State of California, U.S.A., excluding their conflicts of laws principles. The United Nations Convention of Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.



**EXHIBIT C**

**CONTRACT PRICE AND DELIVERABLES**

**OCFA – Garden Grove Fire Stations (Quote ID # Q-04222-P1H4 Revision: 1)**

Product ID	Product	QTY	Price	Sub Total
FIAP-Client-01	First-In Alerting Platform Client License (Single License)	2	\$849.00	\$1,698.00
FIAP-CLIENT-05	First-In Alerting Platform Client License Package (5 Licenses)	1	\$2,500.00	\$2,500.00
FIN-Eth-T10	Ethernet Data Activated First-In Type 10 MCU	7	\$7,395.95	\$51,771.65
FIN-MCU-UPGRADE-CR	First-In MCU Upgrade Credit	(7)	\$1,585.00	(\$11,095.00)
SPC1000-2U	On-Line UPS Double Conversion w/ Mounting Bracket	6	\$855.85	\$5,135.10
SPC28-LT	Power Module Lite	6	\$627.12	\$3,762.72
SS-TTMR-M	Turnout Timer (Medium)	6	\$825.00	\$4,950.00
SVC-LIFT-FEE	Lift Service Fee	6	\$1,250.00	\$7,500.00
	License and Dispatch Integration	7	\$1,850.00	\$12,950.00

**NOTES:**

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$79,172.47
Install Supplies	\$2,575.25
Total Tax (7.750 %)	\$6,335.45
Station Equipment Install	\$21,150.00
FIAP Install, Commissioning, and Testing	\$1,740.00
FIAP Training	\$435.00
One Year Toll Free Technical Support	\$4,277.15
On Site Warranty	\$3,150.00
Permitting and Bonding	\$5,941.77
<b>Total Amount</b>	<b>\$124,777.09</b>

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding \$250 will have prior approval, unless otherwise specified by the customer prior to commencement.

***If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.***

**EXHIBIT D**

**WESTNET PROJECT MILESTONE PAYMENT SCHEDULE FOR EQUIPMENT AND INSTALLATION**

Description	Total Project
Orange County Fire Authority Garden Grove Fire Stations 80-86	\$124,777.09

	PROJECT MILESTONE	EXHIBIT
1	Equipment Delivery	Exhibit A-1
2	Installation	Exhibit A-2
3	Acceptance Testing	Exhibit E
4	Final System Acceptance	Exhibit F

	Payment Schedule	Project Cost %	Invoice Amount
1	Contract Design Review	15%	\$18,716.56
2	Test Procedure Signoff	5%	\$6,238.86
3	Manufacturing and Staging	20%	\$24,955.41
4	Installation	50%	\$62,388.55
5	Final System Acceptance	10%	\$12,477.71

**Total Amount: \$124,777.09**

If payment is not received within thirty (30) days from the date of invoice, a late fee of one and a half percent (1.5%) per month of the unpaid balance will be charged and immediately due.

## EXHIBIT E

### ACCEPTANCE TEST PLAN

**OBJECTIVE:** The purpose of completing this Acceptance Test Plan is to achieve "System Acceptance" by demonstrating to the Customer that the installed fire station alerting system ("System") equipment is operational and properly performs the function specified herein. Upon successful execution of this ATP, the System will have achieved "System Acceptance". Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance but will be corrected according to a mutually agreed upon schedule. In the event that a part of the System does not pass the ATP, the System will be re-tested when Westnet determines that a corrective action has been taken to ensure proper operation. Final System Acceptance will occur after System Acceptance and when all deliverables and other work have been completed. When Final System Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the Final System Acceptance Certificate.

**SCOPE:** The scope of this ATP is limited to the System supplied by Westnet, Inc. It does not include any other equipment or systems upon which the alerting system, once in use, relies for proper activation and function (i.e. the Customer's CAD, radio, network and/or electrical systems). The failure or unavailability of these other systems during the ATP shall not affect the outcome of this ATP, nor shall it affect the System Acceptance and subsequent Final System Acceptance of the System.

**TEST SCHEDULE:** Westnet and the Customer will conduct the ATP at a mutually agreed-upon time and date once Westnet informs the Customer that the System is ready for acceptance testing.

**FIRE STATION METHODOLOGY:** The ATP will test devices that, operationally, are activated by Dispatch, as well as devices that are not activated by Dispatch, but rather the fire station crew.

1. Data / Network Activation Operation - This section tests/simulates a test of a network-based alert of the station from Dispatch. Data sequences assigned to the fire station zones shall be applied to the Ethernet port of the Master Control Unit using the Alerting Platform or a computer equipped with the First-In API. The alerting response from the alerting system shall announce the specific unit(s) associated with the alerted and audio distribution shall activate all areas associated with the zone alerted. Once the zone is activated, the pre-announcement will announce the units alerted, nature of the call, and other preannouncement information detailed in the ZIR signoff sheet. After the preannouncement is complete, the dispatch audio will be heard throughout the station speakers.

- Pass
- N/A
- Fail

Notes:

2. Radio Activation Operation – This section tests a radio-activated alert of the station from Dispatch, more specifically the Radio Interface Controller (RIC)'s activation of a station's Master Control Unit (MCU). This test will utilize First-In RIC's alert signaling on the customer's radio system

- A. Test of All-Call. This test will activate the "All-Call" zone in every station. Successful performance of this test requires All-Call activation from the Alerting Platform User Application, as well as All-Call activation from the manual RIC keypad. Once the zone is activated, the pre-announcement will announce the All-Call message and the dispatch audio is heard throughout the station speakers .

- Pass
- N/A
- Fail

Notes:



- B. Test of Specific Zones in a Designated Station. This test will activate a specific zone (i.e. Engine) in a Designated Station. Step 1 of this test requires the proper station to be activated both from the Alerting Platform User Application, as well as the manual RIC keypad. Step 2 of this test requires that the specific zone selected be activated. Once the zone is activated, the pre-announcement will announce unit(s) assigned to the call and the dispatch audio is heard throughout the station speakers.

- Pass
- N/A
- Fail

Notes:

- 3. Turnout Timer Operation - This section tests the activation of the Turnout Timer(s). Upon activation of the Master Control Unit, the Timer(s) will begin to count up on a per-second basis. The Timer(s) will continue to count up and will automatically shut down when the Master Control Unit send the shutdown command to the station.

- Pass
- N/A
- Fail

Notes:

- 4. Automatic Backup Alerting - This section tests the automatic failover from the IP system to the RIC for a radio based alert. The RIC shall automatically be activated from the First-In Alerting Platform (FiAP) as soon as the FiAP detects that the primary alert was not successful. Without any action required on the part of the dispatcher, the RIC will send the alert to the proper station and units assigned to the call.

- Pass
- N/A
- Fail

Notes:

- 5. Manual Backup Alerting - Using the manual keypad of the RIC, the Customer selects the station and units to activate in the selected fire station. The station MCU activates the appropriate station and unit(s).

- Pass
- N/A
- Fail

Notes:

\_\_\_\_\_  
Customer Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title



**EXHIBIT F**

**FINAL SYSTEM ACCEPTANCE CERTIFICATE**

The signature below serves as verification that the System has passed Acceptance Test Plan and that all deliverables and work have been completed.

\_\_\_\_\_  
Customer Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

## EXHIBIT G

### MAINTENANCE AND SUPPORT STATEMENT OF WORK

#### 1. SCOPE OF SERVICES

Westnet will provide comprehensive turn-key maintenance and support services for the installed First-In Fire Station Alerting System, ensuring all components are operating at peak performance according to Westnet's original manufacturing specifications. The Services to be provided under this agreement include the following:

- One year, 24/7 toll-free Technical Support and On-Site Maintenance for all equipment and software
- Repair and/or replacement of damaged units at no cost
- Spare equipment delivered the next business day (and Saturday's where available)
- Remote diagnostic analysis and uploads, software upgrades

#### 2. RESPONSE TIMES

Response times shall be determined in accordance with the Priority Level and Descriptions set forth in the following table. The response time shall commence from the time the Customer requests service or notifies Westnet of problems with the System by contacting Westnet's Call Center ("Notification"). Issue resolution may include phone support, VPN remote access, or on-site service (for issues not resolved via phone support or remote access).

**Westnet Technical Support: (800) 807-1700**  
**Office Hours: 8:00 – 5:00 PST, Monday – Friday**

Priority Levels	Hours / Days	Description
1	24/7/365 Including Holidays  3-6 Hour Response	<p>This priority level represents a significant issue that results in the inability to use the alerting systems.</p> <ul style="list-style-type: none"> <li>• Station reports that it is not receiving any form of an alert or there is no audio in a fire station.</li> <li>• Other failures that render the fire station MCU and more than five audio transmitting devices unusable.</li> </ul>
2	8:00 – 5:00 PST, Monday – Friday  2-Business- Day Response	<p>This priority level represents a moderate issue that restricts normal use of the alerting systems.</p> <ul style="list-style-type: none"> <li>• Any non-essential Fire Station device reported inoperable.</li> <li>• Reports of receiving other stations' or companies' alerts.</li> <li>• Requests to increase fire station volume levels within fire department-approved parameters.</li> </ul>





3	8:00 – 5:00 PST, Monday – Friday  3-Business- Day Response	This priority level represents minor or non-emergency issues that do not restrict normal use of the station alerting systems. <ul style="list-style-type: none"><li>• Requests to decrease volume levels within fire department-approved parameters</li><li>• Add additional equipment, request programming, or voice-chip changes.</li><li>• Requests for additional training.</li><li>• Other non-mission critical matters in the dispatch centers or fire stations</li></ul>
---	---	---

### 3. WESTNET'S RESPONSIBILITIES

Westnet shall:

- A. Provide Westnet-owned spare equipment while a System component is returned to Westnet for repair or replacement.
  1. Any Westnet-owned spare equipment parts provided under this Agreement are the property of Westnet. Any damage to Westnet's spare equipment parts is not covered under this Scope of Services and the Customer shall pay for the repair or replacement of the spare equipment parts.
  2. Westnet may service replaceable parts, by way of new or remanufactured replacement parts to Customer on an exchange basis. Upon receipt by the Customer of the replacement part, the original part becomes the property of Westnet, and shall be returned by Customer to Westnet. The Customer shall pay Westnet the full retail value of the replacement part if Westnet provides notice to the Customer to return the original part and Westnet does not receive the original part within thirty (30) days after replacement part installation.
- B. Upon request, Westnet shall provide a written quote for additional work not specifically identified in this Agreement. Such work could include, but is not limited to, additions and installation of new equipment, relocation of existing equipment, upgrades (not part of Westnet standard releases) and enhancements, and other system related goods and services. If the Customer decides to proceed with the work, a new purchase order will be issued exclusively for the work to be ordered.

### 4. CUSTOMER'S RESPONSIBILITIES

The Customer shall at all times or upon request:

- A. Make no modifications to the System without obtaining approval from Westnet in writing.
- B. Notify Westnet of any problems with the System by calling the Westnet Systems Group at 1-800-807-1700 (Westnet's call center).
- C. Provide and maintain an operating 24/7 VPN with IP access to the stations for the duration of the Agreement. The VPN shall allow Westnet to connect to all fire stations that are equipped with the First-In Fire Station Alerting (First-In) equipment. The VPN must be operating, and the Customer must allow Westnet to test the VPN prior to the commencement of this Agreement.
- D. Ensure that the Westnet monitor computer in the Dispatch Center (if provided) has 24/7 access to the VPN and to all Customer fire stations. The Customer will return the Westnet monitor computer to Westnet at the conclusion of this Agreement and any additional extensions.
- E. Provide the make and model number of the fire station radio the System is connected to for the source of dispatch audio. If there are any connections to this radio other than the outside antenna



and the power source, the Customer will provide a diagram showing the method of connection, connector pins used, signals obtained from the radio and signals sent to the radio by the fire station equipment.

- F. Provide the name, 24-hour telephone number and position of responsible party that can be contacted about each station's radio communication, public address, CAD, and network equipment.
- G. Provide Westnet with either code-access to the stations or an escort that is available 24/7 and within one (1) hour of notice of an on-site visit.
- H. If applicable, provide the make and model number of fire station amplifier, type of connectors used by fire alerting input, input impedance and the necessary audio level to drive station amplifier.
- I. Provide a description of station control circuits (e.g., lighting, door openers, gas shut-off) and the number of circuits to be controlled by the Control Remote.
- J. Ensure that the MCU at each station is at all times plugged into the Westnet supplied on-line fulltime UPS.
- K. Ensure that the MCU at each station is at all times plugged into the First-In Radio Isolation Unit. Westnet will exclude from this Agreement the repair of any equipment not properly connected to the Radio Isolation Unit.
- L. Ensure that the radio antenna and lightning arrester is installed, is installed per current engineering standards and that all lightning protection equipment is connected to a 5-ohm earth ground by a #6 or larger cable not exceeding eight (8) feet in length between the 5-ohm earth ground and the protected equipment.
- M. Notify Westnet prior to making any change in any equipment connected to the fire station System.

## OCFA Sole Source Request Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source requests.*

### SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

### SECTION II – REQUEST INFORMATION

<b>Department/Section:</b> Information Technology	<b>Requested By:</b> Joel Brodowski	<b>Date:</b> 9-May-2019
<b>Recommended Vendor:</b> Westnet, Inc.	<b>Vendor Contact:</b> Lana Gray	<b>Vendor's E-mail Address:</b> lgray@westnet-inc.com
<b>Vendor Address:</b> 15542 Chemical Lane, Huntington Beach, CA. 92649		<b>Vendor's Telephone #:</b> 714-548-3500
<b>Type of Contract:</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	<b>Contract Term (Dates):</b> Purchase by 5/24/2019	<b>Contract Amount:</b> \$137,255
<b>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</b>		<b>Attachments:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### SECTION III – JUSTIFICATION

1. **Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.**

Westnet, Inc. is the Original Equipment Manufacturer (OEM) for their digital electronic fire station alerting system called the SmartStation. Westnet, Inc. manufactures the SmartStation Master Control Units (MCU), controllers, lights, horns, and programming to alert OCFA Operations personnel of emergency incidents.

2. **Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. Attach additional sheet if necessary.**

Westnet, Inc. is the OEM and sole source of their proprietary digital electronic fire station alerting systems, programming, professional services to install and maintain the SmartStation systems. Westnet, Inc. was selected thru RFP in August 2013 as the best-in-class to interface and upgrade OCFA's existing legacy fire station alerting systems. All OCFA fire

**SECTION III – JUSTIFICATION (continued)**

stations will need to be upgraded with Westnet, Inc. SmartStation alerting systems. The previous alerting systems installed in Garden Grove fire stations are incompatible with the OCFA CAD system and must be upgraded to the OCFA standard Westnet, Inc. alerting systems.


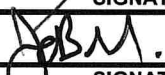
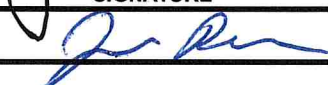
**3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate with the vendor, did the vendor provide a discount)? Please provide the quote with your sole source request.**

Staff conducts a rigorous review of all Westnet, Inc. recommended fire station alerting equipment to ensure that only necessary equipment is utilized in the design and build-out of the new station alerting systems with no extras in an effort to contain costs. Westnet is training OCFA staff to take on more repairs to better control maint. costs.


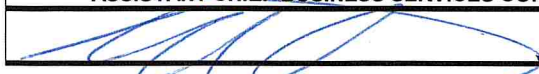
**4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)? (If yes, please explain how and what the future costs will be.)**

Yes, after the initial 12 - month installation warranty expires, the station alerting equipment installed at the Garden Grove fire stations will transition to the overall Westnet, Inc. annual maint. agreement and the contract amount may change as the additional stations are updated and maintenance costs are adjusted.

**Sole Source Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
Scott Johnson		9-May-2019
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		9-May-2019
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Jim Ruane		9-May-2019

**Purchasing Manager's Comments:**

PURCHASING MANAGER'S APPROVAL	DATE
	5/14/19
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	5/14/19

Executive Committee Approval Required  Yes  No Sole Source over \$50,000

Executive Committee Approved:  Yes  No Date approved \_\_\_\_\_



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
May 23, 2019

Agenda Item No. 3D  
Consent Calendar

**Fire Station Network and Phone System Replacement for  
Garden Grove Fire Stations 80-86**

**Contact(s) for Further Information**

Jim Ruane, Assistant Chief [jimruane@ocfa.org](mailto:jimruane@ocfa.org) 714.573.6801  
Logistics Department

Joel Brodowski, IT Manager [joelbrodowski@ocfa.org](mailto:joelbrodowski@ocfa.org) 714.573.6421

**Summary**

This agenda item is submitted for the approval of a contract with Dimension Data North America, Inc. for the installation and replacement of telephone systems, handsets, routers, and other components as needed at Garden Grove Fire Stations 80–86 utilizing the National Association of State Procurement Officials (NASPO) ValuePoint cooperative contract.

**Prior Board/Committee Action**

At its March 28, 2019, meeting, the Board of Directors approved the City of Garden Grove as a member of the OCFA Joint Powers Authority, effective August 16, 2019.

**RECOMMENDED ACTION(s)**

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Dimension Data North America, Inc. for the installation and purchase of telephone systems, handsets, routers, and other components needed at Garden Grove Fire Stations 80–86 in the amount of \$123,114, with up to a 10% contingency (\$12,312) to the contract for additional services and equipment that may be required during the project with the stipulation the Board Chair or Vice Chair are notified before commitment of any contingency funds.

**Impact to Cities/County**

The addition of the City of Garden Grove as a member of the OCFA provides additional opportunity to streamline overhead and increase the effectiveness of the OCFA’s regional protection system.

**Fiscal Impact**

Funding for telephone upgrades is included in the adopted FY 2018/19 Capital Improvement Program Budget, specifically in Fund 12110 (Communications & IT Infrastructure) for a total project budget of \$328,000. Funding for annual system maintenance is included in the General Fund budget, specifically in the Logistics Department, Information Technology Division budget for services and supplies.

## **Background**

### ***Pricing***

NASPO ValuePoint awarded cooperative contracts to multiple contracts for Data Communications Products and Services, including CISCO (NVP#AR233), as a result of competitive solicitation RFP#JP14001 issued by the State of Utah. Dimension Data North America, Inc. is an authorized provider of CISCO products and services as identified in the State of California participating addendum #7-14-70-4. These cooperative contracts are intended to allow any public agency, with approval from the State Procurement Chief, to enter into a Participating Addendum with the selected vendors and receive the benefit of the aggregated discounts available in the cooperative contract. By utilizing the cooperative contract, OCFA has realized a discount of 65% off list price. Dimension Data North America, Inc. was selected by OCFA to implement the CISCO Voice over Internet Protocol (VoIP) systems based on previous computer network and telephone upgrade project experience at the OCFA. They have in-depth knowledge of the OCFA's computer network and telephone system infrastructure, and extensive CISCO experience. This firm thoroughly understands the critical nature of 9-1-1 services, enabling the completion of work faster with minimal risk of interruption. The NASPO ValuePoint cooperative contracts have been extended through May 31, 2020.

### ***Justification***

The OCFA has standardized on CISCO network technology at the Regional Fire Operations and Training Center campus and all OCFA fire stations. It has proven to be reliable and will integrate easily with CISCO VoIP telephone technology, which is used extensively at other agencies, cities, and private corporations. Staff tested other VoIP telephone systems at several fire stations to determine what works best for the OCFA. Based on the tests and compatibility with existing network systems, CISCO was selected for future VoIP phone system installations for the OCFA.

### ***Recommendation***

OCFA staff is working to integrate the seven Garden Grove fire stations with the OCFA computer network, radios, telephones, and public safety systems before the start of service date on August 16, 2019.

Staff is recommending approval and authorization for the Purchasing Manager to execute the proposed Professional Services Agreement with Dimension Data North America, Inc. for the purchase and installation of CISCO network and telephone equipment in the amount of \$123,114 plus a 10% contingency (\$12,312) for a total contract value of \$135,426. The 10% contingency budget will be used for additional services or equipment that may be required as identified during the installation and the Board Chair or Vice Chair will be notified prior to use of contingency funds.

### **Attachment(s)**

Proposed Professional Services Agreement (Posted on-line at OCFA.org)

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this \_\_\_th day of May, 2019, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as “OCFA”, and Dimension Data North America, Inc., a Corporation, hereinafter referred to as “Firm”. OCFA and Firm are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

**RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to provide telephone upgrade services for seven OCFA Fire Stations located in the city of Garden Grove, hereinafter referred to as “Project”; and

WHEREAS, Firm has submitted to OCFA a proposal dated April 23, 2019, including a Statement of Work dated May 9, 2019, both of which are attached hereto as Exhibit “A” and is incorporated herein by this reference (“Proposal”); and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in Firm’s Proposal attached hereto as Exhibit “A.” The Scope of Services includes by reference and by addendum: (1) Firm’s Proposal, and (2) any amendments, addenda, change orders, or modifications mutually agreed upon by the parties hereto (“Services” or “Work”). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Firm’s Proposal and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

## **1.2 Compliance with Law**

All Services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

## **1.3 Licenses and Permits**

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement.

## **1.4 Familiarity with Work**

By executing this Agreement, Firm agrees that it (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any Work except at Firm's risk until written instructions are received from the Contract Officer.

## **1.5 Care of Work**

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

## **1.6 Additional Services**

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Purchasing Manager.

## **2. TIME FOR COMPLETION**



The time for completion of the Services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay, unless such Delays were attributable, in part or as a whole, to OCFA causation.

### **3. COMPENSATION OF FIRM**

#### **3.1 Compensation of Firm**

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the Firm's Proposal dated April 23, 2019 set forth in Exhibit "A," in an amount not to exceed One Hundred Twenty-Three Thousand, One Hundred Fourteen Dollars and Fifty Cents (\$123,114.50).

#### **3.2 Method of Payment**

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for Services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

#### **3.3 Changes**

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included within scope of this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

### **3.4 Appropriations**

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

## **4. PERFORMANCE SCHEDULE**

### **4.1 Schedule of Performance**

All Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's Proposal, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

### **4.2 Force Majeure**

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

### **4.3 Term**

This Agreement shall commence on the date first written above and continue in full force and effect for twelve (12) months, unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement ("Initial Contract Term"). Thereafter, OCFA at its sole discretion may extend the Agreement for up to two (2) additional twelve (12) month terms (each, an "Additional Contract Term").

## **5. COORDINATION OF WORK**

### **5.1 Representative of Firm**

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Mark McGrath, Area Operations Director.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

### **5.2 Contract Officer**

The Contract Officer shall be Joel Brodowski, IT Manager unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

### **5.3 Prohibition Against Subcontracting or Assignment**

**5.3.1 No Subcontracting Without Prior Approval.** The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA, which approval shall not be unreasonably withheld, conditioned or delayed.

**5.3.2 Provisions in the Event Subcontractor(s) Are Authorized.** If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of Services by each subcontractor.

**5.3.2.1 Withholding Payment for Non-Authorized Subcontractors.** OCFA shall have the right to withhold payment from Firm for Services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

**5.3.3 Assignments.** Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA; however, either party may upon notice assign the Agreement to a wholly-owned subsidiary or surviving entity in a merger, acquisition or consolidation.. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

#### **5.4 Independent Contractor**

**5.4.1** The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Firm will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

**5.4.2** Firm shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

**5.4.3** No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this

Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

## **5.6 Employee Retirement System Eligibility Indemnification**

**5.6.1** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

## **6. INSURANCE AND INDEMNIFICATION**

**6.1 Compliance with Insurance Requirements.** Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

**6.2 Types of Insurance Required.** Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

**6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI").** Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

**6.2.1.1** The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

**6.2.1.2** If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

**6.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

**6.2.1.4** Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

**6.2.2 Commercial General Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal &

advertising injury with limits no less than one million dollars (\$1,000,000.00) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

**6.2.3 Automobile Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

**6.2.4 Workers' Compensation Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

**6.3 Acceptability of Insurers.** Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept

workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

**6.3.1** Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

**6.4 Specific Insurance Provisions and Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

**6.4.1 CGL and Auto Liability Endorsements.** The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

**6.4.1.1 Additional Insured:** The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

**6.4.1.1.1 Additional Insured Endorsements:** Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

**6.4.1.2 Primary, Non-Contributing.** Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

**6.4.2 Notice of Cancellation:** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).



**6.4.2.1 Pre-Payment of Policy Premium.** If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

**6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements.** By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).

**6.6 Waiver of Subrogation.** All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

**6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies

including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

**6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

**6.7.2 Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

**6.7.3 Renewal/Replacement Policies.** At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

**6.8 Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

**6.9 Enforcement of Agreement (Non-Estoppel).** Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

**6.10 Insurance for Subcontractors.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

**6.10.1 Delivery of Evidence of Subcontractor Insurance.** Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

**6.11.1** Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

**6.11.2** All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

**6.11.3** None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

**6.11.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

**6.11.5** Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

**6.11.6** Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

## **6.12 Indemnification.**

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all proven, finally adjudicated third party claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to the gross negligence or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement.

## **6.13 Limitation of Liability**

NOTWITHSTANDING ANYTHING ELSE HEREIN, A PARTY'S LIABILITY UNDER THIS AGREEMENT OR OTHERWISE IS LIMITED TO THE AMOUNTS PAID OR COMMITTED TO BE PAID BY CLIENT UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD PRECEDING THE CAUSE OF ACTION FOR THE DAMAGE IN QUESTION. THE FOREGOING DOES NOT LIMIT A PARTY'S INDEMNIFICATION OBLIGATIONS. IN NO EVENT WILL A PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOST PROFITS, OR LOST DATA EVEN IF THE PARTY HAS BEEN INFORMED OF THAT POSSIBILITY. THIS LIMITATION OF LIABILITY AND EXCLUSION OF INDIRECT DAMAGES WILL APPLY EVEN IF THE EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**6.14** WARRANTY. Firm agrees to perform Services in a professional and workmanlike manner conforming to generally accepted industry standards and practices. OCFA's exclusive remedy and Firm's entire liability for any breach of the express Services warranties in this Agreement shall be the re-performance of the applicable Services at no charge or, should Firm be unable to reperform the Services, a refund of the applicable fees for such Services. All Service warranties are void if the Service is modified by any party other than Firm or Firm's authorized agent. Firm MAKES NO WARRANTY AS TO THE RESULTS OF ANY SERVICES OR THE PERFORMANCE OF ANY PRODUCTS. Firm FURTHER MAKES NO WARRANTY THAT PRODUCTS OR SERVICES WILL DETECT OR PREVENT ANY SECURITY VULNERABILITIES AND/OR ATTACKS OR THAT THEY WILL MEET CLIENT'S SPECIFIC SECURITY REQUIREMENTS. EXCEPT AS SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND Firm DISCLAIMS

ANY OTHER WARRANTIES AND REMEDIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NON-INFRINGEMENT.

- 6.15** SOW DELIVERABLES. For any deliverables identified in a SOW and provided to OCFA (or a corrected version of the same), OCFA will have 10 business days from delivery to notify Firm in writing if it fails to comply with the applicable acceptance criteria specified in the SOW ("Acceptance Criteria"). OCFA's written notice shall itemize how the deliverable fails to meet the Acceptance Criteria ("Failure"). Firm will use commercially reasonable efforts to promptly remedy all confirmed Failures and provide a corrected deliverable to OCFA. If OCFA or a OCFA authorized third party modifies a deliverable which causes a Failure, such deliverable shall be deemed automatically accepted and any Firm efforts to correct the Failure will be on agreed terms. A SOW may specify alternate acceptance period(s) or terms. If no Acceptance Criteria are specified in a SOW then the corresponding deliverable is deemed accepted at time of delivery.

## **7. RECORDS AND REPORTS**

### **7.1 Reports**

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

### **7.2 Records**

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to

evaluate the performance of such Services. Except as provided in Section 7.5, once per annum, during normal business hours, and every effort made to mitigate disruption to Firm's daily business operations, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

### **7.3 Ownership of Documents**

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared exclusively by Firm for OCFA in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Notwithstanding the foregoing, Firm retains exclusive and unrestricted ownership of any Firm IP relating to the Services and/or supplied with any Works, and Firm grants OCFA a worldwide, perpetual, royalty-free, and non-exclusive right and license to use such Firm IP as part of the Works; provided, however, for subscription based Services, such license shall expire at the end of the applicable term. "**Firm IP**" includes (i) "**Prior Elements**" which are pre-existing methodologies, tools, techniques, software or intellectual property elements Firm owns, (ii) "**Enhancements**" which are modifications to Prior Elements made while performing Services, and (iii) "**Retained IP**" which are methodologies, tools, techniques, software or other intellectual property developed while performing Services and that Firm may use in the course of its business. In no event will Enhancements or Retained IP contain any of OCFA's specific data, processes or information. This license grant is non-transferable unless Firm authorizes it in writing. OCFA agrees to protect Firm IP in the same manner OCFA protects its own similar intellectual property which shall be no less than a reasonable standard of protection.

### **7.4 Release of Documents**

All drawings, specifications, reports, records, documents and other materials prepared by Firm for OCFA exclusively in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

### **7.5 Confidential Materials**

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

## **8. ENFORCEMENT OF AGREEMENT**

## **8.1 California Law**

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

## **8.2 Waiver**

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

## **8.3 Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

## **8.4 Legal Action**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

## **8.5 Termination Prior to Expiration of Term**

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the sole fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination, including any stranded costs of Firm, and for any Services authorized by the Contract Officer thereafter.

Firm may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

## **8.6 Attorneys' Fees**

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

## **9. OCFA OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **9.1 Non-Liability of OCFA Officers and Employees**

No officer or employee of either party shall be personally liable to the other party in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

### **9.2 Covenant Against Discrimination**

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality**

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by the receiving party for any purpose other than the performance of this Agreement without the written consent of the disclosing party.

### **10.2 Notice**

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To OCFA:

Orange County Fire Authority  
Attention: Debbie Casper  
1 Fire Authority Road  
Irvine, CA 92602

To Firm:

Dimension Data North America, Inc.



Attention: Mark McGrath  
5000 Hopyard Rd., Suite 450  
Pleasanton, CA 94588

**10.2 Integrated Agreement**

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

**10.3 Amendment**

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**10.4 Severability**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

**10.5 Corporate Authority**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

**[Signatures on Following Page]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Debbie Casper, C.P.M., CPPB  
Purchasing & Materials Manager

**APPROVED AS TO FORM.**

**ATTEST:**

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

DAVID E. KENDIG  
GENERAL COUNSEL

\_\_\_\_\_

Sherry A.F. Wentz  
Clerk of the Board

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

**“FIRM”**

**DIMENSION DATA NORTH AMERICA,  
INC.**

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

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

Mark McGrath  
Area Operations Manager

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

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

Christopher Sanchez  
Solution Architect

**Exhibit "A"**

DRAFT

# DIMENSION DATA

Corporate Address :  
 Dimension Data North America, Inc  
 11006 Rushmore Drive,  
 Suite 300,  
 Charlotte, NC 28277  
 United States



## PRICE QUOTATION - OCFA\_7 FIRE STATION\_OPTION 2

Quote Name: OCFA\_? Fire Station\_Option 2  
 Quotation #: 2994978

Quote Status: In Process

Date Entered: 04/23/2019  
 Expiration Date: 05/23/2019

Organization:  
 Orange County Fire Authority  
 PO Box 53008  
 Irvine, CA 92619  
 Sales Person: Kelly Clark

Client Manager:  
 Richard Eyer.  
 Richard.Eyer@dimensiondata.com

Sales Support :  
 Kelly Clark  
 Kelly.Clark@dimensiondata.com

Email: Kelly.Clark@dimensiondata .com  
 Phone: n/a

Bill To:  
 Orange County Fire Authority  
 1 Fire Authority Rd  
 Irvine, CA 92602  
 United States

Ship To:  
 Orange County Fire Authority  
 1 Fire Authority Rd  
 Irvine, CA 92602  
 United States

Delivery Country: United States  
 Currency: US Dollar  
 Payment Terms : 30d net

Ordering Country: United States  
 Install Country: United States  
 Multi Currencies : Normal View

Contract: NASPO  
 7-14-70-04 AR233

### DIMENSION DATA TERMS AND CONDITIONS OF SALE

All products and services are offered subject to the Dimension Data Terms and Conditions of Sale available at <http://www.dimensiondata.com/en-US/Documents/DimensionDataTermsandConditionsUS.pdf> and which are incorporated herein by reference. Dimension Data's offer to sell such products or services and its obligation to perform are expressly conditional upon Customer's acceptance of these Terms and Conditions of Sale without additional or different terms. Customer may accept Dimension Data's offer by issuing a purchase order and such action shall be deemed to be Customer's unconditional acceptance of the Terms and Conditions of Sale and this Quotation. Customer acknowledges that charges for its usage and/or storage in excess of specified subscription limits may apply and Customer will honor and pay such additional charges as applicable regardless of funding authorized on its Purchase Order. Customer acknowledges and agrees that it has the ability to access each URL referenced in this quotation. Customer waives any claims or defenses to the validity or enforceability of the Terms and Conditions of Sale arising from any electronic submission of it to Customer.

If you observe any illegal or unethical behavior by any Dimension Data employee, please report such behavior to our anonymous Ethics Hotline by phone at 877-217-6364 or by web at <https://iwf.tnwgrc.com/dimensiondata>.

BUDGETARY QUOTE - for a non-budgetary quote please contact your Client Partner

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
FIRE STATION 1						
Comments :						
1 CP-8811-K9=	Cisco IP Phone 8811 Series Manufacturer : CISCO Estimated Lead Time : Not Available	27	\$ 445.00	65.00%	\$ 155.75	\$ 4,205.25

2 Top Level SKU For 9.x/10.x User License - eDelivery					
R-UCL-UCM-LIC -K9	Top Level SKU For 9.x/10.x User License - eDelivery	1	\$ 0.00	\$ 0.00	\$ 0.00
LIC-CUCM-11X-ENH- A	UC Manager-11.x Enhanced Single User License	40	\$ 210.00 65.00%	\$ 73.50	\$ 2,940.00
LIC-CUCM-11X-ESS-A	UC Manager-11.x Essential User License				\$ 112.00
CUCM-VERS-11.5	CUCM Software version 11.5	8	\$ 40.00 65.00%	\$ 14.00	\$ 0.00
EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition	1	\$ 0.00	\$ 0.00	\$ 0.00
LIC-CUCM-11X-ENH	UC Manager Enhanced 11.x License	2	\$ 0.00	\$ 0.00	\$ 0.00
LIC-EXP-AN	Enable Advanced Networking Option	40	\$ 0.00	\$ 0.00	\$ 0.00
EXPWY-VE-C -K9	Cisco Expressway-C Server, Virtual Edition	2	\$ 0.00	\$ 0.00	\$ 0.00
LIC-CUCM-11X-ESS	UC Manager Essential 11.x License	2	\$ 0.00	\$ 0.00	\$ 0.00
LIC-SW-EXP-K9	License Key Software Encrypted	8	\$ 0.00	\$ 0.00	\$ 0.00
LIC-EXP-GW	Enable GW Feature (H323-SIP)	4	\$ 0.00	\$ 0.00	\$ 0.00
LIC-EXP-TURN	EnableTURNRelayOption	4	\$ 0.00	\$ 0.00	\$ 0.00
LIC-EXP-DSK	Expressway Desktop Endpoint License	2	\$ 0.00	\$ 0.00	\$ 0.00

DRAFT

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	ExtPrice
FIRE STATION 1						
Comments:						
UC-EXP-E	Enable Expressway-E Feature Set	2	\$ 0.00		\$ 0.00	\$ 0.00
SW-EXP-8.X-K9	Software Image for Expressway with Encryption Version XS	1	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-E-PAK	Expressway Series. Expressway-E PAK	1	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-SERIES	Enable Expressway Series Feature Set	4	\$ 0.00		\$ 0.00	\$ 0.00
UC-UC-ENC	UC Encryption License	1	\$ 0.00		\$ 0.00	\$ 0.00
UCM-PAK	UCMPAK Manufacturer: CISCO Estimated Lead Time : Not Available	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part#: R-UCL-UCM-UC-K9 CON-ECMU-RUCLUCK9	SWSS UPGRADES Top Level SKU For 9. <i>Pricing is based on an annual contract with an estimated start date of 0512212019. The annual rate is \$ 0.00. This contract covers 1 device(s) and is for 1 years(s). Maintenance contract start date subject to product shipment if applicable.</i>	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: UC-CUCM-11X-ENH-A CON-ECMU-UCXENHA	SWSS UPGRADES UC Manager-11.x Enhanced Single User-Und <i>Pricing is based on an annual contract with an estimated start date of 0512212019. The annual rate is \$ 33.30. This contract covers 40 device(s) and is for 1 years(s). Maintenance contract start date subject to product shipment if applicable.</i>	40	\$ 37.00	18.00%	\$ 30.34	\$ 1,213.60
Hardware Part #: UC-CUCM-11X-ESS-A CON-ECMU-UCMESSA	SWSS UPGRADES UC Manager-11.x Essential User License U <i>Pricing is based on an annual contract with an estimated start date of 052212019. The annual rate is \$ 6.30. This contract covers 8 device(s) and is for 1 years(s). Maintenance contract start date subject to product shipment if applicable.</i>	8	\$ 7.00	18.00%	\$ 5.74	\$ 45.92
3 CiscQ ISR 4331 UC Bundle, PVDM4 32, UC ISR4331-VIK9	License, CUBEE10 cisco ISR 4331 UC Bundle, PVDM4-32, UC License CUBEE10	1	\$ 5,835.50	65.00%	\$ 2,042.43	\$ 2,042.43
SL-4330-IPB-K9	IP Base License for Cisco ISR 4330 Series	1	\$ 0.00		\$ 0.00	\$ 0.00
SL-4330-UC-K9	Unified Communication License for Cisco ISR 4330 Series	1	\$ 0.00		\$ 0.00	\$ 0.00
SD-MSATA-200G	100 GB, SATA Solid State Disk for Cisco ISR 300 Series	1	\$ 2,500.00	65.00%	\$ 875.00	\$ 875.00
PWR-4330-AC	AC Power Supply for Cisco ISR 4330	1	\$ 0.00		\$ 0.00	\$ 0.00
CAB-AC	AC Power Cord (North America). C 13, NEMA 5 15P, 2.1m	1	\$ 0.00		\$ 0.00	\$ 0.00
PVDM4-32	P2-channel DSP module	1	\$ 0.00		\$ 0.00	\$ 0.00
MEM-FLSH-4G	14G Flash Memory for Cisco ISR 4300 (Soldered in motherboard)	1	\$ 0.00		\$ 0.00	\$ 0.00
MEM-43-4G	14G DRAM (1 x 4G) for Cisco ISR 4300	1	\$ 0.00		\$ 0.00	\$ 0.00
FL-CUBEE-5	CUBE License(OLD OFFER)- 5 sessions(RTU only) EOS:611512019	2	\$ 0.00		\$ 0.00	\$ 0.00
RST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	40	\$ 30.00	65.00%	\$ 10.50	\$ 420.00

---

DRAFT

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 1</b>						
Comments:						
SISR4300UK9-169	Cisco ISR 4300 Series IOS XE Universal	1	\$ 0.00		\$ 0.00	\$ 0.00
SM-X-8FXSI12FXO	Fixed Port High Density Analog Voice ServiceModule or ISR4K	1	\$ 5,500.00	65.00%	\$ 1,925.00	\$ 1,925.00
NIM-4FXO	14-port Network Interface Module - FXD (Universal)	1	\$ 1,000.00	65.00%	\$ 350.00	\$ 350.00
NIM-4FXO	14-port Network Interface Module - FXO (Universal) Manufacturer: CISCO Estimated Lead Time: Not Available	1	\$ 1,000.00	65.00%	\$ 350.00	\$ 350.00
Hardware Part #: ISR4331-VIK9 CON-SNT-ISR4331V	SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVDM432, UC L <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 586.71. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 651.90	18.00%	\$ 534.56	\$ 534.56
Hardware Part #: SRST-EP CON-ECMU-SRSTGTEP	SWSS UPGRADES Cisco SRST - 1SRST Endpoint License <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 3.60. This contract covers 40 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	40	\$ 4.00	18.00%	\$ 3.28	\$ 131.20
4 CP-8811-K9=	Cisco IP Phone 8811 Series Manufacturer : CISCO Estimated Lead Time : Not Available	13	\$ 445.00	65.00%	\$ 155.75	\$ 2,024.75
5 Unity Connection 11.x Software UNITYCN11-K9	Unity Connection 11.x Software	1	\$ 0.00		\$ 0.00	\$ 0.00
UNITYCN11-ENH-USR	One Unity Connection 11.x Enhanced Voice Messaging User	13	\$ 110.00	65.00%	\$ 38.50	\$ 500.50
LIC-SPCHVIEW -DEMO	SpeechView Unity Connection Demo for 50 users for 6 months	1	\$ 0.00		\$ 0.00	\$ 0.00
UNITYCN11-PAK	Unity Connection 11.x PAK	1	\$ 0.00		\$ 0.00	\$ 0.00
UCXN-11X-SC-PORTS	Unity Connection 11.x SpeechConnect Ports	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-UC- ENC	UC Encryption License Manufacturer: CISCO Estimated Lead Time: Not Available	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: UNITYCN11-K9 CON- ECMU-UNITYCN1	SWSS UPGRADES Unity Connection 11.x software <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 0.00. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 0.00		\$ 0.00	\$ 0.00



# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 1</b>						
<b>Comments:</b>						
Hardware Part #: UNITYCN11-ENH-USR CON-ECMU-UNITYEHR	SWSS UPGRADES One Unily Connection 10.x Enhanced voice Pricing is based on an annual contract with an estimated start date of 05/12/2019. The annual rate is \$ 19.80. This contract covers 13 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	13	\$ 22.00	18.00%	\$ 18.04	\$ 234.52
SECTION SUB TOTAL (FIRE STATION 1):						\$ 17,904.73
SECTION ESTIMATED TAXES (FIRE STATION 1):						\$ 1,220.21
SECTION GRAND TOTAL (FIRE STATION 1):						\$ 19,124.94
<b>FIRE STATION 2</b>						
<b>Comments:</b>						
1 Cisco JSR 4321 Bundle, w/UC License, CUBE-10						
ISR4321-K9	Cisco ISR 4321 Bundle, w/UC License, CUBE 10	1	\$ 3,518.57	65.00%	\$ 1,231.50	\$ 1,231.50
SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	1	\$ 0.00		\$ 0.00	\$ 0.00
SL-4320-UC-K9	Unified Communication License for Cisco JSR 4320 Series	1	\$ 0.00		\$ 0.00	\$ 0.00
PWR-4320-AC	AC Power Supply for Cisco ISR 4320	1	\$ 0.00		\$ 0.00	\$ 0.00
CAB-AC-CS	AC Power Cord, Type CS, US, Canada	1	\$ 0.00		\$ 0.00	\$ 0.00
MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	1	\$ 0.00		\$ 0.00	\$ 0.00
MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	1	\$ 0.00		\$ 0.00	\$ 0.00
FL-CUBEE-5	CUBE License(OLD OFFER)- 5 sessions(RTU Only) *EOS: 6/15/2019	2	\$ 0.00		\$ 0.00	\$ 0.00
SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	5	\$ 30.00	65.00%	\$ 10.50	\$ 52.50
SJSR4300UK9-166	Cisco ISR 4300 Series IDS XE Universal *EOS: 8/1/2019	1	\$ 0.00		\$ 0.00	\$ 0.00
NIM-2FXS/4FXOP	?-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1	\$ 1,400.00	65.00%	\$ 490.00	\$ 490.00
NIM-4FXO	14-port Network Interface Module - fXO (Universal) Manufacturer: CISCO Estimated Lead Time: Not Available	1	\$ 1,000.00	65.00%	\$ 350.00	\$ 350.00
Hardware Part #: ISR4321-V/K9 CON-SNT-ISR4321V	NTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVD4 32, UC L Pricing is based on an annual contract with an estimated start date of 05/12/2019. The annual rate is \$ 366.17. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	1	\$ 406.85	18.00%	\$ 333.62	\$ 333.62

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRESTATION2</b>						
Comments:						
Hardware Part #: SRST-EP CON-ECMU-SRSTGTEP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License <i>Pricing is based on an annual contract with an estimated start date of 05/12/2019. The annual rate is \$ 3.60. This contract covers 5 device(s) and is for 1 year(s). !Maintenance contract start date is subject to product shipment if applicable.</i>	5	\$ 4.00	18.00%	\$ 3.28	\$ 16.40
2 CP-8811-K9=	cisco IP Phone 8811 Series Manufacturer : CISCO Estimated Lead Time : Not Available	5	\$ 445.00	65.00%	\$ 155.75	\$ 778.75
3n*op Level SKU For 9.x10.x User License - eDelivery	op Level SKU For 9.x10.x User License - eDelivery	1	\$ 0.00		\$ 0.00	\$ 0.00
R-UCL-UCM-LIC-K9	UC Manager-11.x Enhanced Single User License	5	\$ 210.00	65.00%	\$ 73.50	\$ 367.50
LIC-CUCM-11X-ENH-A	UC Manager-11.x Essential User License	2	\$ 40.00	65.00%	\$ 14.00	\$ 28.00
LIC-CUCM-11X-ESS-A	CUCM Software version 11.5	1	\$ 0.00		\$ 0.00	\$ 0.00
CUCM-VERS-11.5	Cisco Expressway-E Server, Virtual Edition	2	\$ 0.00		\$ 0.00	\$ 0.00
EXPWY-VE-E-K9	UC Manager Enhanced 11.x License	5	\$ 0.00		\$ 0.00	\$ 0.00
LIC-CUCM-11X-ENH	Enable Advanced Networking Option	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-AN	Cisco Expressway-C Server, Virtual Edition	2	\$ 0.00		\$ 0.00	\$ 0.00
EXPWY-VE-C-K9	UC Manager Essential 11.x License	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-CUCM-11X-ESS	License Key Software Encrypted	4	\$ 0.00		\$ 0.00	\$ 0.00
LIC-SW-EXP-K9	Enable GW Feature (H323-SIP)	4	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-GW	Enable TURN Relay Option	2	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-TURN	Expressway Desktop Endpoint License	5	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-DSK	Enable Expressway-E Feature Set	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-E	Software Image for Expressway with Encryption , Version XS	1	\$ 0.00		\$ 0.00	\$ 0.00
SW-EXP-8_X-K9	Expressway Series, Expressway-E PAK	1	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-E-PAK	Enable Expressway Series Feature Set	4	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-SERIES	UC Encryption License	1	\$ 0.00		\$ 0.00	\$ 0.00
LIC-UC-ENC	UCMPAK	1	\$ 0.00		\$ 0.00	\$ 0.00
UCM-PAK	Manufacturer : CISCO Estimated Lead Time : Not Available					
Hardware Part #: R-UCL-UCM-LIC-K9 CON-ECMU-RUCLUCK9	SWSS UPGRADES Top Level SKU For 9. <i>Pricing is based on an annual contract with an estimated start date of 05/12/2019. The annual rate is \$ 0.00. This contract covers 1 device(s) and is for 1 year(s). !Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: LIC-CUCM-11X-ENH-A CON-ECMU-LICXENHA	SWSS UPGRADES UC Manager-11.x Enhanced Single User-Und <i>Pricing is based on an annual contract with an estimated start date of 05/12/2019. The annual rate is \$ 33.30. This contract covers 5 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	5	\$ 37.00	18.00%	\$ 30.34	\$ 151.70

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 2</b>						
Comments:						
Hardware Part #: LIC-CUCM-11X-ESS-A CON-ECMU-LICMESSA	SWSS UPGRADES UC Manager-11.x Essential User License U <i>Pricing is based on an annual contract with an estimated start date of 0512212019. The annual rate is \$ 6.30. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	2	\$ 7.00	18.00%	\$ 5.74	\$ 11.48
4 Unity Connection 11.x Software						
UNITYCN11-K9	Unity Connection 11.x Software	1	\$ 0.00		\$ 0.00	\$ 0.00
UNITYCN11-ENH-USR	One Unity Connection 11.x Enhanced Voice Messaging User	1	\$ 110.00	65.00%	\$ 38.50	\$ 38.50
LIC-SPCHVIEW-DEMO	SpeechView Unity Connection Demo for 50 users or 6 months	1	\$ 0.00		\$ 0.00	\$ 0.00
UNITYCN11-PAK	Unity Connection 11.x PAK	1	\$ 0.00		\$ 0.00	\$ 0.00
UCXN-11X-SC-PORTS	Unity Connection 11.x SpeechConnect Ports	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-UC-ENC	UC Encryption License Manufacturer : CISCO Estimated Lead Time : Not Available	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: UNITYCN11-K9 CON-ECMU-UNITYCN1	SWSS UPGRADES Unity Connection 11.x Software <i>Pricing is based on an annual contract with an estimated start date of 0512212019. The annual rate is \$ 0.00. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part#: UNITYCN11-ENH-USR CON-ECMU-UNITYEHR	SWSS UPGRADES One Unity Connection 10.x Enhanced Voice <i>Pricing is based on an annual contract with an estimated start date of 0512212019. The annual rate is \$ 19.80. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 22.00	18.00%	\$ 18.04	\$ 18.04
SECTION SUB TOTAL [FIRE STATION 2]:						\$ 3,867.99
SECTION ESTIMATED TAXES [FIRE STATION 2]:						\$ 258.61
SECTION GRAND TOTAL [FIRE STATION 2]:						\$ 4,126.60
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 3</b>						
Comments:						
1 CP-8811-K9=	Cisco IP Phone 8811 Series Manufacturer:CISCO Estimated Lead Time: Not Available	5	\$ 445.00	65.00%	\$ 155.75	\$ 778.75
2 Cisco ISR 4321 Bundle, w/UC License, CUBE-10						
ISR4321-VK9	10 Cisco ISR 4321 Series CUBE	1	\$ 3,518.57	65.00%	\$ 1,231.50	\$ 1,231.50
SL-4320-IPB-K9	Base License for Cisco ISR 4320 Series	1	\$ 0.00		\$ 0.00	\$ 0.00
SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	1	\$ 0.00		\$ 0.00	\$ 0.00

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 3</b>						
Comments:						
PWR-4320-AC	C Power Supply for Cisco ISR 4320	1	\$ 0.00		\$ 0.00	\$ 0.00
CAB-AC-C5	C Power Cord, Type C5, US, Canada	1	\$ 0.00		\$ 0.00	\$ 0.00
MEM-FLSH-4G	14G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	1	\$ 0.00		\$ 0.00	\$ 0.00
MEM-4320-4G	14G DRAM for Cisco ISR 4320 (Soldered on motherboard)	1	\$ 0.00		\$ 0.00	\$ 0.00
FL-CUBEE-5	CUBE License(OLD OFFER)-5 sessions(RTU only)	2	\$ 0.00		\$ 0.00	\$ 0.00
SRST-EP	EOS: 6115/2019 Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	5	\$ 30.00	65.00%	\$ 10.50	\$ 52.50
SISR4300UK9-166	EOS: 8/112019 Cisco ISR 4300 Series IDS XE Universal	1	\$ 0.00		\$ 0.00	\$ 0.00
NIM-2FXSI4FXOP	12-Port FXSFXS-E/DID and 4-Port FXO Network Interface Module	1	\$ 1,400.00	65.00%	\$ 490.00	\$ 490.00
NIM-4FXO	14-port Network Interface Module - FXO (Universal) Manufacturer : CISCO Estimated Lead Time : Not Available	1	\$ 1,000.00	65.00%	\$ 350.00	\$ 350.00
Hardware Part #: ISR4321-V/K9 CON-SNT-ISR4321 V	isNTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVDMA 32, UC L <i>Pricing is based on an annual contract with an estimated start date of 05/12/2019. The annual rate is \$ 366.17. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 406.85	18.00%	\$ 333.62	\$ 333.62
Hardware Part #: SRST-EP CON- ECMU-SRSTGTEP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License <i>Pricing is based on an annual contract with an estimated start date of 05/12/2019. The annual rate is \$ 3.60. This contract covers 5 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	5	\$ 4.00	18.00%	\$ 3.28	\$ 16.40
<b>3 Top Level SKU For 9.x/10.x User License - eDelivery</b>						
R-UCL-UCM-LIC-K9	Top Level SKU For 9.x/10.x User License - eDelivery	1	\$ 0.00		\$ 0.00	\$ 0.00
LIC-CUCM-11X-ENH-A	UC Manager-11.x Enhanced Single User License	5	\$ 210.00	65.00%	\$ 73.50	\$ 367.50
LIC-CUCM-11X-ESS-A	UC Manager-11.x Essential User License	2	\$ 40.00	65.00%	\$ 14.00	\$ 28.00
CUCM-VERS-11.5	CUCM Software version 11.5	1	\$ 0.00		\$ 0.00	\$ 0.00
EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-CUCM-11X-ENH	UC Manager Enhanced 11.x License	5	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-AN	Enable Advanced Networking Option	2	\$ 0.00		\$ 0.00	\$ 0.00
EXPWY-VE-C-K9	Cisco Expressway-C Server, Virtual Edition	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-CUCM-11X-ESS	UC Manager Essential 11.x License	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-SW-EXP-K9	License Key Software Encrypted	4	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-GW	Enable GW Feature (H323-SIP)	4	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-TURN	Enable TURN Relay Option	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-DSK	Expressway Desktop Endpoint License	5	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-E	Enable Expressway-E Feature Set	2	\$ 0.00		\$ 0.00	\$ 0.00
SW-EXP-8.X-K9	Software Image for Expressway with Encryption, Version XS	1	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-E-PAK	Expressway Series. Expressway-E PAK	1	\$ 0.00		\$ 0.00	\$ 0.00

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
FIRE STATION 3						
Comments:						
UC-EXP-SERIES	Enable Expressway Series Feature Set	4	\$ 0.00		\$ 0.00	\$ 0.00
LIC-UC-ENC	UC Encryption License	1	\$ 0.00		\$ 0.00	\$ 0.00
UCM-PAK	UCMPAK Manufacturer: CISCO Estimated Lead Time: Not Available	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: R-UCL-UCM-LIC-K9 CON-ECMU-RUCLUCK9	SWSS UPGRADES Top Level SKU For 9. !Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 0.00. This contract covers 1 device(s) and is for 1 year(s). !Maintenance contract start date is subject to product shipment if applicable.	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: LIC-CUCM-11X-ENH-AIS CON-ECMU-LICXENHA	SWSS UPGRADES UC Manager-11.x Enhanced Single User-Und !Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 33.30. This contract covers 5 device(s) and is for 1 year(s). !Maintenance contract start date is subject to product shipment if applicable.	5	\$ 37.00	18.00%	\$ 30.34	\$ 151.70
Hardware Part #: LIC-CUCM-11X-ESS-AIS CON-ECMU-LICMESSA	SWSS UPGRADES UC Manager-11.x Essential User License U !Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 6.30. This contract covers 2 device(s) and is for 1 year(s). !Maintenance contract start date is subject to product shipment if applicable.	2	\$ 7.00	18.00%	\$ 5.74	\$ 11.48
4 Unity Connection 11.x Software UNITYCN11-K9	Unity Connection 11.x Software	1	\$ 0.00		\$ 0.00	\$ 0.00
UNITYCN11-ENH-USR	Unity Connection 11.x Enhanced Voice Messaging User	1	\$ 110.00	65.00%	\$ 38.50	\$ 38.50
LIC-SPCHVIEW -DEMO	SpeechView Unity Connection Demo for 50 users for 6 months	1	\$ 0.00		\$ 0.00	\$ 0.00
UNITYCN 11-PAK	Unity Connection 11.x PAK	1	\$ 0.00		\$ 0.00	\$ 0.00
UCXN-11X-SC-PORTS	Unity Connection 11.x SpeechConnect Ports	2	\$ 0.00		\$ 0.00	\$ 0.00
UC-UC-ENC	UC Encryption License Manufacturer: CISCO Estimated Lead Time: Not Available	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: UNITYCN11-K9 CON-ECMU-UNITYCN1	SWSS UPGRADES Unity Connection 11.x software !Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 0.00. This contract covers 1 device(s) and is for 1 year(s). !Maintenance contract start date is subject to product shipment if applicable.	1	\$ 0.00		\$ 0.00	\$ 0.00

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 3</b>						
Comments :						
HardwarePart#: UNITYCN11-ENH-USR CON-ECMU-UNITYEHR	SWSS UPGRADES One Unity Connection 10.x Enhanced Voice <i>Pricing is based on an annual contract with an estimated start date of 0512212019. The annual rate is \$ 19.80 This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$22.00	18.00%	\$ 18.04	\$ 18.04
SECTION SUB TOTAL [FIRE STATION 3]:						\$ 3,867.99
SECTION ESTIMATED TAXES [FIRE STATION 3]:						\$ 258.61
SECTION GRAND TOTAL [FIRE STATION 3]:						\$ 4,126.60

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 4</b>						
Comments :						
1 CP-8811-K9=	Cisco IPPhone8811 Series Manufacturer: CISCO Estimated Lead Time: Not Available	5	\$ 445.00	65.00%	\$ 155.75	\$ 778.75
2 Cisco ISR 4321 Bundle, w/UC License, CUBE-10	Cisco ISR 4321 Bundle, w/UC License, CUBE-10	1	\$ 3,518.57	65.00%	\$ 1,231.50	\$ 1,231.50
SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	1	\$ 0.00		\$ 0.00	\$ 0.00
SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	1	\$ 0.00		\$ 0.00	\$ 0.00
PWR-4320-AC	AC Power Supply for Cisco ISR 4320	1	\$ 0.00		\$ 0.00	\$ 0.00
CAB-AC-CS	AC Power Cord, Type C5, US, Canada	1	\$ 0.00		\$ 0.00	\$ 0.00
MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	1	\$ 0.00		\$ 0.00	\$ 0.00
MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	1	\$ 0.00		\$ 0.00	\$ 0.00
FL-CUBEE-5	CUBE License(OLD OFFER)- 5 sessions(RTU Only) EOS: 6115/2019	2	\$ 0.00		\$ 0.00	\$ 0.00
SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	5	\$ 30.00	65.00%	\$ 10.50	\$ 52.50
SISR4300U K9-166	Cisco ISR 4300 Series IOS XE Universal EOS: 8/1/2019	1	\$ 0.00		\$ 0.00	\$ 0.00
NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1	\$ 1,400.00	65.00%	\$ 490.00	\$ 490.00
NIM-4FXO	4-port Network Interface Module - FXO (Universal) Manufacturer: CISCO Estimated Lead Time : Not Available	1	\$ 1,000.00	65.00%	\$ 350.00	\$ 350.00
Hardware Part # : ISR4321-V/K9 CON-SNT-ISR4321V	pNTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVDM432, UC L <i>Pricing is based on an annual contract w/1 an estimated start date of 0512212019. The annual rate is \$ 366. 17. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 406.85	18.00%	\$ 333.62	\$ 333.62

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 4</b>						
<b>Comments:</b>						
Hardware Part #: SRST-EP CON-ECMU-SRSTGTEP	swss UPGRADES Cisco SRST - 1 SRST Endpoint License <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 3.60. This contract covers 5 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	5	\$ 4.00	18.00%	\$ 3.28	\$ 16.40
3 Ifop Level SKU For 9.x/10.x User License - eDelivery						
R-UCL-UCM-LIC-K9	Top Level SKU For 9.x/10.x User License - eDelivery	1	\$ 0.00		\$ 0.00	\$ 0.00
LIC-CUCM- 11X-ENH-A	UC Manager-11.x Enhanced Single User License	5	\$ 210.00	65.00%	\$ 73.50	\$ 367.50
LIC-CUCM- 11X-ESS-A	UC Manager-11.x Essential User License	2	\$ 40.00	65.00%	\$ 14.00	\$ 28.00
CUCM-VERS-11.5	CUCM Software version 11.5	1	\$ 0.00		\$ 0.00	\$ 0.00
EXPWY-VE -E-K9	Cisco Expressway-E Server, Virtual Edition	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-CUCM-11 X-ENH	UC Manager Enhanced 11.x License	5	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-AN	Enable Advanced Networking Option	2	\$ 0.00		\$ 0.00	\$ 0.00
EXPWY-VE-C-K9	Cisco Expressway-C Server, Virtual Edition	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-CUCM- 11X-ESS	UC Manager Essential 11.x License	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-SW-EXP-K9	License Key Software Encrypted	4	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-GW	Enable GW Feature (H323-SIP)	4	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-TURN	Enable TURN Relay Option	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-DSK	Expressway Desktop Endpoint License	5	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-E	Enable Expressway-E Feature Set	2	\$ 0.00		\$ 0.00	\$ 0.00
SW-EXP-8.X-K9	Software Image for Expressway with Encryption, Version XB	1	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-E-PAK	Expressway series, Expressway-E PAK	1	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-SERIES	Enable Expressway Series Feature Set	4	\$ 0.00		\$ 0.00	\$ 0.00
LIC-UC-ENC	UC Encryption License	1	\$ 0.00		\$ 0.00	\$ 0.00
UCM-PAK	UCMPAK Manufacturer: CISCO Estimated Lead Time: Not Available	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: R-UCL-UCM-LIC-K9 CON-ECMU-RUCLUCK9	SWSS UPGRADES Top Level SKU For 9.x/10.x User License - eDelivery <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 0.00. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: LIC-CUCM-11X-ENH-A CON-ECMU-LICXENHA	SWSS UPGRADES UC Manager-11.x Enhanced Single User License <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 33.30. This contract covers 5 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	5	\$ 37.00	18.00%	\$ 30.34	\$ 151.70

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 4</b>						
Comments :						
Hardware Part #: LIC-CUCM-11X-ESS-AS CON-ECMU-LICMESSA	SWSS UPGRADES UC Manager-11.x Essential User License U <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 6.30. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	2	\$ 7.00	18.00%	\$ 5.74	\$ 11.48
4 Unity Connection 11.x Software						
UNITYCN11-K9	Unity Connection 11.x Software	1	\$ 0.00		\$ 0.00	\$ 0.00
UNITYCN11-ENH-USR	Kine Unity Connection 11.x Enhanced Voice Messaging User	1	\$ 110.00	65.00%	\$ 38.50	\$ 38.50
LIC-SPCHVIEW-DEMO	SpeechView Unity Connection Demo for 50 users or 6 months	1	\$ 0.00		\$ 0.00	\$ 0.00
UNITYCN11-PAK	Unity Connection 11.x PAK	1	\$ 0.00		\$ 0.00	\$ 0.00
UCXN-11X-SC-PORTS	Unity Connection 11.x SpeechConnect Ports	2	\$ 0.00		\$ 0.00	\$ 0.00
UC-UC-ENC	UC Encryption License Manufacturer : CISCO Estimated Lead Time : Not Available	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: UNITYCN11-K9 CON-ECMU-UNITYCN1	SWSS UPGRADES Unity Connection 11.x Software <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 0.00. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: UNITYCN11-ENH-USR CON-ECMU-UNITYEHR	SWSS UPGRADES One Unity Connection 10.x Enhanced Voice <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 19.80. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 22.00	18.00%	\$ 18.04	\$ 18.04
SECTION SUB TOTAL [FIRE STATION 4]:						\$ 3,867.99
SECTION ESTIMATED TAXES [FIRE STATION 4]:						\$ 258.61
SECTION GRAND TOTAL (FIRE STATION 4):						\$ 4,126.60
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 5</b>						
Comments :						
1 CP-8B11-K9=	Cisco IP Phone 8811 Series Manufacturer: CISCO Estimated Lead Time : Not Available	5	\$ 445.00	65.00%	\$ 155.75	\$ 778.75
2 Cisco ISR 4321 Bundle, wUC License, CUBE-10 ISR4321-V/K9	iS< ***** .w/UC Lireere, C"O> 10	1	\$ 3,518.57	65.00%	\$ 1,231.50	\$ 1,231.50
SL-4320-IPB-K9	P Base License for Cisco ISR 4320 Series	1	\$ 0.00		\$ 0.00	\$ 0.00
SL-4320-UC-K9	nified Communication License for Cisco ISR 320 Series	1	\$ 0.00		\$ 0.00	\$ 0.00



# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 5</b>						
<b>Comments:</b>						
PWR-4320-AC	V/C Power Supply for Cisco ISR 4320	1	\$ 0.00		\$ 0.00	\$ 0.00
CAB-AC-CS	V/C Power Cord, Type CS, US, Canada	1	\$ 0.00		\$ 0.00	\$ 0.00
MEM-FLSH-4G	14G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	1	\$ 0.00		\$ 0.00	\$ 0.00
MEM-4320-4G	14G DRAM for Cisco ISR 4320 (Soldered on motherboard)	1	\$ 0.00		\$ 0.00	\$ 0.00
FL-CUBEE-5	ICUBE License(OLD OFFER)- 5 sessions(RTU Only) Eos: s11512019	2	\$ 0.00		\$ 0.00	\$ 0.00
SRST-EP	:Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	5	\$ 30.00	65.00%	\$ 10.50	\$ 2.50
SISR4300UK9-166	ICisco ISR 4300 Series IDS XE Universal EOS: 8/12019	1	\$ 0.00		\$ 0.00	\$ 0.00
NIM-2FXSI4FXOP	12-Port FX/FS-BID and 4-Port FXO Network Interface Module	1	\$ 1,400.00	65.00%	\$ 490.00	\$ 490.00
NIM-4FXO	14-port Network Interface Module - FXO Universal) Manufacturer: CISCO Estimated Lead Time: Not Available	1	\$ 1,000.00	65.00%	\$ 350.00	\$ 350.00
Hardware Part #: ISR4321-VIK9 CON-SNT-ISR4321 V	SNTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVD M4 32, UC L <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 366.17. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 406.85	18.00%	\$ 333.62	\$ 333.62
Hardware Part #: SRST-EP CON-ECMU-SRSTGTEP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 3.60. This contract covers 5 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	5	\$ 4.00	18.00%	\$ 3.28	\$ 16.40
3 Top Level SKU For 9.x/10.x User License - eDelivery						
R-UCL-UCM-LIC-K9	Top Level SKU For 9.x/10.x User License - eDelivery	1	\$ 0.00		\$ 0.00	\$ 0.00
LIC-CUCM-11X-ENH-A	UC Manager-11.x Enhanced Single User License	5	\$ 210.00	65.00%	\$ 73.50	\$ 367.50
LIC-CUCM-11X-ESS-A	UC Manager-11.x Essential User License	2	\$ 40.00	65.00%	\$ 14.00	\$ 28.00
CUCM-VERS-11.5	CUCM Software version 11.5	1	\$ 0.00		\$ 0.00	\$ 0.00
EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-CUCM-11X-ENH	UC Manager Enhanced 11.x License	5	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-AN	Enable Advanced Networking Option	2	\$ 0.00		\$ 0.00	\$ 0.00
EXPWY-VE-C-K9	Cisco Expressway-C Server, Virtual Edition	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-CUCM-11X-ESS	UC Manager Essential 11.x License	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-SW-EXP-K9	License Key Software Encrypted	4	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-GW	Enable GW Feature (H323-SIP)	4	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-TURN	Enable TURN Relay Option	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-DSK	Expressway Desktop Endpoint License	5	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-E	Enable Expressway-E Feature Set	2	\$ 0.00		\$ 0.00	\$ 0.00
SW-EXP-8.X-K9	Software Image for Expressway with Encryption, Version X8	1	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-PAK	Expressway Series, Expressway-E PAK	1	\$ 0.00		\$ 0.00	\$ 0.00

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 5</b>						
Comments:						
UC-EXP-SERIES	Enable Expressway Series Feature Set	4	\$ 0.00		\$ 0.00	\$ 0.00
LIC-UC-ENC	UC Encryption License	1	\$ 0.00		\$ 0.00	\$ 0.00
UCM-PAK	UCMPAK Manufacturer: CISCO Estimated Lead Time: Not Available	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: R-UCL-UCM-LIC-K9 CON-ECMU-RUCLUCK9	SWSS UPGRADES Top Level SKU For 9. <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 0.00. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: LIC-CUCM-11X-ENH-A CON-ECMU-LICXENHA	SWSS UPGRADES UC Manager-11.x Enhanced Single User-Und <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 33.30. This contract covers 5 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	5	\$ 37.00	18.00%	\$ 30.34	\$ 151.70
Hardware Part #: LIC-CUCM-11X-ESS-A CON-ECMU-LICMESSA	SWSS UPGRADES UC Manager-11.x Essential User License U <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 6.30. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	2	\$ 7.00	18.00%	\$ 5.74	\$ 11.48
4 Unity Connection 11.x Software UNITYCN11-K9	Unity Connection 11.x Software	1	\$ 0.00		\$ 0.00	\$ 0.00
UNITYCN11-ENH-USR	One Unity Connection 11.x Enhanced Voice Messaging User	1	\$ 110.00	65.00%	\$ 38.50	\$ 38.50
LIC-SPCHVIEW-DEMO	SpeechView Unity Connection Demo for 50 users or 6 months	1	\$ 0.00		\$ 0.00	\$ 0.00
UNITYCN11-PAK	Unity Connection 11.x PAK	1	\$ 0.00		\$ 0.00	\$ 0.00
UCXN-11X-SC-PORTS	Unity Connection 11.x SpeechConnect Ports	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-UC-ENC	UC Encryption License Manufacturer: CISCO Estimated Lead Time: Not Available	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: UNITYCN11-K9 CON-ECMU-UNITYCN1	SWSS UPGRADES Unity Connection 11.x Software <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 0.00. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 0.00		\$ 0.00	\$ 0.00

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 5</b>						
Comments:						
Hardware Part #: UNITYCN11-ENH-USR CON-ECMU-UNITYEHR	SWSS UPGRADES One Unity Connection 10.x Enhanced Voice <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 19.80. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 22.00	18.00%	\$ 18.04	\$ 18.04
SECTION SUB TOTAL [FIRE STATION 5]:						\$ 3,867.99
SECTION ESTIMATED TAXES [FIRE STATION 5]:						\$ 258.61
SECTION GRAND TOTAL [FIRE STATION 5]:						\$ 4,126.60
# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 6</b>						
Comments:						
1 CP-8811-K9=	Cisco IP Phone 8811 Series Manufacturer : CISCO Estimated Lead Time : Not Available	5	\$ 445.00	65.00%	\$ 155.75	\$ 778.75
2 Cisco JSR 4321 Bundle, w/UC License, CON-ISR4321-VK9	CUBE-10 Cisco ISR 4321 Bundle, w/UC License, CUBE-10	1	\$ 3,518.57	65.00%	\$ 1,231.50	\$ 1,231.50
SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	1	\$ 0.00		\$ 0.00	\$ 0.00
SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	1	\$ 0.00		\$ 0.00	\$ 0.00
PWR-4320-AC	AC Power Supply for Cisco ISR 4320	1	\$ 0.00		\$ 0.00	\$ 0.00
CAB-AC-CS	AC Power Cord, Type C5, US, Canada	1	\$ 0.00		\$ 0.00	\$ 0.00
MEM-FLSH-4G	14G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	1	\$ 0.00		\$ 0.00	\$ 0.00
MEM-4320-4G	14G DRAM for Cisco ISR 4320 (Soldered on motherboard)	1	\$ 0.00		\$ 0.00	\$ 0.00
FL-CUBEE-5	CUBE License(OLD OFFER)- 5 sessions(RTU Only) *EOS: 6/15/2019	2	\$ 0.00		\$ 0.00	\$ 0.00
SRST-EP	Cisco SRST • 1 SRST Endpoint License (E-Delivery Smart)	5	\$ 30.00	65.00%	\$ 10.50	\$ 52.50
SISR4300UK9 - 166	Cisco ISR 4300 Series IOS XE Universal *EOS: 8/1/2019	1	\$ 0.00		\$ 0.00	\$ 0.00
NIM-2FXS/4FXOP	2-Port FXS/FXS-EDID and 4-Port FXO Network Interface Module	1	\$ 1,400.00	65.00%	\$ 490.00	\$ 490.00
NIM-4FXO	14-port Network Interface Module - FXO (Universal) Manufacturer : CISCO Estimated Lead Time: Not Available	1	\$ 1,000.00	65.00%	\$ 350.00	\$ 350.00
Hardware Part #: ISR4321-V/K9 CON-SNT-ISR4321V	SNTC-8X5XNBO Cisco ISR 4321 UC Bundle, PVOM432, UCL <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 366.17. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 406.85	18.00%	\$ 333.62	\$ 333.62

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 6</b>						
Comments :						
Hardware Part #: SRST-EP CON-ECMU-SRSTGTEP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 3.60. This contract covers 5 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	5	\$ 4.00	18.00%	\$ 3.28	\$ 16.40
3 Top Level SKU For 9.x/10.x User License - Delivery						
R-UCL-UCM-UC-K9	Top Level SKU For 9.x/10.x User License - Delivery	1	\$ 0.00		\$ 0.00	\$ 0.00
UC-CUCM11X-ENH -A	UC Manager-11.x Enhanced Single User License	5	\$ 210.00	65.00%	\$ 73.50	\$ 367.50
UC-CUCM-11X-ESS-A	UC Manager-11.x Essential User License	2	\$ 40.00	65.00%	\$ 14.00	\$ 28.00
CUCM-VERS-11.5	CUCM Software version 11.5	1	\$ 0.00		\$ 0.00	\$ 0.00
EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition	2	\$ 0.00		\$ 0.00	\$ 0.00
UC-CUCM-11X-ENH	UC Manager Enhanced 11.x License	5	\$ 0.00		\$ 0.00	\$ 0.00
LIC-EXP-AN	Enable Advanced Networking Option	2	\$ 0.00		\$ 0.00	\$ 0.00
EXPWY-C-K9	Cisco Expressway-C Server, Virtual Edition	2	\$ 0.00		\$ 0.00	\$ 0.00
UC-CUCM11X-ESS	UC Manager Essential 11.x License	2	\$ 0.00		\$ 0.00	\$ 0.00
UC-SW-EXP-K9	License Key Software Encrypted	4	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-GW	Enable GW Feature (H323-SIP)	4	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-TURN	Enable TURN Relay Option	2	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-OSK	Expressway Desktop Endpoint License	5	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-E	Enable Expressway-E Feature Set	2	\$ 0.00		\$ 0.00	\$ 0.00
SW-EXR-X-K9	Software Image for Expressway with Encryption, Version X8	1	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXR-PAK	Expressway Series, Expressway-E PAK	1	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-SERIES	Enable Expressway Series Feature Set	4	\$ 0.00		\$ 0.00	\$ 0.00
UC-UC-ENC	UC Encryption License	1	\$ 0.00		\$ 0.00	\$ 0.00
UCMPAK	UCMPAK Manufacturer: CISCO Estimated Lead Time: Not Available	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: R-UCL-UCM-UC-K9 CON-ECMU-UCLUCK9	SWSS UPGRADES Top Level SKU For 9.x/10.x User License - Delivery <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 0.00. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: UC-CUCM-11X ENH CON-ECMU-UCXENHA	SWSS UPGRADES UC Manager-11.x Enhanced Single User License <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 33.30. This contract covers 5 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	5	\$ 37.00	18.00%	\$ 30.34	\$ 151.70

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 6</b>						
Comments:						
Hardware Part#: LIC-CUCM-11X-ESS-AS CON-ECMU-LICMESSA	SWSS UPGRADES UC Manager-11.x Essential User License U <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 6.30. This contract covers 2 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	2	\$ 7.00	18.00%	\$ 5.74	\$ 11.48
4 Unity Connection 11.x Software UNITYCN11-K9	Unity Connection 11.x Software	1	\$ 0.00		\$ 0.00	\$ 0.00
UNITYCN11-ENH-USR	One Unity Connection 11.x Enhanced Voice Messaging User	1	\$ 110.00	65.00%	\$ 38.50	\$ 38.50
LIC-SPCHVIEW -DEMO	SpeechView Unity Connection Demo for 50 users or 6 months	1	\$ 0.00		\$ 0.00	\$ 0.00
UNITYCN11-PAK	Unity Connection 11.x PAK	1	\$ 0.00		\$ 0.00	\$ 0.00
UCXN-11X-SC-PORTS	Unity Connection 11.x SpeechConnect Ports	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-UC-ENC	UC Encryption License Manufacturer: CISCO Estimated Lead Time: Not Available	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: UNITYCN11-K9 CON-ECMU-UNITYCN1	SWSS UPGRADES Unity Connection 11.x Software <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 0.00. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: UNJTYCN11-ENH-USR CON-ECMU-UNITYEHR	SWSS UPGRADES One Unity Connection 10.x Enhanced Voice <i>Pricing is based on an annual contract with an estimated start date of 05/22/2019. The annual rate is \$ 19.80. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.</i>	1	\$ 22.00	18.00%	\$ 18.04	\$ 18.04
SECTION SUB TOTAL [FIRE STATION 6]:						\$ 3,867.99
SECTION ESTIMATED TAXES [FIRE STATION 6]:						\$ 258.61
SECTION GRAND TOTAL [FIRE STATION 6]:						\$ 4,126.60

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 7</b>						
Comments:						
1 CP-8811-K9=	Cisco IP Phone 8811 Series Manufacturer : CISCO Estimated Lead Time : Not Available	5	\$ 445.00	65.00%	\$ 155.75	\$ 778.75
2 Cisco JSR 4321 Bundle, w/UC License, CUBE-10 JSR4321-VIK9	;ooo '3R '32' ' ' ' ' ' ' ' ' w/UC Uceo .CUBE 10	1	\$ 3,518.57	65.00%	\$ 1,231.50	\$ 1,231.50
SL-4320-IPB-K9	P Base License for Cisco ISR 4320 Series	1	\$ 0.00		\$ 0.00	\$ 0.00
SL-4320-UC-K9	nified Communication License for Cisco ISR 320 Series	1	\$ 0.00		\$ 0.00	\$ 0.00

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 7</b>						
Comments:						
PWR-4320-AC	C Power Supply for Cisco ISR 4320	1	\$ 0.00		\$ 0.00	\$ 0.00
CAB-AC-C5	C Power Cord, Type C5, US, Canada	1	\$ 0.00		\$ 0.00	\$ 0.00
MEM-FLSH-4G	1.4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	1	\$ 0.00		\$ 0.00	\$ 0.00
MEM-4320-4G	1.4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	1	\$ 0.00		\$ 0.00	\$ 0.00
FL-CUBEE-5	K;UBE License(OLDOFFER)- 5sessions(RTU Klnly) ms : s11512019	2	\$ 0.00		\$ 0.00	\$ 0.00
SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	5	\$ 30.00	65.00%	\$ 10.50	\$ 52.50
SISR4300UK9- 166	Cisco ISR 4300 Series IOS XE Universal IOS: 81112019	1	\$ 0.00		\$ 0.00	\$ 0.00
NIM-2FX-SFXOP	12-Port FXSFXS-EDID and 4-Port FXO Network Interface Module	1	\$ 1,400.00	65.00%	\$ 490.00	\$ 490.00
NIM-4FXO	14-port Network Interface Module - FXO (Universal) Manufacturer: CISCO Estimated Lead Time: Not Available	1	\$ 1,000.00	65.00%	\$ 350.00	\$ 350.00
Hardware Part #: ISR4321-V/K9 CON-SNT-ISR4321V	SNTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVD4321, UC L Pricing is based on an annual contract with an estimated start date of 05/12/2019. The annual rate is \$ 366.17. This contract covers 1 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	1	\$ 406.85	18.00%	\$ 333.62	\$ 333.62
Hardware Part #: SRST-EP CON- ECMU-SRSTGTEP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License Pricing is based on an annual contract with an estimated start date of 05/12/2019. The annual rate is \$ 3.60. This contract covers 5 device(s) and is for 1 year(s). Maintenance contract start date is subject to product shipment if applicable.	5	\$ 4.00	18.00%	\$ 3.28	\$ 16.40
3 Top Level SKU For 9.x/10.x User License - eDelivery						
R-UCL-UCM-LIC-K9	Top Level SKU For 9.x/10.x User License - eDelivery	1	\$ 0.00		\$ 0.00	\$ 0.00
UC-CUCM-11X-ENH-A	UC Manager-11.x Enhanced Single User License	5	\$ 210.00	65.00%	\$ 73.50	\$ 367.50
UC-CUCM-11X-ESS -A	UC Manager-11.x Essential User License	2	\$ 40.00	65.00%	\$ 14.00	\$ 28.00
CUCM-VERS-11.5	CUCM Software version 11.5	1	\$ 0.00		\$ 0.00	\$ 0.00
EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition	2	\$ 0.00		\$ 0.00	\$ 0.00
UC-CUCM-11X-ENH	UC Manager Enhanced 11.x License	5	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-AN	Enable Advanced Networking Option	2	\$ 0.00		\$ 0.00	\$ 0.00
EXPWY-VE-C- K9	Cisco Expressway-C Server, Virtual Edition	2	\$ 0.00		\$ 0.00	\$ 0.00
UC-CUCM-11X-ESS	UC Manager Essential 11.x License	2	\$ 0.00		\$ 0.00	\$ 0.00
UC-SW-EXP-K9	License Key Software Encrypted	4	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-GW	Enable GW Feature (H323-SIP)	4	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-TURN	Enable TURN Relay Option	2	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-OSK	Expressway Desktop Endpoint License	5	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-E	Enable Expressway-E Feature Set	2	\$ 0.00		\$ 0.00	\$ 0.00
SW-EXP-8.X- K9	Software Image for Expressway with Encryption, Version X8	1	\$ 0.00		\$ 0.00	\$ 0.00
UC-EXP-E-PAK	Expressway Series. Expressway-E PAK	1	\$ 0.00		\$ 0.00	\$ 0.00

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
FIRE STATION 7						
Comments :						
UC-EXP-SERIES	Enable Expressway Series Feature Set	4	\$ 0.00		\$ 0.00	\$ 0.00
LIC-UC-ENC	UC Encryption License	1	\$ 0.00		\$ 0.00	\$ 0.00
UCM-PAK	UCMPAK Manufacturer: CISCO Estimated Lead Time : Not Available	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: R-UCL-UCM-LIC-K9 CON-ECMU-RUCLUCK9	SWSS UPGRADES Top Level SKU For 9. Pricing is based on an annual contract with an estimated start date of 0512212019. The annual rate is \$ 0.00. This contract covers 1 device(s) and is for 1 years(s). Maintenance contract start date is subject to product shipment if applicable.	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: LIC-CUCM-11X-ENH-AIS CON-ECMU-LICXENHA	SWSS UPGRADES UC Manager-11x Enhanced Single User-Und Pricing is based on an annual contract with an estimated start date of 0512212019. The annual rate is \$ 33.30. This contract covers 5 device(s) and is for 1 years(s). Maintenance contract start date is subject to product shipment if applicable.	5	\$ 37.00	18.00%	\$ 30.34	\$ 151.70
Hardware Part #: LIC-CUCM-11X-ESS-AIS CON-ECMU-LICMESSA	SWSS UPGRADES UC Manager-11.x Essential User License U Pricing is based on an annual contract with an estimated start date of 0512212019. The annual rate is \$ 6.30. This contract covers 2 device(s) and is for 1 years(s). Maintenance contract start date is subject to product shipment if applicable.	2	\$ 7.00	18.00%	\$ 5.74	\$ 11.48
4 Unity Connection 11.x Software						
UNITYCN11-K9	Unity Connection 11.x Software	1	\$ 0.00		\$ 0.00	\$ 0.00
UNITYCN11-ENH-USR	One Unity Connection 11.x Enhanced Voice Messaging User	1	\$ 110.00	65.00%	\$ 38.50	\$ 38.50
LIC-SPCHVIEW -DEMO	SpeechView Unity Connection Demo for 50 users for 6 months	1	\$ 0.00		\$ 0.00	\$ 0.00
UNITYCN11-PAK	Unity Connection 11.x PAK	1	\$ 0.00		\$ 0.00	\$ 0.00
UCXN-11X-SC-PORTS	Unity Connection 11.x SpeechConnect Ports	2	\$ 0.00		\$ 0.00	\$ 0.00
LIC-UC-ENC	UC Encryption License Manufacturer: CISCO Estimated Lead Time : Not Available	1	\$ 0.00		\$ 0.00	\$ 0.00
Hardware Part #: UNITYCN11-K9 CON-ECMU-UNITYCN1	SWSS UPGRADES Unity Connection 11.x software Pricing is based on an annual contract with an estimated start date of 0512212019. The annual rate is \$ 0.00. This contract covers 1 device(s) and is for 1 years(s). Maintenance contract start date is subject to product shipment if applicable.	1	\$ 0.00		\$ 0.00	\$ 0.00

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>FIRE STATION 7</b>						
Comments:						
Hardware Part #: UNITYCN11-ENH-USR CON-ECMU-UNITYEHR	WSS UPGRADES One Unity Connection 10.x Enhanced 11/oice Pricing is based on an annual contract with an estimated start date of 0512212019. The annual rate is \$ 19.80. This contract covers 1 device(s) and is for 1 years(s). Maintenance contract start date is subject o product shipment if applicable.	1	\$22.00	18.00%	\$ 18.04	\$ 18.04

SECTION SUB TOTAL [FIRE STATION 7]: \$ 3,867.99  
 SECTION ESTIMATED TAXES [FIRE STATION 7]: \$258.61  
 SECTION GRAND TOTAL [FIRE STATION 7]: \$ 4,126.60

# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
<b>BUSINESS EDITION</b>						
Comments:						
1 Cisco Business Edition 7000M (MS) Appliance, Export Restr SW						
BE7M-M5-K9	Cisco Business Edition 7000M (M5) Appliance Export Restr SW	1	\$ 30,915.00	65.00%	\$ 10,820.25	\$ 10,820.25
VMW-VS6-FND-K9	Embedded License, Cisco UC Virt. Foundation 6.x (2-socket)	1	\$2,499.00	65.00%	\$ 874.65	\$ 874.65
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	\$0.00		\$ 0.00	\$ 0.00
BE7K-CPU	2.6 GHz 6132/140W 14C/19.25MB Cache/DDR4 2666MHz	1	\$0.00		\$ 0.00	\$ 0.00
BE7K-RAM	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	6	\$0.00		\$ 0.00	\$ 0.00
BE7K-RAIDCTRLR	Cisco 12G Modular RAID controller with 4GB Cache	1	\$0.00		\$ 0.00	\$ 0.00
BE7K-DISK	300GB 12G SAS 10K RPM SFF HOD	14	\$0.00		\$ 0.00	\$ 0.00
R2XX-RAID5	Enable RAID 5 Setting	1	\$0.00		\$ 0.00	\$ 0.00
BE7K-NIC1	Intel i350 Quad Port 1Gb Adapter	2	\$0.00		\$ 0.00	\$ 0.00
BE7K-PCIERISER	Riser 1B incl 3 PCIe slots (x8, x8, x8): all slots from CPU1	1	\$0.00		\$ 0.00	\$ 0.00
BE7K-PSU	Cisco UCS 1050W AC Power Supply for Rack Server Manufacturer: CISCO Estimated Lead Time: Not Available	2	\$0.00		\$ 0.00	\$ 0.00
Hardware Part #: BE7M-M5-K9 CON-SNTP-BE7MM5K9	SNTC-24X7X4 Cisco Business Edition 7000M (MS) Appliance Pricing is based on an annual contract with an estimated start date of 0512212019. The annual rate is \$ 691.88. This contract covers 1 device(s) and is for 1 years(s). Maintenance contract start date is subject to product shipment if applicable.	1	\$768.75	18.00%	\$ 630.38	\$ 630.38
Hardware Part #: VMW-VS6-FND-K9 CON-ECMU-VMWVS6FN	SWSS UPGRADES Embedded License, Cisco UC Virt. Foundat Pricing is based on an annual contract with an estimated start date of 0512212019. The annual rate is \$ 270.00. This contract covers 1 device(s) and is for 1 years(s). Maintenance contract start date is subject to product shipment if applicable.	1	\$300.00	18.00%	\$ 246.00	\$ 246.00



# Mfr Part #	Description	Qty	List Price	Discount	Unit Price	Ext Price
BUSINESS EDITION Comments:						
SECTION SUB TOTAL (BUSINESS EDITION):						\$ 12,571.28
SECTION ESTIMATED TAXES (BUSINESS EDITION):						\$ 906.36
SECTION GRAND TOTAL (BUSINESS EDITION):						\$ 13,477.64
PROFSERVICES	Professional Services Enaioneerina Notes:					\$65,752.32
SECTION SUB TOTAL (NON-SECTION):						\$ 65,752.32
SECTION GRAND TOTAL (NON-SECTION):						\$ 65,752.32

QUOTE SUB TOTAL: \$ 119,436.27  
 ESTIMATED TAXES: \$ 3,678.23  
 QUOTE GRAND TOTAL: \$ 123,114.50

PRODUCT SUMMARY	EXT PRICE
Product	\$ 47,460.33
OEM Maintenance	\$ 6,223.62
Logistics Charge	\$ 0.00
Professional Service	\$ 65,752.32
<b>Total</b>	<b>\$ 119,436.27</b>

'EOS: The End-of-Sale date is the last date to order the associated Cisco product through Dimension Data. The product is no longer for sale beyond that date.

Interested in Leasing? A 36-month lease for All Items on this quote is \$ 3,738.13 month.  
 Please note 'Agreement Term' below is budgetary based on Lease Rate Factor 0.0299 per US Leasing Table.

Agreement Term:	36 Month
End of Lease Option	FMV
Quote #	2994978
posale-pi !q_12.	05/23/2019
<b>Buy !&lt;fl.rv Quote Total !</b>	<b>\$ 3,114.50</b>
Monthly Payments	\$ 3,738.13
LRF (per US Leasing Table)	0.0299

These estimates exclude shipping and taxes. All leases are subject to credit approval, equipment verification and soft cost verification and applicable lease agreement.

If you /Jave any questions or inquiries please contact Dimension Data at [edward.lucas@dimensiondata.com](mailto:edward.lucas@dimensiondata.com).

Dimension Data Supply Chain Services Limited (DDCC) logistic fee does not cover: VAT, Duties, Pre & Post shipment inspections, registering companies for importation, import licences (for importation and encryption), Importation Permissions etc. We advise where possible but they are still costs for the importer of record to cover.

By signing below you agree to Dimension Data's "Standard Terms & Conditions" provided above.  
 Please refer to the Terms and Conditions For any additional instructions and/or contact your Client Manager should you have any questions.

Quote Number 2994978

Your Purchase Order Number \_\_\_\_\_

Signature \_\_\_\_\_

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

Place And Date \_\_\_\_\_

---

DRAFT



## GGV OCFA Transition: VoIP Deployment

Orange County Fire Authority

Cisco Collaboration



May 09, 2019  
Version 2.00

Christopher Sanchez  
Tel: 1 925 226 8378  
Mobile: 1 619 820 5456  
Email: [chris.sanchez@dimensiondata.com](mailto:chris.sanchez@dimensiondata.com)

## GGV OCFA Transition: VoIP Deployment

### Dimension Data Contact Details

We welcome any enquiries regarding this document, its content, structure, or scope. Please contact:

Christopher Sanchez - Solution Architect, Mobile Phone: 1 619 820 5456

Dimension Data North America, Inc.  
5000 Hopyard Road  
Suite 450  
Pleasanton, CA 94588

1 925 226 8378

[8] [chris.sanchez@dimensiondata.com](mailto:chris.sanchez@dimensiondata.com)

This Statement of Work will be void after June 08, 2019, unless a signed complete copy of this document is provided to Dimension Data by that date. Dimension Data reserves the right to vary the terms of this document in response to errors identified in its content, changes to the specifications or additional information made available by OCFA. Any such changes will be as agreed to in writing by the parties. This SOW and its contents are deemed confidential information and by accepting it Client agrees not to disclose or share it with any third-party other than as may be agreed in writing by the Parties or as may be set forth in a definitive agreement between the Parties.

The term "Client" as used in this document means the same as the term "Customer" as used in Dimension Data's Standard Terms and Condition or any master agreement that is applicable between OCFA and Dimension Data.

DRAFT

## GGV OCFA Transition: VoIP Deployment

### Contents

1.	Solution Description .....	4	
1.1.	..... Solution Summary		4
2.	Scope Definition .....	?	
2.1.	OCFA GGV Stations .....	7	
3.	Implementation Approach .....	10	
3.1.	Timelines .....	10	
4.	Commercials .....	12	
4.1.	Pricing Summary .....	12	
4.2.	Pricing Assumptions .....	12	
4.3.	Payment Milestones .....	13	
4.4.	Travel, Accommodation and Out of Pocket Expenses .....	13	
4.5.	Maintenance and Support. ....	13	
5.	Statement of Work Acceptance Sheet.....	14	
Appendix A	Contact Information .....	15	
Appendix B	Client Responsibilities to the Project .....	16	
Appendix C	Change Management Process .....	19	

### List of Tables

Table 1	Acceptance Criteria .....	9
Table 2	Project Duration .....	10
Table 3	Pricing Summary .....	12
Table 4	Milestone Payments Table .....	13
Table 5	Travel and Living Costs.....	13
Table 6	Contact Information .....	15

Company Confidential - Client / Vendor Information  
© Dimension Data North America, Inc.

DRAFT

## GGV OCFA Transition: VoIP Deployment

- Install and configure (1) Cisco Unified Computing System (UCS) Business Edition 7000M (BE7M-M5-K9) at OCFA's Regional Fire Operations and Training Center (RFOTC).

### 1.1.2 Call Control

Implementation of Cisco Unified Communications Manager specific features:

- Configuration of up to (56) Cisco IP phones across 7 sites
  - FS81 - 25 phones
  - FS82 - 5 phones
  - FS83 - 5 phones
  - FS84 - 5 phones
  - FS85 - 5 phones
  - FS86 - 6 phones

© Dimension Data North America, Inc.



DRAFT

## GGV OCFA Transition: VoIP Deployment

- FS80 - 5 phones
- o Configuration based on discovery session and standard Dimension Data database document.
- o Configuration is limited to licensed features.

### 1.1.3 Messaging

- o Configure up to (19) mailboxes across 7 sites
- o Test (7) random mailboxes

### 1.1.4 Endpoints

- Install/deploy (56) Cisco IP phones across 7 sites
  - o (56) Cisco 8811 Unified IP Phone

### 1.1.5 Voice Gateways

- Configure (1) Cisco voice gateways at each of the 7 sites
  - o FS81 - ISR4331-V/K9: Cisco ISR 4331 UC Bundle
  - o FS82 - ISR4321-V/K9: Cisco ISR 4321 UC Bundle
  - o FS83 - ISR4321-V/K9: Cisco ISR 4321 UC Bundle
  - o FS84 - ISR4321-V/K9: Cisco ISR 4321 UC Bundle
  - o FS85 - ISR4321-V/K9: Cisco ISR 4321 UC Bundle
  - o FS86 - ISR4321-V/K9: Cisco ISR 4321 UC Bundle
  - o FS80 - ISR4321-V/K9: Cisco ISR 4321 UC Bundle
- Configure Cisco Survivable Remote Site Telephony (SRST): configure basic support for (56) phones

### 1.1.6 End-user Training

- On-site classroom training:

Basic IP Phone, Voicemail, Software Client Training:

In order to deliver a comprehensive review of the new phone system to the current OCFA user population, Dimension Data will deliver

- o (8) one-hour classroom end-user training session

To support classroom or train-the-trainer session, Dimension Data intends to provide these training sessions immediately following the deployment of each site. However, due to the fluid work schedule of the firefighters, the training schedule will be agreed upon in a timely manner after the completion of the project. The Dimension Data Project Manager will confirm training schedule during project kickoff call.

DRAFT



DRAFT

## GGV OCFA Transition: VoIP Deployment

### 2. Scope Definition

This scope definition will describe the technical solutions being delivered by this Statement of Work.

If any of the assumptions in this scope definition are not met by OCFA or are proven to be inaccurate, then the scope, timing or fees for this engagement may be changed at Dimension Data's discretion. These changes will be managed through the project change control process and may affect the project schedule and cost.

#### 2.1. OCFA GGV Stations

##### 2.1.1 Assumptions

For the purpose of this Statement of Work related to the GGV Station's phones, Dimension Data has assumed that:

- Dimension Data may decide to stage the equipment at our off-site staging facility and then ship equipment to site for final implementation. At OCFA's request, OCFA personnel may visit the staging center to participate in the staging process. Visits must be coordinated through the Dimension Data project manager.
- Dimension Data understands that the install sites are active fire stations with limited storage capabilities. Due to this, if staging is required, Dimension Data will direct any/all hardware to OCFA's RFOTC site. OCFA agrees to provide adequate space and access to stage the equipment.
  - Dimension Data understands and agrees that access to any OCFA sites will require escorts and advance notice
  - Dimension Data understands that the install sites are active first responder public safety life emergency fire houses and agree not to obstruct the firefighters in any way.
- For Cisco UC application upgrades being performed remotely; VPN remote access is required to perform the upgrade. Cisco WebEx is not a substitute for VPN.
- Dimension Data reserves the right to perform work and provide support remotely.

##### 2.1.2 Exclusions

The following assumptions and exclusions have been made in arriving at the cost and effort estimates for this project, and therefore, should be provided or procured by OCFA:

- Any item, task, equipment, or service not listed or provided for in this Statement of Work is not included in this project, including those exclusions expressly stated below

DRAFT

## GGV OCFA Transition: VoIP Deployment

- Filling out of Database document.
- Network configuration.
- Environmental variables, such as UPS power or cooling
- Fiber optic integrity
- Desktop connections
- Printer connections
- Ancillary device connections
- Applications issues and troubleshooting
- Server rebooting and connections
- Upgrades to existing equipment
- Premise facilities and any cabling (patch cables, special cables, serial cables, etc.)
- Network nomenclatures
- Telecommunication circuits provisioning, troubleshooting and tracking
- PBX integration, configuration or troubleshooting
- Gathering the following information
  - First/last name            Username
  - Extensions                Department/group
  - Location                    Building
  - Floor plan                  Floor number
- Jack numbers by closet
- Additional time and budget may be required through the project change management process if user information and user location provided is not accurate
- Loading dock access for receiving equipment
- Adequate floor space to store and stage the equipment
- Access to a secure area for staging and configuration
- Adequate power to terminate the equipment
- Network access to terminate the equipment
- Disposal services to remove boxes and packing materials



DRAFT

## GGV OCFA Transition: VoIP Deployment

### 2.1.3 Acceptance Criteria

	Milestone	Acceptance Criteria
1	Inception	<ul style="list-style-type: none"> <li>• The project kick-off meeting is complete</li> <li>• OCFA has been presented with Dimension Data deployment methodology, team roles and responsibilities</li> <li>• OCFA has been given a baseline MS Project Plan or Schedule</li> </ul>
2	Definition	<ul style="list-style-type: none"> <li>• Completion of requirement workshops</li> </ul>
3	Build	<ul style="list-style-type: none"> <li>• OCFA has reviewed and approved the Detailed Design and Acceptance Test Procedure</li> <li>• Staged equipment delivered to production sites</li> </ul>
4	Deployment	<ul style="list-style-type: none"> <li>• The solution has been configured, deployed, and tested as detailed in the Requirements and Acceptance Test Procedure</li> <li>• The solution has been in production for one week with no critical issues which impact enterprise call routing</li> <li>• All Training and Knowledge Transfer as described in the Scope Deliverables has been delivered</li> <li>• OCFA has been delivered all final Documents and Test Plans</li> </ul>
5	Close	<ul style="list-style-type: none"> <li>• Post implementation review</li> </ul>

Table 1 Acceptance Criteria

DRAFT

## GGV OCFA Transition: VoIP Deployment

### 3. Implementation Approach

Dimension Data's Primer solution delivery framework, embraces a suite of world-class delivery services and project management capabilities. Primer is structured to provide the most relevant and scalable solution and to deliver it on time, accurately and cost effectively by ensuring risk, time and resources are managed throughout the project lifecycle.

Primer is aligned with the key principles of PRINCE2 and the fundamentals embedded in the Project Management Body of Knowledge (PMBOK) provided by the Project Management Institute (PMI). Further details will be provided in the Project Management Plan to be delivered in early stages of the delivered solution.

#### 3.1. Timelines

The engagement will commence on a mutually agreed date, after allowing time to assemble project resources. Dimension Data anticipates this will be within four (4) weeks of receiving a signed copy of this Statement of Work and OCFA's purchase order.

This Statement of Work has been quoted with the following timeframes to accomplish the tasks in each of the stages. The duration of the project will be validated during the Definition stage. Any changes to the duration will be handled via the Change Management process.

The total duration of the project is estimated to be 8 weeks. However, Dimension Data understand the urgency to complete this deployment and will do everything in its power to complete the project ahead of schedule.

Inception	1 weeks
Definition	1 weeks
Build	1 weeks
Deployment	4 weeks
Close	1 weeks

Table 2 Project Duration

The project schedule is subject to the following lead times:

1. 200
- 2.
- 3.

Equipment lead time can be up to ten (10) weeks from date of receipt of official order .

A lead time of four (4) weeks may be required for any project resources .

Weekend work, if applicable, may require a lead time of six (6) weeks.

DRAFT

## GGV OCFA Transition: VoIP Deployment

Actual lead times will be confirmed on receipt of a OCFA purchase order and the schedule will be adjusted accordingly.

If OCFA cancels scheduled work less than ten (10) business days prior to the scheduled work commencement, Dimension Data may invoice OCFA for the scheduled time at Dimension Data's normal hourly rate (\$210 per hour) for each resource that become idle plus any travel costs incurred as a result of the cancellation. If Dimension Data is unable to perform part of the services as scheduled due to a failure by OCFA to perform its obligations, for such period that Dimension Data is prevented from such performance, Dimension Data may invoice OCFA at Dimension Data's normal hourly rate (\$210 per hour) for resources that become idle.

Dimension Data may invoice OCFA at Dimension Data's normal hourly rate (\$210 per hour) to perform a system audit and remediation if it is deemed necessary by Dimension Data to validate system functionality as a result of client implemented modifications that were not approved by the Dimension Data Project Manager.

## GGV OCFA Transition: VoIP Deployment

### 4. Commercials

#### 4.1. Pricing Summary

This Statement of Work is based on a fixed price, fixed outcome basis. The pricing provided in this document is valid until June 08, 2019 and is subject to change if not accepted by that date.

	Item	Currency	Amount
1	Services Pricing**	USD	\$65,752.32
	Total Fixed Cost	USO	\$65,752.32
2	Estimated Accommodation, Subsistence and Travel	USO	\$0.00
	Total*	USO	\$65,752.32

Table 3 Pricing Summary

\* All prices exclude VAT/GST/local sales or other taxes and duties.

\*\* This price is based upon Dimension Data's current understanding of OCFA requirements and service assumptions and is subject to change if such requirement or assumptions change.

#### 4.2. Pricing Assumptions

- Invoices shall be generated by Dimension Data on completion of a payment-related milestone or as otherwise specified in the payment milestones section. Completion of these milestones shall be confirmed by written client approval; which will be obtained from OCFA by the Dimension Data Project Manager or as otherwise specified in governing terms.
- Dimension Data reserves the right to invoice for any work delivered against milestones delayed due to OCFA or their vendors.
- In the event that undisputed payments are not received in accordance with agreed upon payment terms, all project work may be halted until such time as payments are received by Dimension Data.
- The pricing assumes work will be undertaken during normal working hours (Monday through Friday 8:30AM to 5:30PM local time, excluding Dimension Data observed holidays) except planned cutovers that are part of the scope of this Statement of Work. Should overtime work be undertaken, either at the request of, or through default on the part of OCFA, Dimension Data reserves the right to invoice OCFA for the difference between cost of effort at normal hourly rates and the cost of Dimension Data's standard overtime rates.
- Any item not identified and defined within Section 3 (Scope Definition) of this Statement of Work is out of scope. The Dimension Data Project Manager will evaluate all out of scope request and activity. Out of scope and after hours

services will be charged in accordance with the Change Control Process outlined in Appendix C of this Statement of Work.

DRAFT







DRAFT

## GGV OCFA Transition: VoIP Deployment

### 5. Statement of Work Acceptance Sheet

#### 5.1. Governing Terms

This Statement of Work is governed by the Terms and Conditions of Sale available at [http://www .dimensiondata.com/rqn /na/legal/ Pages/ Home.aspx](http://www.dimensiondata.com/rqn/na/legal/Pages/Home.aspx) and which are incorporated herein by reference.

#### 5.2. Acceptance

By signing below, the parties hereby confirm acceptance and agreement of this Statement of Work (OCFA - GGV OCFA Transition: VoIP Deployment - May 09, 2019) and acknowledge and agree that is subject to and governed by the above referenced Dimension Data Terms and Conditions of Sale without additional or modified terms. OCFA further acknowledges and agrees it has the ability to access the document provided in the URL and waives any claims and defenses to the validity of enforceability of the Dimension Data Terms and Conditions of Sale arising from any electronic submission of it to OCFA.

Dimension Data North America, Inc.

Orange County Fire Authority

Signature

Signature

Mark McGrath, Area Operations Director

Print Name and Title

Print Name and Title

May 09, 2019

Date

Date

OCFA should return this entire document along with the signed Statement of Work Acceptance Sheet via email to [chris.sanchez@dimensiondata.com](mailto:chris.sanchez@dimensiondata.com).

*[Handwritten signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DRAFT**





DRAFT

**GGV OCFA Transition: VoIP Deployment**

**Appendix B Client Responsibilities to the Project**

The following items are responsibilities that OCFA must fulfill as part of the project.

1. In order to avoid delays to the project:
  - a. OCFA must review the documentation/deliverables within two (2) business days of receipt of the document, except where mutually agreed and stated in the schedule.
  - b. If due to OCFA requirements, any documentation/deliverables require more than two (2) reviews, then client acknowledges that project delays and additional costs may be incurred.
2. OCFA is responsible for supplying all infrastructure components to successfully deliver the project. Hardware, software licenses, network, and environments supplied by Dimension Data are excluded from this requirement.
3. OCFA will be responsible for all aspects of data quality, availability, backups and restores required to successfully deliver the project.
4. OCFA will provide site access, security escorts (if required), parking and a suitable work area to the project team.
5. OCFA will provide internal staff as per the schedule or as reasonably required including, but not limited to:
  - a. Project Manager to manage OCFA deliverables, resources and activity as per the agreed schedule.
  - b. Availability of appropriate OCFA representatives at necessary requirements, design and planning workshops, testing and validation activities.
  - c. Points of contact (as appropriate) for user groups and network systems administrators.
  - d. Provide access to network information, diagrams, site floor plans or site assistance, indicating outlet location, station number, user name, and station type for each site.
  - e. Third-party vendor coordination not specifically included in the scope of this Statement of Work.
  - f. Supplying third-party resources to assist in interfacing with third-party equipment.
- 6.
- 7.
- 8.
- 9.

Prior to project completion, OCF A will receive written approval from the Dimension Data Project Manager before making any modifications to the solution defined in this Statement of Work

Ensure that Dimension Data personnel who attend OCFA site are instructed on all relevant health and safety regulations and criteria.  
Ensuring all dependencies (resources, input data, etc.) that this engagement may have on other OCFA projects is met.

DRAFT

The successful execution and completion of user acceptance testing.



## GGV OCFA Transition: VoIP Deployment

10. Ensuring all dependencies required for the implementation of this project are provided to Dimension Data in line with the Dependency Matrix that will be maintained during the course of the project.
11. OCFA agrees to provide Dimension Data with 24x7 VPN remote access to all devices that are part of the solution to any Dimension Data resources charged with installing or configuring devices included in the solution.
12. OCFA will provide reasonable access to OCFA sites and facilities, including computer equipment, telecom equipment, work space and telephone access for Dimension Data's use during the project.
13. OCFA will provide proper security clearances and/or escorts as required to access the site for equipment installation and maintenance .
14. OCFA will provide any special safety equipment if required for the site.
15. OCFA will provide adequate secured storage areas on the site(s) for Dimension Data equipment for the duration of the project.
16. OCFA will install and verify the operation of all external communications equipment not provided by Dimension Data (equipment not included in the Dimension Data bill of materials). This equipment will be installed, tested, and deemed to be operational prior to Dimension Data's arrival at OCFA site.
17. OCFA will notify Dimension Data of any hardware and/or software upgrades or any other changes within OCFA's network at least 30 business days prior to this install or upgrade.
18. OCFA will, when requested by Dimension Data, provide the OCFA building layouts including the floor plan, cabling and power location for all applicable sites.
19. OCFA agrees that any delays caused by the carrier on the installation, termination , provisioning or activation of circuits may be charged at the out-of-scope hourly rate.
20. . OCFA will ensure that all circuits have been clearly labeled, identifying with what component of network equipment it is to be used.
21. . OCFA will provide all the cabling required to complete the installation that is not included with this equipment. Cabling will be delivered to the installation site prior to the arrival of the Dimension Data installation time. This includes desktop patch cords, closet patch cords, patch panels, etc. All cabling longer than 20 feet will be installed by OCFA and will be labeled with an indication of what the cabling supports.
22. OCFA will prepare the installation site. In particular, ensure that proper environmental conditions are met and adequate power (including UPS) is available. On-site installation delays caused by the lack of completed site preparation or failure to meet any responsibilities as specified above on the part of OCFA will be billed at the prevailing Field Engineer time and materials basis at the hourly rates set forth hereunder. Any additional costs incurred by OCFA as a

DRAFT

## GGV OCFA Transition: VoIP Deployment

result of delays caused other than by Dimension Data shall be the sole responsibility of OCFA.

23. OCFA will provide technician or end user to test functionality of equipment once installation is complete.
24. All circuits will be cross connected, demarcation extended and terminated by OCFA or a certified wiring contractor. If Dimension Data is required to perform cabling or circuit extensions, OCFA will be billed as per the appropriate time and material rate to complete the task.

DRAFT

Ö  
3:  
tom  
0  
c:  
Q  
E  
Q  
r'a  
III

DRAFT



DRAFT



The aerial imagery will be used as the foundational component of the grant through defining the scope and extent of the beetle infestation on a Countywide scale. The goals are to stop the spread of invasive tree pests, reduce the accumulation of dead and dying materials caused by the tree pests, limit the spread into currently uninfested areas, and reduce the related wildfire risks and associated greenhouse gas emissions.

***Request for Proposal (RFP) Process***

On December 11, 2018, RFP RO2336 was issued to solicit competitive proposals for aerial imaging and analysis services. A non-mandatory pre-proposal meeting was held on December 20, 2018, with six firms attending the meeting. Final proposals were due on January 9, 2019, and five responsive proposals were received. The proposals were evaluated based on the criteria and point structure as defined in the RFP: method of approach (40), qualifications & experience (35), and proposed costs (25). Following the written proposal evaluation, the evaluation committee conducted interviews with the representatives from Eagle Aerial Photography, Inc., Lidar America, Inc., and Digital Mapping, Inc. Upon completion of the proposal evaluation and interviews, Eagle Aerial Photography, Inc. was the number one ranked firm in the RFP process.

The proposal from Eagle Aerial Photography, Inc. offers extensive services with experienced personnel, specialized equipment, and long standing and proven results from other public agencies. This firm has a strong customer base and has partnered up with an analytics firm specialized in vegetation health analysis, forecasting, and other services as required for project completion. Additional information on the evaluation scoring is provided in Attachment 1.

***Recommendation***

Staff is recommending the award of the contract to Eagle Aerial Solutions, the number one ranked firm in the RFP process and approval and authorization for the Purchasing Manager to execute a contract for an initial amount of \$226,616 and renew the contract for two additional years in the amount of \$60,000 annually (total contract amount for initial three years is \$346,616).

***Attachment(s)***

1. Evaluation Scoring
2. Proposed Agreement (Posted on-line at OCFA.org)



**RO2336 – NDVI Aerial Imaging Services  
Summary of Evaluation Scores and Pricing**

	<b>Eagle Aerial Photography</b>			<b>Lidar America, Inc.</b>			<b>Digital Mapping, Inc.</b>			<b>Hana Resources, Inc.</b>			<b>vScenario LLC</b>		
<b>Cost Proposal</b>	<b>\$266,616</b>			<b>\$118,385.58</b>			<b>\$67,000</b>			<b>\$552,500</b>			<b>\$213,395</b>		
Evaluators	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
A. Method of Approach (40)	38	40	36	38	38	38	32	38	20	38	38	34	24	38	16
B. Qualifications & Experience (35)	33.25	35	31.5	35	31.5	29.75	24.5	31.5	17.5	33.25	35	29.75	24.5	31.5	10.5
C. Proposed Costs (25)	6.28	6.28	6.28	14.15	14.15	14.1487	25	25	25	3.03	3.03	3.03	7.85	7.85	7.85
Sum of Proposal Scores	77.5	81.3	73.8	87.1	83.6	81.9	81.5	94.5	62.5	74.3	76.0	66.8	56.3	77.3	34.3
Ranking	<b>3</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>4</b>	<b>4</b>	<b>5</b>	<b>3</b>	<b>5</b>	<b>4</b>	<b>5</b>
Written Sum of Ranking	<b>8</b>			<b>4</b>			<b>7</b>			<b>12</b>			<b>14</b>		
Interview/Questions (30)	30	30	30	13.5	18	15	10.5	12	15	0	0	0	0	0	0
Sum of Interview Ratings	30.0	30.0	30.0	13.5	18.0	1.5	10.5	12.0	1.5	0.0	0.0	0.0	0.0	0.0	0.0
Total of both written & presentation	<b>107.5</b>	<b>111.3</b>	<b>103.8</b>	<b>100.6</b>	<b>101.6</b>	<b>83.4</b>	<b>92.0</b>	<b>106.5</b>	<b>64.0</b>	<b>74.3</b>	<b>76.0</b>	<b>66.8</b>	<b>56.3</b>	<b>77.3</b>	<b>34.3</b>
Ranking with Presentation	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>5</b>	<b>3</b>	<b>5</b>	<b>4</b>	<b>5</b>
Sum of Ranking w/Interview	<b>3</b>			<b>7</b>			<b>9</b>			<b>12</b>			<b>14</b>		

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this \_\_\_ day of May, 2019, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as “OCFA”, and Eagle Aerial Photography Services, Inc., a Corporation, hereinafter referred to as “Firm”. OCFA and Firm are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

**RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to provide Normalized Difference Vegetation Index (NDVI) aerial imaging and analysis services as requested in RFP RO2336, hereinafter referred to as “Project”; and

WHEREAS, Firm has submitted to OCFA a proposal dated January 9, 2019, a copy of which is attached hereto as Exhibit “A” and is incorporated herein by this reference (“Proposal”); and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Firm for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby employ Firm and Firm agrees to provide professional services as follows:

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in Firm’s Proposal attached hereto as Exhibit “A.” The Scope of Services includes by reference and by addendum: (1) OCFA’s Request for Proposal, RFP RO2336, dated December 18, 2018 (“RFP”), (2) Firm’s Proposal, as modified by Firm’s Best and Final Offer dated April 5, 2019, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto (“Services” or “Work”). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this

Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Firm's Proposal, OCFA's RFP and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the RFP shall govern, in that order.

## **1.2 Compliance with Law**

All Services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

## **1.3 Licenses and Permits**

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement.

## **1.4 Familiarity with Work**

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any Work except at Firm's risk until written instructions are received from the Contract Officer.

## **1.5 Care of Work**

Firm shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

## **1.6 Additional Services**

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Purchasing Manager.

## **2. TIME FOR COMPLETION**

The time for completion of the Services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

## **3. COMPENSATION OF FIRM**

### **3.1 Compensation of Firm**

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the Firm's Best and Final Offer dated April 5, 2019 set forth in Exhibit "A," in an amount not to exceed Two Hundred Sixty-Six Thousand, Six Hundred Sixteen Dollars and Eleven Cents (\$266,616.11) for the Initial Contract Term and Sixty Thousand Dollars (\$60,000) annually for additional services requested during any Additional Contract Term(s). .

### **3.2 Method of Payment**

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for Services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

### **3.3 Changes**

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

### **3.4 Appropriations**

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

## **4. PERFORMANCE SCHEDULE**

### **4.1 Time of Essence**

Time is of the essence in the performance of this Agreement.

### **4.2 Schedule of Performance**

All Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's Proposal, attached hereto as Exhibit "A". The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

### **4.3 Force Majeure**

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Firm shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

### **4.4 Term**

This Agreement shall commence on the date first written above and continue in full force and effect for twelve (12) months, unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement ("Initial Contract Term"). Thereafter, OCFA at its sole discretion may extend the Agreement for up to two (2) additional twelve (12) month terms (each an "Additional Contract Term").

## **5. COORDINATION OF WORK**

### **5.1 Representative of Firm**

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Wayne Tate, President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

### **5.2 Contract Officer**

The Contract Officer shall be David Erickson, Wildland Resource Planner, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

### **5.3 Prohibition Against Subcontracting or Assignment**

**5.3.1 No Subcontracting Without Prior Approval.** The experience, knowledge, capability and reputation of Firm, its principals and employees, and the Firm Representative were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of OCFA.

**5.3.2 Provisions in the Event Subcontractor(s) Are Authorized.** If Firm is authorized to subcontract any part of the Services as provided in Section 5.3.1, Firm shall be responsible to OCFA for the acts and omissions of its subcontractor(s) and subconsultant(s) in the same manner as it is for persons directly employed. For purposes of this Agreement, all persons engaged in the performance of Services will be considered employees of Firm. OCFA will deal directly with and will make all payments to Firm. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Firm shall ensure that all subcontractor insurance requirements set forth in Section 6 below (including its subsections) are complied with prior to commencement of Services by each subcontractor.

**5.3.2.1 Withholding Payment for Non-Authorized Subcontractors.** OCFA shall have the right to withhold payment from Firm

for Services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

**5.3.3 Assignments.** Neither this Agreement nor any interest herein may be assigned, transferred, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of OCFA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of OCFA.

#### **5.4 Independent Contractor**

**5.4.1** The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Firm will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

**5.4.2** Firm shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

**5.4.3** No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for

compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

## **5.6 Employee Retirement System Eligibility Indemnification**

**5.6.1** In the event that Firm or any employee, agent, or subcontractor of Firm providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in an employee retirement system as an employee of the OCFA, Firm shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Firm or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the OCFA.

**5.6.2** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in PERS as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for PERS benefits.

## **6. INSURANCE AND INDEMNIFICATION**

**6.1 Compliance with Insurance Requirements.** Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Firm shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to meet all requirements herein.

**6.2 Types of Insurance Required.** Without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:



**6.2.1 Professional Liability/Errors and Omissions Insurance ("PLI").** Firm shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Firm. Firm shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

**6.2.1.1** The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must “pay on behalf of” the insured, and include a provision establishing the insurer’s duty to defend the insured.

**6.2.1.2** If the PLI policy of insurance is written on a “claims-made” basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

**6.2.1.3** If the PLI policy is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

**6.2.1.4** Firm shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Firm for Services performed while required PLI insurance is not in effect.

**6.2.2 Commercial General Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per

occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

**6.2.3 Automobile Liability Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

**6.2.4 Workers' Compensation Insurance.** Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.1** If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

**6.2.4.2** Firm and each of its subconsultants and subcontractors shall also maintain, in full force and effect throughout the term of this Agreement, Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per injury or illness.

**6.3 Acceptability of Insurers.** Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the

OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

**6.3.1** Firm shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

**6.4 Specific Insurance Provisions and Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the OCFA to add the following provisions to the insurance policies:

**6.4.1 CGL and Auto Liability Endorsements.** The policy or policies of insurance required by this Agreement for CGL and Automobile Liability Insurance shall be endorsed as follows:

**6.4.1.1 Additional Insured:** The OCFA, its board members, officials, officers, employees, agents and volunteers, shall be additional insureds; and

**6.4.1.1.1 Additional Insured Endorsements:** Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, (4) contain any other exclusions contrary to the Agreement; or (5) contain special limitations on the scope of protection afforded to additional insureds.

**6.4.1.2 Primary, Non-Contributing.** Each CGL and Auto Liability insurance policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the OCFA, its board members, officials, officers, employees, agents or volunteers, shall not contribute with the primary insurance.

**6.4.2 Notice of Cancellation:** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

**6.4.2.1 Pre-Payment of Policy Premium.** If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Firm shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

**6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements.** By executing this Agreement, Firm certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Firm also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion. (Firm may request pre-approval from OCFA of a deductible or self-insured retention prior to submitting Firm's Proposal).

**6.6 Waiver of Subrogation.** All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the OCFA, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers.

**6.6.1 Waivers of Subrogation: Subconsultants and Subcontractors.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall obtain from each subconsultant and subcontractor, and make available to OCFA upon request, written express waivers by each subconsultant and subcontractor of the right of subrogation against the OCFA, its officials, officers, employees, agents and volunteers, and policy endorsements of each of its subconsultants' and subcontractors' insurance policies waiving any rights of subrogation against the OCFA, its officials, officers, employees, agents and volunteers insurer. All such waivers and endorsements shall be obtained prior to commencement of any Services by each subconsultant or subcontractor.

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies

including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

**6.7.1** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

**6.7.2 Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

**6.7.3 Renewal/Replacement Policies.** At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

**6.8 Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Firm; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the OCFA. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Firm under this Agreement. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for losses of any type or amount.

**6.9 Enforcement of Agreement (Non-Estoppel).** Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

**6.10 Insurance for Subconsultants.** If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

**6.10.1 Delivery of Evidence of Subcontractor Insurance.** Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

**6.11.1** Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

**6.11.2** All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

**6.11.3** None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

**6.11.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

**6.11.5** Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

**6.11.6** Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

## **6.12 Indemnification.**

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

## **7. RECORDS AND REPORTS**

### **7.1 Reports**

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

### **7.2 Records**

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to

evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

### **7.3 Ownership of Documents**

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

### **7.4 Release of Documents**

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

### **7.5 Confidential Materials**

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

## **8. ENFORCEMENT OF AGREEMENT**

### **8.1 California Law**

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.



## **8.2 Waiver**

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waive or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

## **8.3 Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

## **8.4 Legal Action**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

## **8.5 Termination Prior to Expiration of Term**

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Firm, except that where termination is due to the fault of the Firm and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer thereafter.

Firm may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

## **8.6 Termination for Default of Firm**

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and

OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

### **8.7 Attorneys' Fees**

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

## **9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

### **9.1 Non-Liability of OCFA Officers and Employees**

No officer or employee of OCFA shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Firm or its successor, or for breach of any obligation of the terms of this Agreement.

### **9.2 Covenant Against Discrimination**

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality**

Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of OCFA.

### **10.2 Notice**

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority  
Attention: Debbie Casper  
1 Fire Authority Road  
Irvine, CA 92602

To Firm:

Eagle Aerial Photography, Inc.  
Attention: Wayne Tate, President,  
3420 Bristol St. 6<sup>th</sup> Floor  
Costa Mesa, CA 92626

### **10.2 Integrated Agreement**

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

### **10.3 Amendment**

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

### **10.4 Severability**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

### **10.5 Corporate Authority**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

**[Signatures on Following Page]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

**"OCFA"**

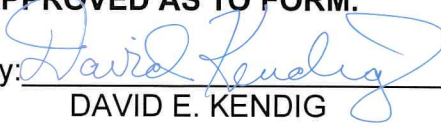
**ORANGE COUNTY FIRE AUTHORITY**

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

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

Debbie Casper, C.P.M., CPPB  
Purchasing & Materials Manager

**APPROVED AS TO FORM.**

By:   
\_\_\_\_\_  
DAVID E. KENDIG  
GENERAL COUNSEL

**ATTEST:**


\_\_\_\_\_  
Sherry A.F. Wentz  
Clerk of the Board

Date: May 16, 2019


**"FIRM"**

**EAGLE AERIAL PHOTOGRAPHY, INC.**

Date: May 8, 2019

By:   
\_\_\_\_\_  
Wayne Tate  
President

Date: May 8, 2019

By:   
\_\_\_\_\_  
Norman Woo  
Production Manager

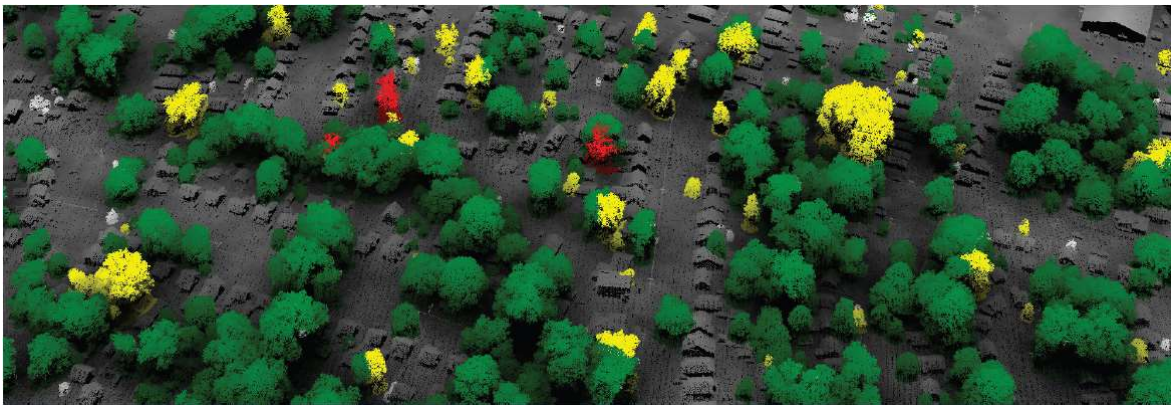
## Exhibit "A"

# NDVI Aerial Imaging and Vegetation Analysis Services

ORANGE COUNTY FIRE AUTHORITY  
RESPONSE TO RFP NO. RO 2336

BY

EAGLE AERIAL SOLUTIONS & QUANTUM SPATIAL, INC.



Category	Class Description Interpretation
0	<b>Not Assessed</b> - typically small trees with relatively low canopy area
1	<b>Fair to Healthy</b> - nearly full canopies, potentially some dieback
2	<b>Stressed</b> - dieback and discoloration common
3	<b>Very Stressed</b> - significantly less canopy foliage present, leaves/needles are severely discolored

**Submission Date: January 9, 2019**

**Submitted to Orange County Fire Authority, Purchasing Department,  
1 Fire Authority Road, Building C, Irvine, CA 92602 through Planet Bids**

**Submitted by Wayne Tate, Paul Clark and Andrew Brenner**

**Email: wtate@eagleaerial.com**

## TABLE OF CONTENTS

1.	TRANSMITTAL LETTER .....	1
2.	FIRM'S DETAILED INFORMATION.....	1
3.	RELEVANT EXPERIENCE .....	4
4.	PROPOSAL QUESTIONNAIRE.....	5
4.1	Provide your firm's background including how many years your firm has been providing Orthorectified Aerial Imagery and NDVI analysis.....	5
4.2	Please provide any patented or otherwise company specific technology or analysis that can assess plant health.....	6
4.3	Provide the name of the principal or project manager in the firm who will have direct and continued responsibility for the project.....	7
4.4	Provide relevant information demonstrating competence, knowledge and ability in the services to be provided; including supporting evidence of strength and stability of the firm; staffing capability; and current workload.....	10
4.5	Provide information on any innovative or unique methods used that distinguish your firm from other firms. ....	20
4.6	Provide sample of previous imaging work completed. Include sample 3-Band Images and Natural Coloring images for each project reflecting the levels of quality OCFA can expect for this project.....	21
4.7	Provide sample of previous analysis work completed. Include any relevant projects for plant health analysis, forecasting models for pest control, and other work for consideration. ....	22
4.8	Provide a current client list that includes the entity name, primary contact, telephone, e-mail, and website address.....	25
4.9	Based on the Scope of Work, what is the estimated duration of time for completion? .....	26
4.10	What deliverable documentation would you provide for the tasks that you perform? .....	26
4.11	Overall Project Management and Reporting.....	26
5	LIST OF REFERENCES.....	28
6	PROPOSED INDIVIDUAL'S RESUME FOR SERVICES.....	29
7	OFFER/COST PROPOSAL.....	33
8	W-9 .....	34
9	PARTY PARTICIPANT AND AGENT DISCLOSURE FORMS.....	35

## 1. TRANSMITTAL LETTER



*3420 Bristol Street, 6<sup>th</sup> Floor, Costa Mesa, CA 92626 (714)754-7670*

January 9, 2019

Orange County Fire Authority

1 Fire Authority Road, Bldg. C

Irvine, CA 92602

Attn: Rothchild Ong

Re: Request for Proposal-Aerial Imaging Services RFP No. RO2336

Dear Mr. Ong,

Eagle Aerial Solutions and Quantum Spatial Inc., are pleased to submit this response to the RFP 2336. Eagle Aerial Solutions, as prime contractor, is based in Costa Mesa, California, has been acquiring and successfully delivering 4 band high resolution aerial imagery of Orange County for the last 13 years. Quantum Spatial, as subcontractor, is the leading remote sensing company in the US and has been analyzing remotely sensed data for natural resource management for over 25 years. Together, we represent the most experienced and best in class team to provide data to OCFA for the described project. Our firms hold all licenses and professional credentials necessary to perform the required services.

As a team, Eagle Aerial Solutions and Quantum Spatial have worked together since 2012 and are currently under contract to California Department of Water Resources to map irrigated vegetation over the urban areas of the entire state of California for water conservation purposes. In the following proposal, we will show how we are together the best team to undertake the work and how we can provide information that can support effective decision-making to understand the location of diseased trees in Orange County and the potential spread of disease. We propose to use 6-inch pixel resolution imagery for this project, rather than the minimum specified 20-inch pixel imagery. The 6-inch pixel imagery will yield considerably more accurate results and an improved identification of the causes of tree health decline, ultimately reducing misclassification of diseased trees and improving the cost-effectiveness of the program. In addition, Eagle Aerial is the only company that can bring to the program 8 years of historical annual NDVI analysis that will provide an unparalleled database for development and calibration of the forecasting model. Eagle Aerial is the only entity that has historical data of this type.



The Eagle Aerial – Quantum Spatial Team (EA/QS) understands that the Orange County Fire Authority (OCFA) is looking for proposals to provide both 4 band imagery and remote sensing analysis that includes the use of Normalized Difference Vegetation Index (NDVI) to assist in the detection of trees infested with invasive shot hole borers and gold spotted oak borer (ISHB/GSOB). The imagery and analysis will be utilized to identify and prioritize infested trees for removal and the understanding the pattern of infection and tree host availability will allow OCFA to identify areas of potential infection in the future.

This analysis will occur over all State Responsibility Areas (SRA) zones covering Orange County, CA, its shore line through to any pier areas, and a 5-mile buffer zone for the land areas. The shapefile provided covers an area of around 468 square miles. The OCFA Community Risk Reduction Department, adopts and enforces codes and ordinances relative to fire and life safety issues, reviews plans and conducts inspections of construction projects, coordinates annual life safety inspections of all existing commercial buildings, provides long range analysis of impacts on resources associated with future land use and development, and investigates all fires. The Pre-Fire Management Section takes a proactive approach to wildland fire prevention through the systematic evaluation of risk, fuels mitigation, road maintenance, vegetation management/home hardening education, plus ongoing collaboration with partner organizations, land owners and communities. It is in the role of pre-fire management that OCFA is under taking this project to identify and remove dead and dying trees to reduce fuel availability of wildland fires.

The EA/QS team has put together a plan that will utilize both new and existing sets of data to successfully complete the tasks requested in the RFP. A detailed technical approach is provided in Section 3.

As requested in the RFP the EA/QS team will provide two aerial imagery collections of the project area the first being in May 2019 and the second in October 2019, in subsequent year if funding is available we would expect the same seasonality of collection. Although the specifications in the RFP are for 20 inch pixel resolution imagery, we propose to use 6 inch pixel resolution imagery which will provide superior results and accuracy in the manner more fully described below.

## Meeting the Minimum Qualifications

### ***Offeror must be experienced with projects that have utilized OCFA's preferred formats as specified.***

The EA/QS Team have experience with all the formats specified both firms are geospatial acquisition and analysis firms experienced in all geospatial data formats. All referenced projects have used Esri formats and any image format that OCFA uses.

### ***Offeror must be in the business of providing NDVI aerial imaging and analysis services for clients with similar functions and complexity as the OCFA for at least three years.***

Eagle Aerial and Quantum Spatial both have decades of experience in acquiring and analyzing aerial imagery. Quantum Spatial is the largest purely geospatial company in the US and has a pedigree dating back to the 1920s, see section 2. References provided in section 3, 4 & 5 show the advanced level of analysis for tree health undertaken by the Quantum Spatial Team, almost all our remote sensing analysis projects include as one of the data layers the production of NDVI.

***Offeror must possess all licenses and professional credentials necessary to perform services required and must be experienced with a core group of business programs including ESRI/GIS software products and formats.***

The EA/QS team has over 400 professional and technical staff nationwide. Our organization is professionally guided under the responsive charge of 21 Professional Land Surveyors, 16 Certified Photogrammetrists, two Professional Engineers, 15 GISCI certified GIS Professionals, and 9 PMI certified Project Management Professionals. Our management teams holds Master and Doctorate level qualifications. Our staff includes pilots, sensor operators, imagery and LiDAR analysts, remote sensing specialists, and GIS professionals. Our core business is devoted to providing geospatial data acquisition and post-processing services to our clients. Many of our staff have a background in natural resources and urban planning and have been on the forefront of using remotely sensed data for solving geospatial problems

***Successfully completed at least three projects similar in size and scope within the past three years. A successful project is defined as a project that was completed to the satisfaction of the client, on time, within budget, and with minimal change orders.***

The EA/QS Team has successfully completed over 3,000 geospatial project over the last three years including over 890 acquisition projects. These projects have been completed to the satisfaction of the client with on-time and on-budget deliveries. Change orders have only been implemented if there have been changes in the scope based on client requested for an increase in scope. We generally enter fixed fee contracts with clients and will complete the project for the fee negotiated.

***Offeror must provide a client history and references to demonstrate experience in the requested services.***

Eagle Aerial has provided 3 client references in section 5 and Quantum Spatial has provided 4 references to demonstrate our capability to successfully exceed expectations for this project

Sincerely,



Wayne Tate, President, Eagle Aerial Solutions

wtate@eagleaerial.com



Andrew Brenner, Senior Program Director,  
Quantum Spatial Inc.

abrenner@quantumspatial.com

## 2. FIRM'S DETAILED INFORMATION

### 2.1 Appendix A – Offeror's Information

#### APPENDIX A - OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

Business Legal Name: <b>Eagle Aerial Photography, Inc., dba Eagle Aerial Solutions</b>	
Business Parent or Ownership:	
Address: <b>3420 Bristol Street, 6th Floor, Costa Mesa, CA 92626</b>	
Business Telephone No. <b>714-754-7670</b>	Business Fax No.
Business Tax I.D. Number: <b>33-0592557</b>	CSLB License Number:
	DIR Registration Number:
Legal form of company: (partnership, corporation, joint venture) <b>Corporation</b>	
Length of time your business has been in business: <b>31 years</b>	Length of time at current location: <b>5 years</b>
Number of employees and Number of Current Clients <b>7 employees and 3 independent contractors    Approximately 170 clients</b>	

**Management person responsible for direct contact with the Orange County Fire Authority and service required for this Request for Proposal (RFP).**

Name: <b>Wayne Tate</b>	Title: <b>President</b>
Telephone No.: <b>714-754-7670 x707</b>	E-mail: <b>wtate@eagleaerial.com</b>

**Person responsible for the day-to-day servicing of the account:**

Name: <b>Norman Woo</b>	Title: <b>Production Manager</b>
Telephone No.: <b>714-754-7670 x704</b>	E-mail: <b>nwoo@eagleaerial.com</b>

**Please indicate if you are subject to the Party and Participant disclosure requirements. Yes No**  
**If yes, you are required to submit form/s (see Appendix F). Appendix F attached**  
**\*For additional information please see page 12 "Campaign Contribution Disclosure".**

## 2.2 Eagle Aerial Solutions

---

Eagle Aerial Solutions is a corporation formed in 1987 and located in Costa Mesa, California with 8 employees and a number of independent contractors who assist on a project as needed basis. Eagle has been producing aerial imagery in Southern California for over 30 years, with resolution and accuracy improving each year. Eagle's high resolution, highly accurate ortho-imagery has been purchased for multiple years by many county, municipal and private entities, including the County of Orange, the OC Fire Authority, The Irvine Company, OC Water, OC Sanitation, OC Parks, the Transportation Corridor Agency, Irvine Ranch Water District and many cities, including Irvine, Anaheim, Newport Beach, Mission Viejo, Lake Forest, Laguna Hills, Aliso Viejo, Dana Point, Tustin, Santa Ana, Huntington Beach, Garden Grove, Yorba Linda, Buena Park, Brea, Orange, Lake Elsinore and Corona.

Eagle is a successful business with increasing revenues through its expanding array of products and services. In addition to traditional vertical ortho-imagery, Eagle offers oblique imagery, elevation data and contours, building footprints, web-based GIS software solutions, wall murals and remote sensing analysis services. Eagle is able to deliver its 4 band imagery in any requested geographic projection or imagery compression format. Eagle has in excess of 160 customers for its various offerings.

## 2.3 Quantum Spatial Inc

---

Eagle Aerial Solutions has teamed with Quantum Spatial Incorporated (QSI). QSI is a Corporation that was created six years ago by the merger of Photo Science Founded in 1974, Aerometric founded in 2007 and Watershed Sciences founded in 1999. Our business tax id is 39-1133181 and Duns # is 050264662. However our pedigree in the aerial interpretation and collection goes back to the 1920s (See Figure 1). Quantum Spatial serves over three hundreds of clients each year, this group includes major federal agencies such as USFS, BLM, USGS, NOAA, USACE, NPS, and many States such as California, Washington, Oregon, Kentucky, North Carolina and Idaho. Our work also supports hundreds of city and county governments including Orange County, and private forestry, engineering and utility firms.

# History Timeline: Quantum Spatial, Inc.

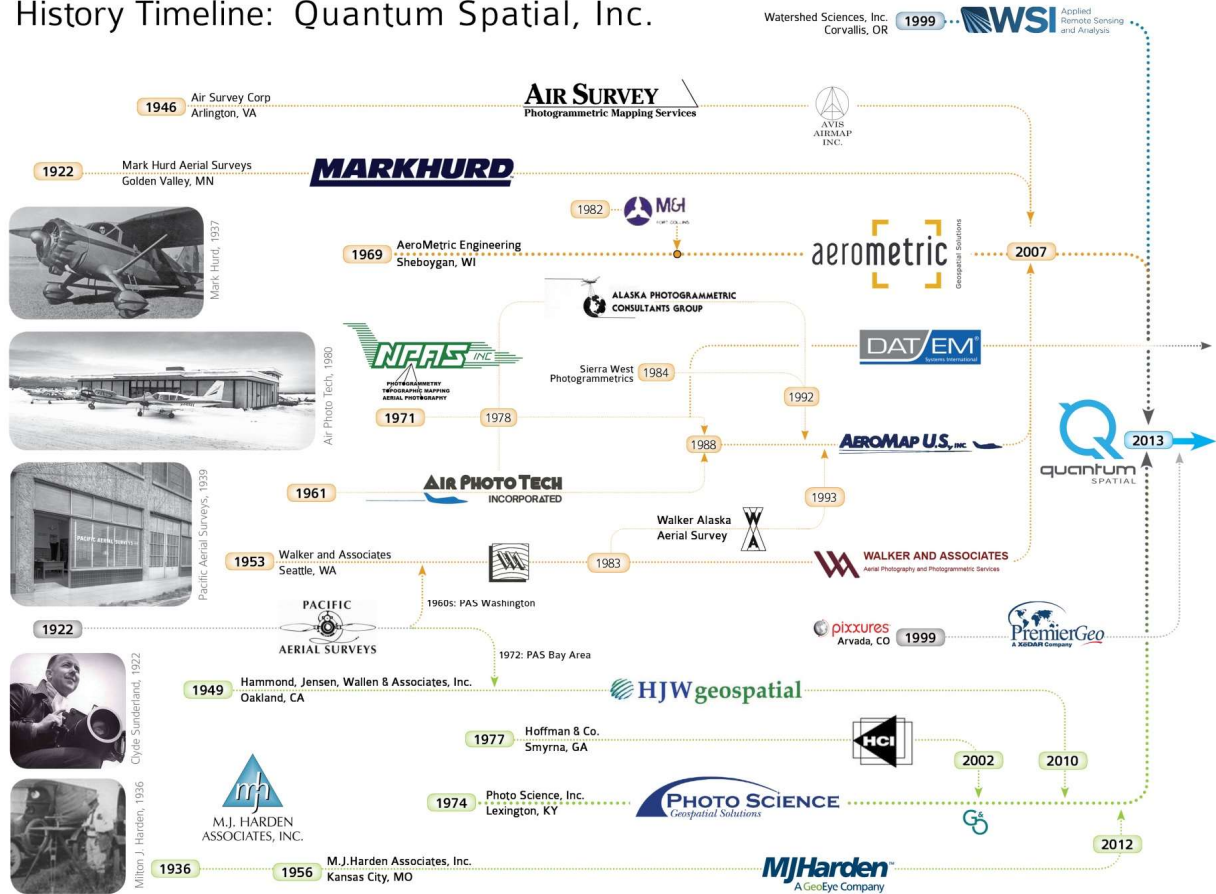


Figure 1: Pedigree of Quantum Spatial



**Quantum Spatial Inc. (QSI)** is a full-service geospatial firm specializing in spatial data generation, integration, and analysis for clients worldwide. QSI brings over eight decades of collective experience in providing quality geospatial solutions throughout North America. We have offices located across the US in Alaska, California, Colorado, Florida, Kentucky, Oregon, Virginia and Wisconsin.

Our firm is comprised of over 450 of the most experienced, well qualified, best equipped, and highly credentialed staff in the geospatial profession in North America. While this synergy has expanded our resources beyond that of our competitors, QSI is also dedicated to embracing its legacy traits of flexibility, responsiveness, partnership, collaboration, and client satisfaction, which have all been the cornerstone of our collective success. With offices strategically distributed throughout the U.S., we provide local expertise for most any location while collectively providing a broad and diverse geographic base of expertise.

The scope of our experience can be seen on our website <http://quantumspatial.com>

### 3 RELEVANT EXPERIENCE

Eagle Aerial has created engineering quality, off-the-shelf aerial imagery in Southern California for over 30 years. Eagle was the first company in California to produce digital aerial imagery in the late 1990's. It was the first to produce off-the-shelf one foot pixel resolution ortho-imagery in 2005. And it was the first to produce Orange County-wide 3 inch pixel resolution imagery beginning in 2012. We have produced Orange County-wide 3 inch pixel resolution imagery every year since then. We are able to generate 4 inch, 6 inch and one foot pixel resolution imagery off this same product. Our Orange County high resolution imagery has been determined by the County of Orange Survey Department (our client for 30 years) as the most horizontally accurate Orange County imagery they have tested, with an average horizontal accuracy county-wide of plus/minus 6 inches.

We also fly custom flights at varying levels of resolution as required by our customers. For example, for the last 7 years, we have conducted custom flights every quarter for The Irvine Company to produce progress photos for all its new development projects. We also provide semi-annual custom flights of the Legacy Project for the City of Tustin.

We distribute imagery covering the entire United States and parts of Europe. Eagle delivers its imagery by hard drive, ftp transfer or, for those who want the imagery to be hosted by us, via its "Earth on Demand" web-based imagery streaming service, for which Eagle received in 2017 the **10th Annual MAPPs Geospatial Products and Services Excellence Award** (Grand Award for Project of the Year).

Eagle also sells oblique imagery with a related software viewer, as well as various elevation data products, such as DEMs and contours, and various planimetric products, such as building footprints. We also make available specialized, web-based GIS solutions, called BusinessView, SchoolView and WaterView.

Eagle's high resolution, highly accurate Orange County ortho-imagery has been purchased for multiple years by many county, municipal and private entities, including the County of Orange, the OC Fire Authority, The Irvine Company, OC Water, OC Sanitation, OC Parks, the Transportation Corridor Agency, Irvine Ranch Water District and many cities, including Irvine, Anaheim, Newport Beach, Mission Viejo, Lake Forest, Laguna Hills, Aliso Viejo, Dana Point, Tustin, Santa Ana, Huntington Beach, Garden Grove, Yorba Linda, Buena Park, Brea, Orange, Lake Elsinore and Corona.

Quantum Spatial has acquired imagery and LiDAR and provided geospatial services for billions of acres across the US. Over the last three years we have successfully completed over 2,500 geospatial projects for a range of clients including federal, state and local governments. Our federal clients include USGS,

NOAA, USFS, USACE, BLM, BOR, NRCS, USDA, DHS and DoD. Our State client include MN, IL, CO, ME, AK, FL, MO, NC, SC, CT, OK, WI, IN, ID, WA, OR, CA, MT, PA, KY, TN, TX, UT, VT, MD, DE and NY. We have also provided services to hundreds of city and county governments. We have provided services ranging from sources data acquisition to enterprise GIS for these clients. Outside the government sector we have provided services to utility firms, private forestry organizations, and non-profits including universities and conservation organizations.

Being a full spectrum service provider we have provided LiDAR, imagery (4-band, thermal and hyperspectral), remote sensing services including NDVI and more complex remote sensing analyses, feature extraction services, risk modeling, hydrological modeling, database development, systems design, application design and full enterprise GIS implementations and maintenance. We have also provided staff augmentation for many organizations. The full range of our services can be seen on our web site <http://www.quantumspatial.com>.

## 4 PROPOSAL QUESTIONNAIRE (FROM APPENDIX C)

### 4.1 Provide your firm's background including how many years your firm has been providing Orthorectified Aerial Imagery and NDVI analysis.

Eagle Aerial Solutions is the leading provider in California of engineering quality, off-the-shelf, aerial ortho-imagery. We also distribute imagery covering the entire United States and parts of Europe. Eagle delivers its imagery by hard drive or by its "Earth on Demand" web-based imagery streaming service, for which Eagle received in 2017 the 10th Annual MAPPS Geospatial Products and Services Excellence Award (Grand Award for Project of the Year). We also create various elevation data products, such as DEMs and contours, as well as various planimetric products, such as building footprints. Eagle also makes available specialized, web-based GIS solutions, called BusinessView and SchoolView and conducts remote sensing analysis services. Eagle serves a wide array of clients, including cities, counties, water agencies, emergency responders, engineering firms, home builders, brokers/real estate professionals, specialized web-based solution providers, and non-profit entities.

Eagle has created engineering quality, off-the-shelf aerial imagery in Southern California for over 25 years. Eagle was the first company in California to produce digital aerial imagery in the late 1990's. It was the first to produce off-the-shelf one foot pixel resolution ortho-imagery in 2005. And it was the first to produce Orange County-wide 3 inch pixel resolution imagery beginning in 2012. We have produced Orange County-wide 3 inch pixel resolution imagery every year since then. We are able to generate 4 inch, 6 inch and one foot pixel resolution imagery off this same product. **Eagle is offering access to our 6" 4 band imagery that dates back to 2010 to support this project. No other entity has the ability to provide these data.** Our Orange County high resolution imagery has been determined by the County of Orange Survey Department (our client for 25 years) as the most horizontally accurate Orange County imagery they have tested, with an average horizontal accuracy county-wide of plus/minus 6 inches. The production process every year is headed up by Wayne Tate, President of Eagle and Norman Woo, Production

Manager. They will be principally responsible for overseeing the production of the imagery that will be provided in connection with this project.

Our partner **Quantum Spatial** has been acquiring imagery and LiDAR, and creating GIS datasets from those data for over 25 years. The Program Director, Dr. Andrew Brenner, has worked with every major federal mapping program creating nationwide datasets that are currently used as the basis for land cover change at the federal level (National Land Cover Database (USGS), Coastal Change Analysis Program (NOAA), GAP and LandFire). The company has also produced statewide land cover databases for Rhode Island, Connecticut and is currently with Eagle Aerial producing an urban irrigated landscape map for the California Department of Water Resources. QSI has completed hundreds of remote sensing land cover classification projects, some which characterize individual tree species and health, utilizing advanced object based image analysis techniques, individual tree segmentation approaches, and machine learning approaches using convoluted neural networks (CNN). All these projects use the analysis of band combinations such as NDVI but go way beyond just using this ratio to classify what is occurring on the ground features. Quantum Spatial has analyzed imagery to provide not just land cover but also fire behavior and fuels data which may be something that is of interest to OCFA in the future.

## **4.2 Please provide any patented or otherwise company specific technology or analysis that can assess plant health.**

---

**Eagle Aerial Solutions is the only company to have access to 4 band imagery over the project area over each of the last 9 years.** This imagery will enable this project to be highly successful in understanding the spread of disease across the County. It will also provide a level of information for OCFA that no other company can provide on the age of death of individual trees.

Quantum Spatial has developed a number of unique approaches to assessing individual tree segments and plant health. Although our approaches are proprietary and not used by other companies they have not yet been officially patented.

Quantum Spatial has developed an approach to tree segmentation that will be valuable to this project in that it will be able to create tree segments, (it should be noted that the separability of individual crowns within a tree clump segment depends on the density of the (image/LiDAR) point cloud). The delineation of a tree clump allows the use of our unique approach to determining the health of that tree clump using machine learning approaches.

The image segmentation, characterization of health within a tree clump and classification of the tree clump to a specific health class and cause of health decline are specific to Quantum Spatial.



### 4.3 Provide the name of the principal or project manager in the firm who will have direct and continued responsibility for the project.

---

#### Wayne Tate

**Title:** President

**Company:** Eagle Aerial Solutions

**Role in Project:** Project Manager

**Years of Experience:** 31

**Years with Company:** 31

**Role in Project:** Project Manager

**Email:** wtate@eagleaerial.com

**Education**

- BA/Business/California State/ Fullerton
- MA/Psychology/USM

Mr. Tate is the founder and President of Eagle Aerial. In this role, Mr. Tate develops solutions to client problems with respect to geospatial matters. Mr. Tate's years of experience in aerial mapping has enabled him to provide creative and practical solutions to clients' mapping needs. His clients range from small engineering firms to the Federal Government.



**The Overall Project responsibility will be handled by Wayne Tate.**

Below is a small selection of relevant projects that Mr. Tate has overseen:

***Southern California Full Coverage Annual Imagery Production.***

For the past 25 years, Mr. Tate has overseen the annual Southern California-wide production of broad coverage ortho-imagery and, prior to digital delivery, traditionally mosaicked film-based imagery.

***County of Orange, High Resolution County Wide Project.*** He has coordinated and worked jointly with the County of Orange to establish a private–public partnership to deliver annual 3 inch pixel resolution, engineering grade accurate, ortho-imagery covering all of Orange County for sale on an “off-the-shelf” basis. This is the only broad coverage 3 inch pixel annually produced off-the-shelf imagery currently produced in the United States.

***California Department of Water Resources.*** Mr. Tate was the overseer of a pilot project on behalf of DWR for the entire City of Lodi. The project used remote sensing to measure irrigated landscape, with the output broken into categories to the parcel level. The results were accurate enough to lead DWR to begin looking to set standards for remote sensing statewide. Mr. Tate has been asked to be part of this group to set the State standards and enable many water districts to take advantage of this very cost effective technology.

***Las Virgenes Municipal Water District.*** Mr. Tate managed a full district parcel level remote sensing project. A pilot was done for approximately 50 parcels in areas with extensive wild land interface, making it extremely challenging to determine irrigated landscape vs. natural wild land vegetation. After successfully developing unique ways to analyze the surface conditions in this difficult environment, we were able to achieve very accurate results for the district.

**Irvine Ranch Water District.** Mr. Tate oversaw a Remote Sensing Analysis pilot for IRWD to determine the effectiveness of Eagle’s data and technology when compared to known, ground-made measurements on numerous parcels for use in future neighborhoods to be developed in the service area of IRWD. Eagle will be able to provide such analysis to IRWD at a fraction of the cost of their traditional ground measurement procedures. They have now budgeted money to conduct an analysis of all parcels within the District service area.

**County of Los Angeles (LAR-IAC).** Mr. Tate worked with the County CIO department to effectively establish a data production, distribution and marketing process to assist the County of Los Angeles to gather municipal participation in broad-scale, data-intensive production processes.

### Norman Woo

**Title:** Production Manager

**Company:** Eagle Aerial Solutions

**Role in Project:** QA/QC Manager

**Years of Experience:** 15

**Years with Company:** 7

**Email:** nwoo@eagleaerial.com

**Education**

- US Army GIS and Imagery Training and Operational Service
- ESRI GIS Certificate Training
- Extensive training in all software utilized in Eagle’s production process

Mr. Woo is a long time team member of Eagle Aerial. He has 15 years of photo imaging and GIS experience and serves as the Production Manager of Eagle. He directs the day-



to-day coordination of Eagle’s production activities, including its imagery acquisition and production process, its data analysis, organization and delivery of remote sensing projects, and the development and operation of on line customer solutions. He has also been actively involved in the regular testing and implementation of new technologies to improve product quality and more efficiently accomplish Eagle’s mission.

**The responsible party for the aerial imagery production will be Norman Woo.**

Below is a small selection of relevant projects with which Mr. Woo has been involved:

**Annual County of Orange, High Resolution County Wide Project.** Mr. Woo has been head of production for the annual

County of Orange 3 inch pixel resolution, engineering grade accurate, ortho-imagery covering all of Orange County. This responsibility involves extensive coordination of complex production processes, including maintaining budgetary integrity. Mr. Woo has successfully overseen this project for a number of years.

**County of Los Angeles (LAR-IAC).** Mr. Woo worked closely with the County of Los Angeles to create a highly accurate special county-wide product for delivery to various municipal entities within the County. The product was successful and delivered on time.

**California Department of Water Resources.** Mr. Woo has overseen the QC for Eagle’s pilot project on behalf of DWR for the entire City of Lodi. The project used remote sensing to measure irrigated landscape, with the output broken into categories to the parcel level.

**East Bay Municipal Utility District.** Mr. Woo is part of the QC and data management team for Eagle’s full district land classification project currently being conducted on behalf of East Bay Municipal Utility District.

## Tim Marcella

**Title:** Project Manager

**Company:** Quantum Spatial

**Role in Project:** Project Manager

**Years of Experience:** 14

**Years with Company:** 4

**Email:**

tmarcella@quantumspatial.com

**Education:**

- MS, Wildlife Science, Oregon State University, 2014
- BS, Geographic Science, James Madison University, 2005

Since joining Quantum Spatial in 2014, Tim has managed enterprise GIS and software application development projects, LiDAR and ortho imagery acquisition and production projects, as well as irrigated vegetation detection/delineation projects for water districts in the southwest. Mr. Marcella has demonstrated success in managing large GIS and database projects in support of QSI's state and federal clients.



Tim has particular knowledge of the agile process for managing large dynamic projects which require client input and feedback. In using an agile/scrum project management technique, Tim coordinates and manages daily team activities, operations and priorities as well as designs and develops frameworks for geospatial applications.

Most recently, Tim has assumed the responsibility of managing QSI employees working at on-site locations for federal agencies such as the BLM and USFS. He leverages his background in geographic and wildlife science to successfully execute these projects working with diverse physical, biological, ecological, technical, and environmental sciences personnel that are both inside the organization and with external partners such as other Federal agencies, non-governmental organizations (NGOs), universities, and the general public.

**The responsibility for the remote sensing analysis (NDVI+) and forecasting model will be Tim Marcella.**

Below is a small selection of relevant projects with which Mr. Marcella has been involved:

***Urban Irrigated Landscape Mapping (2018 – present). Project Manager.*** Quantum Spatial was contracted by CA DWR to map the irrigated landscape area of all water districts in the State. Mr. Marcella has developed with his team an innovative technical approach that is able to capture land use using a combination of object based imagery analysis methods and statistical imputation models.

***BLM Cultural Heritage Predictive Modeling and Application Development (2017), Bureau of Land Management. Project Manager.*** Quantum Spatial was contracted by the BLM NOC to create a web app to enable BLM staff to estimate the probability of a cultural heritage site being present in an AOI based on slope and distance to water. The object of this project is to better position the BLM Cultural Heritage Program to conduct landscape level analyses for both planning and implementation. Tim acted as Project Manager and provided project setup, oversaw project tasks including data gathering activities, application design, development, and deployment of a tool which summarize landscape-level analysis using input cultural heritage data. This predictive model was then deployed within a custom web application interface for use within BLM on a national level.

***NOAA Environmental Sensitivity Index (ESI); 2015 New York/New Jersey, 2015-2016 North Carolina, 2016 West Florida. Project Manager.*** Tim represented QSI as the lead biologist and project manager on three task orders to update regional GIS databases outlining the sensitive coastal resources under contract with NOAA's Office of Response and Restoration. Tim was responsible for weekly client updates, resource allocation, production coordination (internally and with subcontractors) and QAQC of all final products.

#### **4.4 Provide relevant information demonstrating competence, knowledge and ability in the services to be provided; including supporting evidence of strength and stability of the firm; staffing capability; and current workload.**

---

The EA/QS team understands, has the knowledge and ability to successfully complete the work requested. Our companies have been around for over 25 years and have the flexibility to adjust workload to accommodate this project. Our team has 5 analysts and 10 technicians who have the capabilities to work on this project. Although this team does have current work, there are sufficient staff to capture the imagery and process the data within the time scale that is required by OCFA. In this section we will demonstrate our approach to identifying the diseased trees and producing a forecast model.

##### **Step 1: Kick off Meeting**

The project will start with a face to face project meeting of the EA/QS Team and the OCFA Team in Orange County. This will review the project objectives, deliverables and provide an opportunity for all team members to meet. At this meeting we will review the existing data and discuss the acquisition and field work required for the project. We anticipate this to be a full day meeting held at OCFA. At this stage the draft work plan will be reviewed and modified if necessary at the meeting.

##### **Deliverables:**

- 1 Kick off meeting
  - 1.1 Word Format: Workplan
  - 1.2 Word Format: Notes from meeting

##### **Step 2: Build project database**

The EA/QS Team is able to provide 4 band 6" imagery of the project area for each year from 2010 to 2018. These nine years of data provide two elements

- i) They allow the mapping of the development of disease spread with time over a 9 year time period which with ground information allow the characterization of different types of stress
- ii) They allow through time series analysis the mapping of disease spread patterns that can be used to both build and calibrate the forecast models. This allows the team to enter the 2019 field and flying season with an advanced understanding of the areas of concern and time of death of many of the trees in the project area.

We have selected the 6" resolution as being preferred to the 20" because it will allow the identification of the pattern of health within a tree canopy which can help identify the cause of the plant health decrease, also permitting the early identification of disease that will not be possible with the coarser imagery. This has operational value in that the best management of disease spread is early identification and containment. In Figure 2 below we show the difference in what is identifiable at 20", 12" and 6" imagery. At the 6" level dead trees can be separated from the background soil, whereas at 20" this is very difficult.



*Figure 2a: A 20" pixel size true color image over an area of dead trees in Orange County*



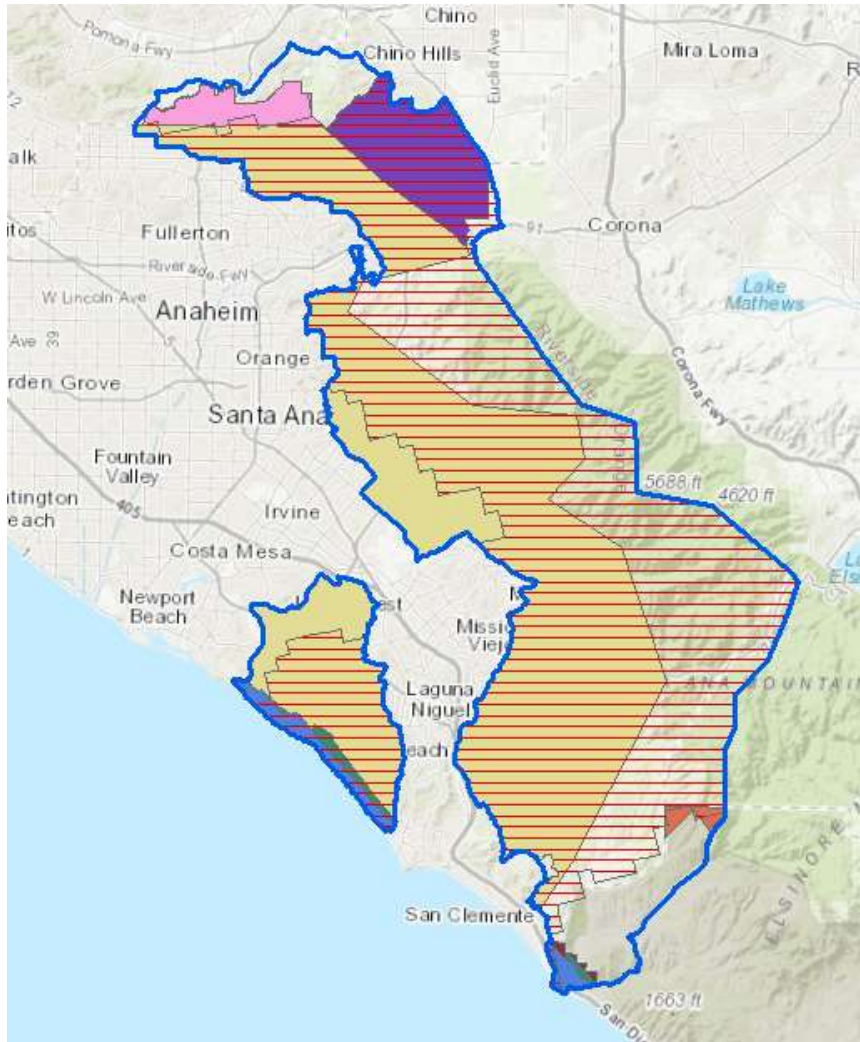
*Figure 2b: A 12" pixel size true color image over an area of dead trees in Orange County*



*Figure 2c: A 6" pixel size true color image over an area of dead trees in Orange County*

In addition to the imagery time series, the team will utilize existing LiDAR to support the extraction of tree canopy information. Although the ideal dataset would be a new acquisition over the whole project area of an 8 points per square meter (ppsm) LiDAR dataset, there are older and lower density datasets that can be used for parts of the landscape.

Figure 3 shows the availability of LiDAR over the project area.



*Figure 3: The blue boundary shows the project area. Solid shaded areas show older LiDAR collections that are 2 ppsm or lower quality. The red lined area shows the 2018 2 ppsm LiDAR dataset that was collected by USGS that will be available to the project at some juncture in 2019.*

LiDAR can be used to differentiate canopy from non-canopy which is essential for the NDVI analysis to be successful. It should be noted that NDVI provides an index of photosynthetic activity and non-tree vegetation will also provide a high NDVI value. The creation of imagery point- clouds although not as accurate as LiDAR- can also be used to create 3D models of the landscape and can be used to delineate canopy edge but has less value for individual tree segmentation.

In preparation for the analysis EA/QS team will work with OFCA to review what field data are already available and can be used to support the classification work. In preparation for the May 2019 acquisition each imagery date will be processed for Normalized Difference Vegetative Index (NDVI) and the imagery stack will be reviewed for trends.



## **Deliverables:**

- 1 Historical imagery and NDVI
  - 1.1 Tiff format: 4 band Images from 2010 – 2018 at 6” resolution
  - 1.2 Tiff format: NDVI imagers from 2010 – 2018 at 6” resolution
- 2 Historical LiDAR
  - 2.1 Tiff format: Pre 2018 DEM and DSM
  - 2.2 Tiff format: 2018 when available DEM and DSM
- 3 Existing training data database
  - 3.1 Esri file geodatabase: OCFA data

### **Step 3: Acquire and Analyze 2019 May Imagery**

**In May 2019, the whole area will be captured at a 6” resolution. Although the RFP proposes a 20” resolution this will only provide a coarse picture of the processes that are occurring at a tree level. A 20” pixel means that to detect any clear decrease in NDVI (assuming a minimum 3 x 3 pixel area can be detected) the canopy area effected would need to be 5 feet by 5 feet, this would allow the detection of dead trees but would be more limited for the senescence of branches that are the first step in the death of trees from the ISMB and the GSOB. Using the 6” pixel imagery means that death of an area of 1.5 feet by 1.5 feet (branches) can be detected through the NDVI analysis.**

The second value of the imagery will be to produce an imagery point cloud using an approach called Phodar or Structure from Motion. This approach will help delineate canopy from the imagery and although not as good as LiDAR, that would allow the individual tree delineation, it does allow the separation of canopy from non-canopy vegetation.

The imagery would be flown at optimal sun angle, and atmospheric and ground conditions for clear image capture. Although the data would be delivered in 8 bit, it is generally collected in 12 bit from the sensor. The 12 bit imagery provides better information for classification and would be retained in the remote sensing aspect of the project.

The imagery will be orthorectified and delivered to OCFA as both uncompressed Tiffs tiled over the project area and as a compressed MrSid mosaic that can be used for display within an Esri or through a web serving environment.

## **Deliverables:**

- 4 Orthorectified Imagery
  - 4.1 Tiff Format: Tiled and projected as agreed with OCFA
  - 4.2 MrSid Format: Compressed project mosaic
- 5 Imagery point clouds

- 5.1 Esri Grid Format: Digital Surface Model (DSM)
- 5.2 Esri Grid Format: Normalized Digital Surface Model (using the existing LiDAR for the ground measurements) (nDSM)

### Step 4: Classify Canopy Health

Using the 2018 2 ppsm LiDAR and the May 2019 nDSM, we will utilize Quantum Spatial’s proprietary segmentation routine to segment out groupings of trees. Although this will not separate out individual trees because the point density is not sufficient, it will provide a basis for assessing the number of, and distribution of, pixels that are considered healthy, stressed, very stressed or dead. This assessment will provide a basis for assessing the threshold for stressed vs. healthy clumps of trees.

Figure 4 shows the output from Quantum Spatial’s proprietary segmentation routine.

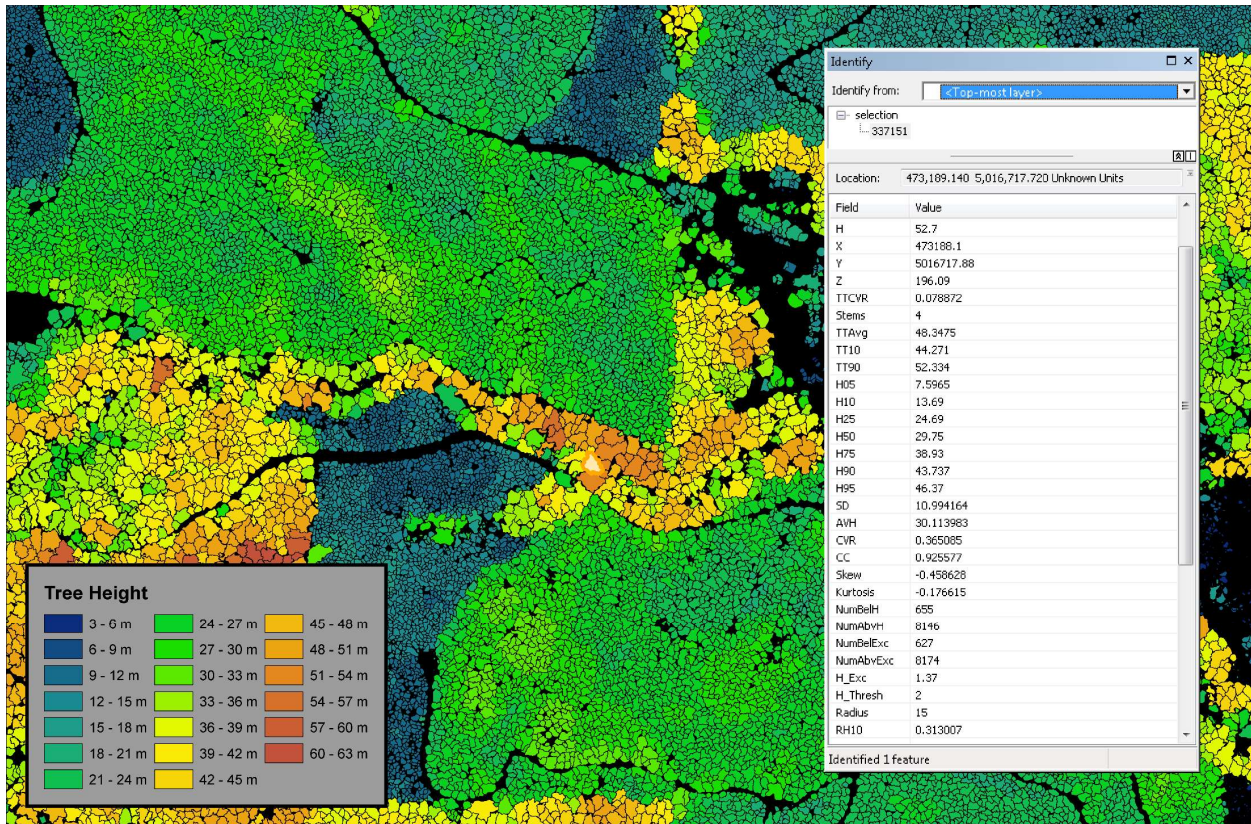


Figure 4: Individual tree segmentation and metrics derived for a point cloud for a forest in Northern California.

The spatial distribution of NDVI values across the project area will be assessed to understand any systematic variation on NDVI based on flight lines or atmospheric conditions at time of imagery capture that would bias the analysis.

Looking at the frequency distribution NDVI of canopy pixels for each date, an initial stratification of the project area will be undertaken. Figure 5 shows the distribution of a combined stress index for a tree health project in Louisville KY.

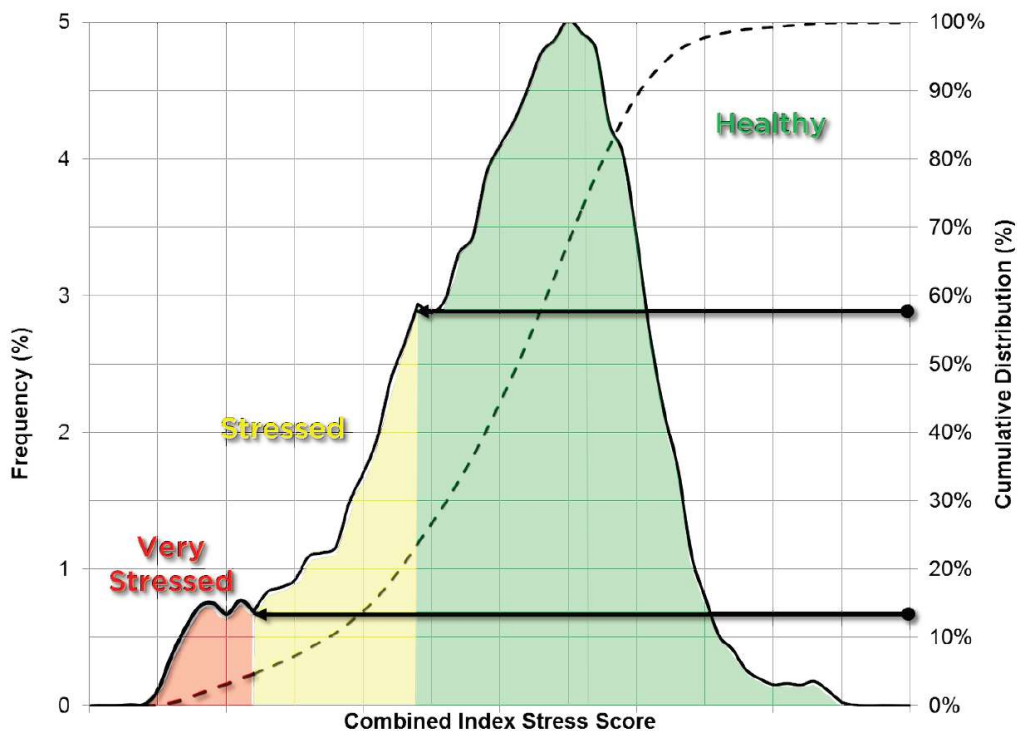


Figure 5: Distribution of tree health pixels over a project area in Louisville, Kentucky.

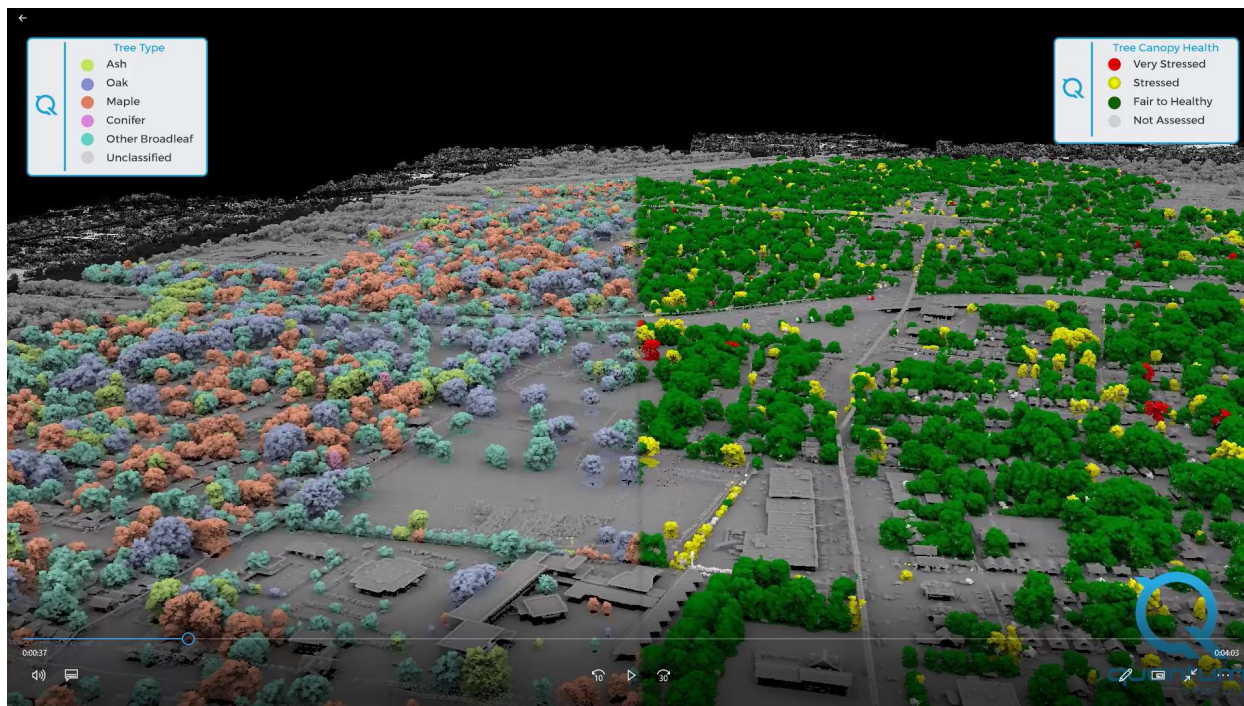
Using these data in combination with the NDVI values of historic year back to 2010, it will be possible to build a picture of the development of the spread of disease across the project area. NDVI does not indicate diseased trees just unhealthy trees and so the project will aim to use the historic pattern of development to separate out unhealthy trees that may have resulted from air pollution, water stress or poor growth conditions, from those that are infected with disease caused by the borers. The historic analysis will also provide an excellent approach to prioritize tree removal, since trees that have been dead for longer are a larger fire hazard than those that have recently died.

The provision of these hyper-temporal signatures will direct the field crews to specific areas so that the cause of the stress can be identified, allowing a cost-effective field program (i.e. maximum information for the minimum of field work).

Fieldwork is essential for any remote sensing project and Quantum Spatial is highly experienced in conducting this type of work using GPS enabled mobile field data collectors. All field data collection will be coordinated with OCFA. Additionally, all field data will assess health of tree, species and cause of stress if it can be identified. Field work will be coordinated with the May flight. We have currently priced two weeks of fieldwork for our two person team. If this fieldwork is carried out by OCFA staff this cost can be taken off the proposed price.

Once the field data is collected. Classification will occur at both a pixel and object level. Although species level classification is generally not possible with single date 4 band classification the hyper-temporal nature of the dataset may allow the differentiation of different tree types (broadleaf and conifer is probable, but possibly other groups of species are possible). This will support the identification of potential host species for the pest supporting the forecasting model. Also area of healthy and unhealthy canopies will be identified. The accuracy of dataset will be verified with the 2019 field data collection.

Figure 6 shows a video screenshot, of a fly through of the Louisville project (full video can be provided on request), left half of screen shows species identification and right half of the screen the canopy health. For this project species identification is not a specified deliverable.



*Figure 6: Example of species and canopy health from Louisville, Kentucky*

We will utilize machine learning approaches to classify objects (tree clumps) with respect to their health, and utilize the temporal pattern recognition to identify the possible cause of their health decline.

## **Deliverables**

- 6 Historic and current health assessment
  - 6.1 Esri Grid Format: Healthy and unhealthy canopy 2010 - 2019
  - 6.2 Esri geodatabase: Tree clump health assessment 2010 – 2019
  - 6.3 Esri geodatabase: Year of death of dead trees

### **Step 5: Develop and test forecast model**

Once the May 2019 data has been completed, then a time series will be built dating back to 2010 that will map the spread of disease. It is understood that stress caused by drought does interact with insect infestation so the patterns of abiotic tree stress and insect infection are not expected to be independent. However, understanding this interaction may help the forecast model.

Based on discussions with OCFA we understand that the forecast model is to be an empirical (data driven) rather than process (insect behavior) model. Therefore we will employ a cellular – automata (CA) multi-criteria evaluation grid model that will work within a raster (grid) environment. CA systems are often used to model insect and disease spread because they can capture both the spatial and temporal changes that relate to insect distribution. Each grid cell has a health status at the beginning of a time period which changes based on the multiple criteria of its status and the status of proximate cells. The grid cell size for the model will be discussed with OCFA but may range between 1.5 ft to 30 ft.

Each grid cell will be populated with the factors that may make it susceptible to infection. This will include vegetation information such as canopy structure, any species information that can be extracted from the analysis, and the current health of that cell based on NDVI analysis of each time series. The cell will also have abiotic information such as slope, elevation, aspect, soil type, predominant wind direction, etc. It will also have contextual information such as adjacency to water, transportation networks, urban development, etc.

Through analysis of the imagery at each timestep (historical archive 2010 – 2019), the factors influencing the observed infestation dynamics will be extracted and a statistical model describing the relationship of these factors to the observed infestation will be developed to fit the historic trend. The model will be assessed for any systematic bias based on observed trends and reviewed with OCFA to see if the cause of the bias can be identified based on local knowledge.

Once the model is seen to be performing at an acceptable level, it can then be applied to the landscape to forecast infestation dynamics projecting the historic trajectory. The model will then be iteratively run under landscape conditions describing expected bounds of climate/weather and urban development. Probabilistic future infestation locations will be predicted and can be verified with field observations.

## **Deliverables**

## 7 Forecast model

- 7.1 Word document: model description and parametrization, predicted vs. actual tree disease spread
- 7.2 Esri geodatabase: Predicted canopy health for 2019

### **Step 6: Present results determine update requirements**

Once the classification and modeling are complete, the results will be presented to OCFA and their sponsors to determine the future course of the project. We expect that a second flight and analysis would be required in October to provide verification of the model results and continued monitoring of the diseased trees.

At this point we expect to be able to transfer the databases created by the project to OCFA. After the results have been reviewed by OCFA and their stakeholders we anticipate that future aerial acquisitions and analyses will be undertaken.

### **Future data collections (October 2019 – October 2021)**

It is expected that Steps 3 – 6 will be required for each iteration of the program. In our proposal we anticipate the collection of imagery at 1 foot for the fall collection and 6” for the spring collection. This will conserve funding and provide similar results because the fall work will be primarily used to determine whether the predicted health impacts area realized. The effort required for future iteration of the project are significantly smaller than the initial work and this is reflected in the pricing sheet.

## **4.5 Provide information on any innovative or unique methods used that distinguish your firm from other firms.**

---

Eagle Aerial uses a “build it once, sell it multiple times” off-the-shelf process that allows for a considerable savings versus the cost of work for hire, one-time custom imagery production. Also, Eagle is the only company that has a library of 4 band high resolution aerial imagery going back every year to 2010, which permits a historical analysis and modeling of vegetative conditions. This will be used in this project to create a more accurate assessment of conditions and trends, as more fully described elsewhere in this response.

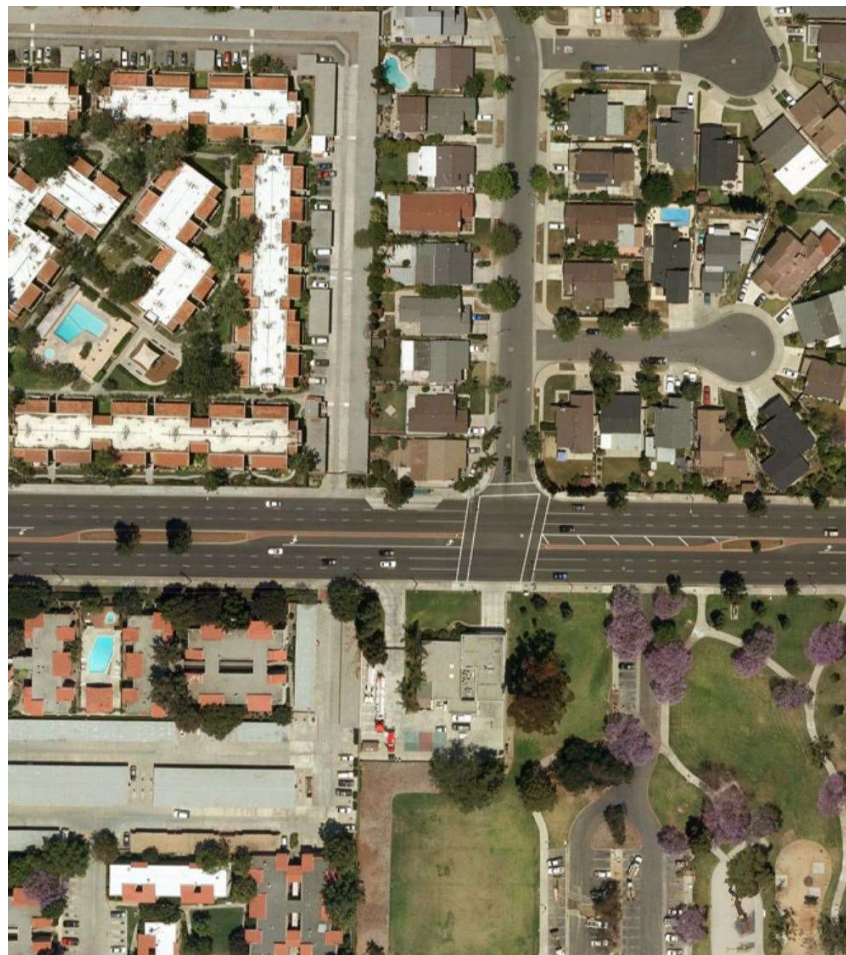
Quantum Spatial uses its proprietary routines to segment out canopy and have developed unique machine learning methods to classify the image objects for both canopy type and health.

Together we can provide a depth of information on the insect infection that cannot be matched by any other team.

**4.6 Provide sample of previous imaging work completed. Include sample 3-Band Images and Natural Coloring images for each project reflecting the levels of quality OCFA can expect for this project.**

---

Eagle is able to deliver its imagery via hard drive, ftp web delivery or its proprietary “Earth on Demand” web-based imagery hosting and streaming service, for which Eagle received in 2017 the 10th Annual MAPPs Geospatial Products and Services Excellence Award (Grand Award for Project of the Year).



*Figure 7: Eagle Aerial high resolution Orange County imagery.*

## 4.7 Provide sample of previous analysis work completed. Include any relevant projects for plant health analysis, forecasting models for pest control, and other work for consideration.

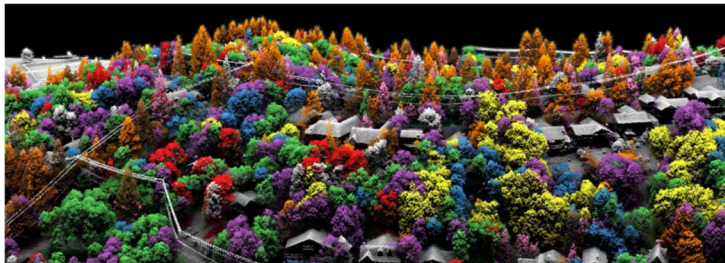
Quantum Spatial has produced complex remote sensing project analysis for hundreds of federal, state, and local governments. The references below are specific for health analyses, the three clients are PG&E, Duke Energy and the Davey Resource Group for the Nature Conservancy. Project Summaries are provided below.

Project Specifications
<b>PROJECT SIZE:</b> 2,811 linear miles
<b>DATES OF SERVICE:</b> 2018
<b>CLIENT:</b> Duke Energy
<b>CLIENT POC:</b> Jack Gardener 980-373-3263, email jack.gardner@duke-energy.com
<b>DELIVERABLES:</b> <ul style="list-style-type: none"> <li>• LiDAR point Cloud</li> <li>• Hyperspectral Imagery</li> <li>• Health and Species</li> <li>• Threat reporting</li> </ul>
<i>This image shows the classification of tree canopies using imagery and LiDAR.</i>

### DUKE ENERGY

#### TREE HEALTH AND THREAT ANALYSIS

Quantum Spatial has compiled prioritized threats for Duke Energy in support of the organization’s key objective to maintain reliable service, minimize outages, and improve safety. In addition, to specifically mitigate threats from the Emerald Ash Borer’s (EAB) infestation of the Midwest region, QSI conducted a multifaceted analysis to predict and model tree species and health with custom priority risk levels for immediate action. To identify the risk of vegetative threat to Duke’s transmission systems, QSI used targeted remote sensing technologies to aid Duke in this effort.





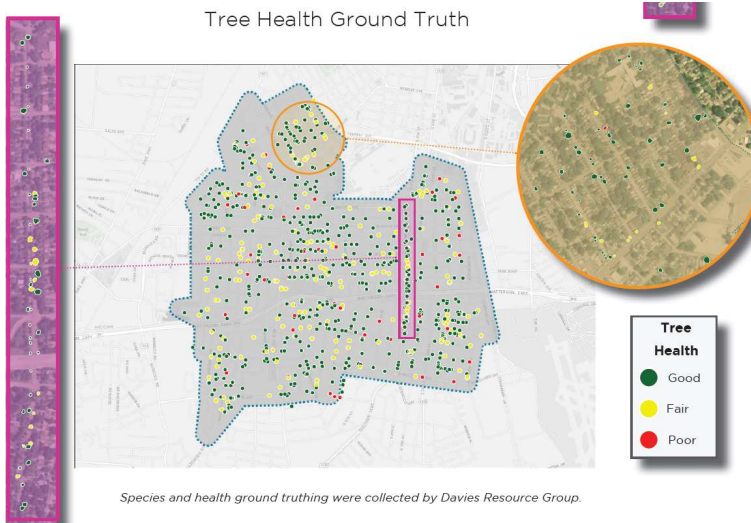
Project Specifications
<b>PROJECT SIZE:</b> 2,500 acres
<b>DATES OF SERVICE:</b> 2016
<b>CLIENT:</b> Davey Resource Group
<b>CLIENT POC:</b> Deborah Sheeler; 330.673.5685 ext. 8045, email deborah.sheeler@davey.com
<b>DELIVERABLES:</b> <ul style="list-style-type: none"> <li>• Hyperspectral data Cube</li> <li>• Vegetation Health Assessment</li> <li>• Vegetation Species Identification</li> <li>• Point cloud video</li> </ul>
<i>Graphic depicting tree health ground truthing accuracies.</i>

## THE NATURE CONSERVANCY; CANOPY HEALTH PROJECT - LOUISVILLE, KENTUCKY

### *LiDAR, Imagery and Health Analysis*

Quantum Spatial, Inc. (QSI) partnered with Davey Resource Group (DRG) to classify individual tree types and health for 2,500 acres of the Louisville, Kentucky metro area. Ash trees were of particular interest due to increased stress associated recent infestations. In order to perform these analytics QSI

collected and processed 2' airborne visible near-infrared (VNIR) hyperspectral imagery and LiDAR. LiDAR data are the basis for tree crown segmentation and hyperspectral data were used to differentiate individual trees crowns. DRG collected over 900 tree ground truth points within the survey area. The ground truth points were used to train and validate the tree type and health classifications. QSI classified the following tree types at the individual crown level: Ash, Oak, Maple, Other Broadleaf, and Conifer. Overall accuracy for the initial tree type classification was 83%. The spectrally-based canopy health assessment, which considers light absorption by different photosynthetic pigments as well as canopy water content, showed good agreement with the ground survey.



Project Specifications
<b>PROJECT SIZE:</b> 30,000+ line miles
<b>DATES OF SERVICE:</b> 2012- Present
<b>CLIENT:</b> Pacific Gas and Electric
<b>CLIENT POC:</b> Robert (Bob) Bell ; 559-970-1967 (phone contact only)
<b>DELIVERABLES:</b>
<ul style="list-style-type: none"> <li>ESRI Geodatabase of vegetation polygons, attributed with vegetation health values.</li> </ul>
<i>RGB color orthophoto (left) and CIR imager (right) show dead trees within a healthy stand. CIR imagery is falsely colored to display dense, growing vegetation as red.</i>

## PACIFIC, GAS AND ELECTRIC - NORTHERN CALIFORNIA

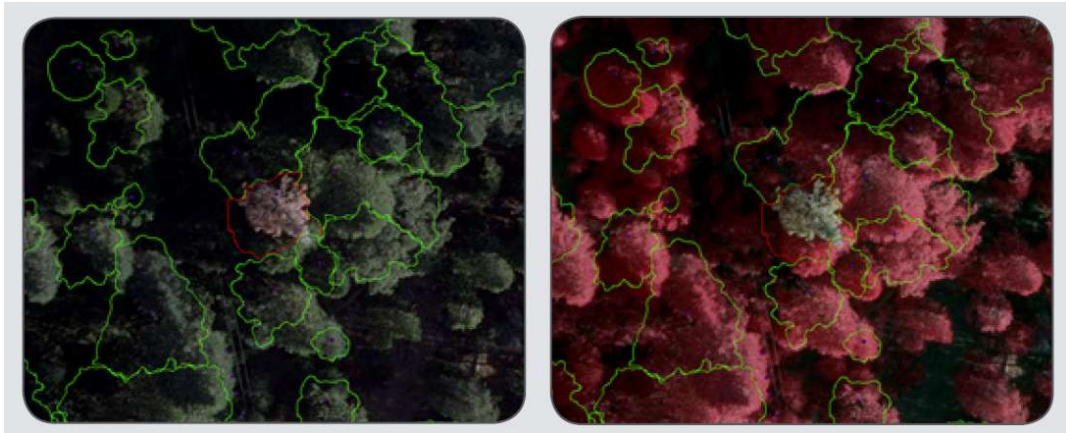
### *Tree Health Analysis*

Quantum Spatial (QSI) collected, processed, and performed tree health analysis utilizing multispectral imagery and LiDAR to support Pacific Gas & Electric Company (PG&E)'s Transmission and Distribution Vegetation Management programs. QSI has been working with PG&E for over 8 years on tree health analysis. Over 20,000+ line miles of Transmission and 12,000 line miles of distribution have been completed.

Using multiple sources of remote sensing data, the repeat surveys aim to identify trees distressed by the continuing drought in California that could pose a potential fire risk due to their proximity to transmission and distribution lines.

QSI classified and analyzed vegetation to identify dead or diseased vegetation that has the potential to strike conductors should failure at the trunk occur. Features calculated from LiDAR and orthoimagery are used to determine vegetation that

indicates low chlorophyll reflectivity. The analysis assessed tree health, in which a dead or diseased tree is a higher risk to fall in to the conductor.



## 4.8 Provide a current client list that includes the entity name, primary contact, telephone, e-mail, and website address.

---

Eagle has approximately 150 customers obtaining a variety of products. Eagle's 3 inch pixel resolution ortho-imagery has been provided for multiple years to many county, municipal and private entities, including the County of Orange, the OC Fire Authority, The Irvine Company, OC Water, OC Sanitation, OC Parks, the Transportation Corridor Agency, Irvine Ranch Water District and many cities, including Irvine, Anaheim, Newport Beach, Mission Viejo, Lake Forest, Laguna Hills, Aliso Viejo, Dana Point, Tustin, Santa Ana, Huntington Beach, Garden Grove, Yorba Linda, Buena Park, Brea, Orange, Lake Elsinore and Corona. A representative sample of our customers is listed below. Please let us know if you would like a more extensive list.

- 1) County of Orange Survey Department, Art Andrew-Head of Special Projects, 714-967-0823, [art.andrew@rdmd.ocgov.com](mailto:art.andrew@rdmd.ocgov.com), <http://www.ocpublicworks.com/survey> ;
- 2) The City of Anaheim, Chris Carter-GIS Manager, 714-765-5224, [ccarter@anaheim.net](mailto:ccarter@anaheim.net), <http://www.anaheim.net/229/Public-Works>;
- 3) Transportation Corridor Agency, Paul Bopp-Project Manager, 714-754-3427, [pbopp@thetollroads.com](mailto:pbopp@thetollroads.com), <https://thetollroads.com>;
- 4) OC Parks, Albert Lucero-GIS Manager, 949-585-6442, [albert.lucero@ocparks.com](mailto:albert.lucero@ocparks.com), [www.ocparks.com](http://www.ocparks.com);
- 5) City of Irvine, Mike Sheeran-GIS Manager, 949-724-6306, [msheeran@cityofirvine.org](mailto:msheeran@cityofirvine.org) , [www.cityofirvine.org](http://www.cityofirvine.org).
- 6) Digital Map Products, Inc., Jim Skurzynski-President, 949-333-5140, [jskurzynski@digimap.com](mailto:jskurzynski@digimap.com), [www.digimap.com](http://www.digimap.com).
- 7) County of Los Angeles CIO Office, Christine Lam-GIS Manager, 562-940-3844, [clam2@isd.lacounty.gov](mailto:clam2@isd.lacounty.gov), [www.lacounty.gov](http://www.lacounty.gov).
- 8) Calif. Dept. of Water Services, Peter Brostrom-Water Conservation Director, 916-651-7034, [peter.brostrom@water.ca.gov](mailto:peter.brostrom@water.ca.gov), [www.water.ca.gov](http://www.water.ca.gov).
- 9) East Bay Municipal Utility District, Richard Harris-Water Conservation Manager, 510-287-1675, [rharris@ebmud.com](mailto:rharris@ebmud.com), [www.ebmud.com](http://www.ebmud.com).
- 10) Duke Energy, Jack Gardener, Project Manager, 980-373-3263, email [jack.gardner@duke-energy.com](mailto:jack.gardner@duke-energy.com), <https://www.duke-energy.com/>
- 11) Davey Resource Group, GIS Manager, Deborah Sheeler; 330.673.5685 ext. 8045, email [deborah.sheeler@davey.com](mailto:deborah.sheeler@davey.com), <http://www.davey.com/davey-resource-group>
- 12) Pacific Gas and Electric, Manager; Transmission Vegetation Management Program, Robert (Bob) Bell 559-970-1967 (phone contact only), <https://www.pge.com/>

## 4.9 Based on the Scope of Work, what is the estimated duration of time for completion?

Based on a start date of the 1<sup>st</sup> April, the first cycle of the work will be completed by the end of October. Figure 8 shows the approximate timetable for the work to occur by task. Once the contract is awarded a more detailed schedule will be developed and specific tasks duration will be reviewed with OCFA to ensure they meet the required schedule.

Task Name	2019						
	April	May	June	July	August	September	October
<b>Project management</b>							
Step 1: Kick Off meeting							
Step 2: Build Project Database							
Step 3: Acquire and Analyze 2019 May imagery							
Step 4: Classify Canopy Health							
Step 4a: Collect training data							
Step 5: Develop Forecast model							
Step 6: Present results and determine update cycle							

Figure 8: Proposed schedule for the first iteration of the project.

Further iterations of the project will take around 4 months for completion after imagery collection.

## 4.10 What deliverable documentation would you provide for the tasks that you perform?

Details on deliverables for each task are provided in Section 4.4. The team will provide an in depth report on the analysis that will contain methods and results discussion, and provide sufficient data to repeat the analysis if required. The model will be described in detail with all the parameterization. FGDC metadata is provided with all datasets. All imagery data will be provided with an acquisition report that contains the standard information about the flight dates, times and trajectories.

## 4.11 Overall Project Management and Reporting

EA/QSI uses the work plan as a project management tool for the duration of the task order. The plan contains all the required components of the project including who is responsible for which tasks, the risks associated with each task, and how quality will be maintained throughout the project. EA/QSI will develop a work/QC plan within thirty calendar days of the notice to proceed date to guide and monitor the product development and delivery. QSI will collaborate with OCFA to ensure that the key tasks, quality control

mechanisms, and communication protocols are thoroughly understood and meet the Center's expectations. The work/QC plan will include the following, much of which is contained in the proposal:

- Methods for maintaining the quality of data and products delivered for this project
- Methods for assessment of input datasets
- Methods for ensuring consistency between different analysts
- Schedule for each step of the process
- Detailed description of tasks
- Risk assessment of tasks and steps to reduce this risk
- Project management methodology and reporting, including communication protocols.
- Responsible individuals for each component of the project

Once the work/QC plan has been developed, the plan will be reviewed by OCFA and comments will be returned to QSI within fourteen calendar days of receipt from QSI. Generally QSI develops the work/QC plan prior to the kick off meeting so that the work/QC plan can be reviewed during the kickoff meeting and any outstanding items can be resolved.

After the kick off meeting the work/QC plan will be updated based on discussions at the meeting and any comments received from OCFA and delivered as required. Although not expected, any revisions that are required after the final work/QC plan has been submitted will be included in the working document. The work/QC plan will be revisited over the course of the project to ensure that all requirements of the project are tracked. Discussions on project tracking are included in contractor communication section.

The following meetings are anticipated. They will be planned and coordinated by OCFA and EA/QS staff will support. The locations will be in Orange County.

1. Kick Off Meeting: April 2019
2. Year 1: Acquisition and Field Season Planning: May 2019
3. Year 1: Results Presentation and Fall flight planning: September/October 2019
4. Meetings for subsequent years will be planned based on funding commitments

Progress reports will be provided to OCFA monthly in conjunction with regular conference calls that will be scheduled at the kick off meeting.

## 5 LIST OF REFERENCES

Describe the process and experience of five (5) other projects performed entirely by the vendor. Please complete Appendix B – (page 27) include the agency contact, email address and telephone number, with an explanation as to the level of effort. These agencies may be contacted as references

RFP RO2336-- NDVI Aerial Imaging and Analysis Services

### APPENDIX B - REFERENCES

Describe fully at least three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	Orange County Survey Department
Contact Individual & Title	Art Andrew--Head of Special Projects
E-mail/Telephone number	art.andrew@rdmd.ocgov.com 714-967-0823
Date of Project & Description of services provided including contract amount	2016, 2017 and 2018 Annual 3 inch ortho of entire OC \$97,000 annually
Customer Agency Name	Transportation Corridor Agency
Contact Individual & Title	Paul Bopp--Project Manager
E-mail/Telephone number	pbopp@thetollroads.com 714-754-3427
Date of Project & Description of services provided including contract amount	2017 and 2017 Misc. planimetric projects \$170,500
Customer Agency Name	California Department of Water Resources
Contact Individual & Title	Peter Brostrom-Water Conservation Director
E-mail/Telephone number	peter.brostrom@water.ca.gov 916-651-7034
Date of Project & Description of services provided including contract amount	2019-2020 California statewide irrigated vegetation analysis \$5,000,000
Customer Agency Name	Duke Energy
Contact Individual & Title	Jack Gardener-Project Manager
E-mail/Telephone number	jack.gardner@duke-energy.com 980-373-3263
Date of Project & Description of services provided including contract amount	Tree health and threat analysis focused on Emerald Asher Borer infestation
Customer Agency Name	Pacific Gas and Electric
Contact Individual & Title	Robert Bell--transmission vegetation mgmt program
E-mail/Telephone number	559-970-1967 (phone only)
Date of Project & Description of services provided including contract amount	2012 to Present Tree health analysis over 20,000 line miles of transmission and 12,000 line miles of distribution

### APPENDIX B - REFERENCES

Describe fully at least three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	Davey Resource Group
Contact Individual & Title	Deborah Sheeler-GIS Manager
E-mail/Telephone number	deborah.sheeler@davey.com 330-673-5685
Date of Project & Description of services provided including contract amount	Classification and tree health analysis due to infestation over 2,500 acres of Nature Conservancy land

## 6 PROPOSED INDIVIDUAL'S RESUME FOR SERVICES

### Project Team

**Wayne Tate** is the founder and President of Eagle Aerial. Mr. Tate received his B.A. Degree in Business from Cal State Fullerton. In his role as President of Eagle, Mr. Tate brings together the skills of the company to produce solutions to client problems in the realm of geospatial analysis. Mr. Tate's 31 years of experience in aerial mapping has enabled him to provide creative and practical solutions to clients' mapping needs for a variety of clients, from small engineering firms to the Federal Government. He has experience managing aerial imagery production programs that involve the acquisition and processing of multispectral data on an annual basis over thousands of square miles. Wayne's resume can be found in Section 4.3.

**Norman Woo** is a valued team member of Eagle Aerial. He has 12 years of photo imaging experience following his GIS training and service in the military. He has served as the Production Manager of Eagle for the past 5 years. He directs the day-to-day coordination of Eagle's production activities, including its imagery acquisition and production process, its data analysis, organization and delivery of remote sensing projects, and the development and operation of on-line customer solutions. He has also been actively involved in the regular testing and implementation of new technologies to improve product quality and more efficiently accomplish Eagle's mission. Norman has experience overseeing many projects, including our annual high resolution, countywide Orange County ortho-imagery. Norman's resume can be found in Section 4.3.

**Andrew Brenner – Senior Program Director:** Andrew has been involved in the remote sensing mapping since 1993. He has developed the work flow that is currently proposed for this project with the Corvallis Office of Quantum Spatial. He has worked closely with NOAA on the development of the high resolution land cover product and his teams have produced the majority of the high resolution land cover datasets that are now downloadable on the Digital Coast. He will work closely with Tim Marcella, Mischa Hey and Aron Boettcher to ensure the smooth execution of this project. Andrew has a Ph.D. in Environmental

Physics for the University of Edinburgh and ran the Remote Sensing and GIS Research Facility at the University of Michigan. Andrew's resume can be found in below.

**Tim Marcella, Project Manager:** Tim has been managing all of QSI's water analytic and irrigated vegetation projects since 2016. Tim has also managed numerous QSI projects under the NOAA Coastal Geospatial Services Contract (CGSC), specifically the Environmental Sensitivity Index projects QSI has supported. Tim holds a BS in Geographic Science (James Madison University) and a MS in Wildlife Science (Oregon State University). Tim has worked closely with Andrew Brenner, Mischa Hey, Aron Boettcher and the project leads at CADWR to develop and implement protocols and procedures for Phase 1 of this project. Tim's resume can be found in Section 4.3.

**Mischa Hey, Technical Lead:**

Mr. Hey serves as QSI's Senior Technical Domain Expert and has over 15 years' of direct experience developing applied GIS solutions. With a broad understanding of remote sensing technologies and exceptional technical abilities, Mischa leads the field in the development and deployment of biophysical modeling analytics derived from remote sensing data. Mischa uses his understanding of remote sensing technology and rich background in natural resources management to create specialty value-added data products in unique habitats where careful consideration and a keen eye are necessary for successful delineation of land cover characterizations of interest. His current focus includes forest timber inventory, hydrology network and wetland mapping, and terrestrial and benthic habitat modeling. Mischa is known for his ability to create custom, novel tools using Python scripting and Arc Toolbox which has greatly improved in-house data processing efficiencies. More recently, Mischa has developed deployable spatial analytics tools for several federal agencies. His conceptual understanding of natural processes and practical knowledge of spatial modeling result in efficient, intuitive, and stable deliverables. Mischa's resume can be found below.



### Project Assignment

Senior Consultant

### Education

- PhD/Forestry/University of Edinburgh, UK/1991
- BS/Soil Science and Agriculture/University of Reading, UK/1986

### Professional Affiliations

American Society for Photogrammetry and Remote Sensing

**Years of Experience: 23**

**Years with QSI: 6**

## ANDREW BRENNER, PHD

### SENIOR CONSULTANT



Dr. Brenner is a Senior Program Director for Quantum Spatial. In this role, Andrew brings together the talent QSI to produce solutions to client problems in the realm of geospatial analysis. Andrew's 23 years of experience in GIS and mapping have enabled him to provide geospatial tools that can be adapted to a wide variety of issues. His teams have mapped land cover for over a billion acres of land throughout the United States. His clients have ranges from small cities to US wide federal programs. His work on feature extraction has led to the creation of data sets that include specific crop identification, ecological alliances, and vegetation health assessments for federal mapping programs such as the

National Land Cover Dataset (NLCD) for USGS and the Coastal Change Analysis Program (C-CAP) for NOAA Coastal Services Center.

Andrew is also a specialist in natural resource management, with experience in forestry and agriculture in tropical and temperate environments. He has led projects on forest inventory, watershed modeling, wildlife species habitat assessment, wildfire risk assessments, and forest health. In addition to his remote sensing work he has conducted user need assessments, supported the design, and worked on the implementation of enterprise GIS systems using both Citrix and Web technologies.

### Select Recent Project Experience (Quantum Spatial, Inc.)

**Louisville Canopy Health Project.** Davey Resource Group. **Senior Consultant.** Andrew developed the protocol and designed the project to classify tree species and health from hyperspectral and LiDAR imagery.

**Assessment of Tree Growth using PhoDAR (CA).** The Conservation Fund. **Senior Consultant.** Andrew supported the design and execution of Phodar for tree canopies. This project successfully generated dense point clouds over mixed forests used for tree delineation, and the measurement of growth when compared with previous high density LiDAR collections.

**Irrigated Landscape Mapping.** California Department of Water Resources. **Senior Consultant.** Designed and is currently working on a program to quantify the landscape area over all urban lands in California, to develop water allowances for water districts across the state.

**Geospatial Products and Services Contract 2.** U.S. Geological Survey. **Senior Consultant.** Andrew provides oversight of remote sensing deliverables on Quantum Spatial's (as Photo Science) contract. Notable task orders include Sandy Supplemental NCR, Guam LiDAR & Orthos, North Shore Alaska Coastal LiDAR, Mount Rushmore High Density LiDAR, and Glacier Peak LiDAR, Rhode Island Land Cover, City of Allentown Impervious.

### Project Assignment

Lead Analyst

### Education

- MS, Wildlife and Fisheries Biology, University of Vermont (2006)
- BS, Natural Resource Management, University of Massachusetts (2000)

### Professional Affiliations

American Society for Photogrammetry and Remote Sensing

**Years of Experience: 15**

**Years with QSI: 12**

## MISCHA HEY

### TECHNICAL DOMAIN EXPERT



Mischa has broad experience and technical skills in remote sensing analysis, in particular the development of feature extraction techniques using combined LiDAR and spectral datasets, including leveraging hyperspectral imagery to delineate land cover characterization. He excels at the automation of geoprocessing workflows and the creation custom GIS prioritization tools. Mischa is proficient at ArcGIS, Erdas Imagine, eCognition, Leica Photogrammetry Suite, Orthovisita, and Python software and has a strong background in spatial analysis, multivariate statistics, classification of remotely sensed imagery, and LiDAR processing and analysis. He has been instrumental in developing processing workflows for specialty value-added deliverables in unique

landscapes, including bathymetric LiDAR, hydro-flattening, intensity normalization, and point feature coding. Mischa has also been active in developing object-based image analysis techniques tools, geomorphon tools and analysis as well as vegetation feature extraction and attribution. In addition, his strong background in natural resources gives him a unique perspective when designing and implementing GIS solutions and analysis for such purposes.

### **Select Recent Project Experience (Quantum Spatial, Inc.)**

***Irrigated Landscape Mapping. California Department of Water Resources. Technical Lead. Designed and is currently working on a program to quantify the landscape area over all urban lands in California, to develop water allowances for water districts across the state.***

***Gualala/Garcia/Preservation Ranch Forests Segmentation (CA).*** The Conservation Fund. **Lead Analyst** for tree segmentation and parameterization for tree inventory and carbon sequestration. Data were collected to support ongoing post-fire forest inventories and biomass research, and to delineate and attribute fine-scale vegetation features based on spatial metrics derived from the LiDAR and imagery

***Sage Grouse Habitat Modeling.*** BLM, OR. **Lead Analyst** in this project Mischa developed a habitat model for sage grouse based on a remote sensing base using imagery and LiDAR. The habitat assessment involved multi-criteria evaluation modeling and stochastic modeling against known populations.

***Creating LiDAR Derived Hydrology.*** USGS, CO. **Lead Analyst** in this project Mischa, developed scripts that streamlined the creation of hydrology using spatial models, enabling the creation of LiDAR derived hydrology and watershed boundaries. The scripts and analysis allowed the integration of natural hydrology with stormwater sewer systems for an integrated urban hydrologic network.

# 7 OFFER/COST PROPOSAL (APPENDIX D)

## SUBMITTED SEPARATELY AS INSTRUCTED

RFP RO2336– NDVI Aerial Imaging and Analysis Services

### APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to **RFP RO2336– NDVI Aerial Imaging and Analysis Services**, the undersigned offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and the resulting Maintenance Services Agreement. **If there are any exceptions to the terms and conditions or contract they must be stated in an attachment included with the offer.** While exceptions will be considered, OCFA reserves the right to determine that an offer is non-responsive based upon any exceptions taken. OCFA's governing body reserves the right to deny any material exceptions to the contract.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. **The Offeror has submitted the Party, Participant (Agent) Disclosure Form if applicable.**
- E. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- F. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

**Independent Price Determination:** I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the Offeror.

#### TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

Eagle Aerial Solutions

Name of Firm

3420 Bristol Street, 6th Floor

Address

Costa Mesa

CA

92626

City

State

Zip

Signature of Person Authorized to Sign

*Wayne Tate*

Wayne Tate

Printed Name

Date

1/9/19

President

Title

**Form W-9**  
 (Rev. November 2017)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Eagle Aerial Photography, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**3420 Bristol Street, 6th floor**

6 City, state, and ZIP code  
**Costa Mesa, CA 92626**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
3	3			-	0	5	9	2	5 5 7

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶    Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## **9 PARTY PARTICIPANT AND AGENT DISCLOSURE FORMS (APPENDIX F)**

Party Participant and Agent Disclosure Forms: In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete the Party and Participant Disclosure Forms provided in Appendix F (pages 31-38) of this RFP and submit as part of the proposal, if applicable.

**APPENDIX F**

*PARTY AND PARTICIPANT DISCLOSURE FORMS*

**(SEE FOLLOWING PAGES)**

## **ORANGE COUNTY FIRE AUTHORITY PARTY DISCLOSURE**

The attached *Party Disclosure Form* must be completed and submitted by the offeror and subcontractors with the proposal by all firms subject to the campaign contribution disclosure requirements stated on page 15 of this solicitation.

The *Participant Disclosure Form* must be completed by lobbyists or agents representing the offeror in this procurement.

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval. (Please see next page for definitions of these terms.)

### **IMPORTANT NOTICE**

#### Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date the solicitation is initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venture(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the contract award.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the contract award or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements<sup>1</sup> for use, including all entitlements for land use, all contracts<sup>2</sup> (other than competitively bid, labor or personal employment contracts), and all franchises.

- E. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
- F. To determine whether a campaign contribution of more than \$250 has been made by you,

campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venture(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.

G. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8 as it relates to contract awards.

<sup>1</sup> *Entitlement for the purposes of this form refers to contract award.*

<sup>2</sup> *All Contracts for the purposes of this form refer to the contract award of this specific solicitation.*



**ORANGE COUNTY FIRE AUTHORITY**  
**PARTY DISCLOSURE FORM**

Party's Name: Wayne Tate

Party's Address: 3420 Bristol Street, 6th Floor  
Costa Mesa, CA 92626

Party's Telephone: 714-754-7670 x707

Solicitation Title and Number: NDVI Aerial Imaging and Analysis Services--RO2336

Based on the party disclosure information provided, are you or your business subject to party disclosures?

No  If no, check the box and sign below. Yes  If yes, check the box, sign below and complete the form.

Date: 1/9/19



Signature of Party and/or Agent

***To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.***

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**ORANGE COUNTY FIRE AUTHORITY  
PARTICIPANT (AGENT) DISCLOSURE**

The Participant Disclosure Form must be completed by lobbyists or agents representing the offeror in this procurement. (Please see next page for definitions of these terms.)

It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval.

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for contract award pending before the OCFA or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.

- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member or alternate for the OCFA or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition (The disclosure form will assist the board members in complying with the law).

If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the OCFA or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
- a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Authority's or one of its affiliated agencies' decisions in the proceeding.

**AND**

- b. The individual or entity, directly or through an agent, does any of the following:
- (2) Communicates directly, either in person or in writing, with a board member or alternate of the OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
- (3) Communicates with an employee of the OCFA or any of its affiliated agencies for

the purpose of influencing a member's vote on the proposal; or

- (4) Testifies or makes an oral statement before the Board of Directors of the OCFA or any of its affiliated agencies.
2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding for this proposed involving a contract award. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
5. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8.

**ORANGE COUNTY FIRE AUTHORITY**  
**PARTICIPANT DISCLOSURE FORM**

*To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.*

Prime’s Business Name: NOT APPLICABLE \_\_\_\_\_

Party’s Name: \_\_\_\_\_

Party’s Address: \_\_\_\_\_  
\_\_\_\_\_

Party’s Telephone: \_\_\_\_\_

Solicitation Title and Number: \_\_\_\_\_

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

Signature of Party and/or Agent \_\_\_\_\_

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**Name of Member:** \_\_\_\_\_

**Name of Contributor (if other than Party):** \_\_\_\_\_

**Date(s):** \_\_\_\_\_

**Amount(s):** \_\_\_\_\_

**ORANGE COUNTY FIRE AUTHORITY**

**Board of Directors**

**Ed Sachs, Chair**

City of Mission Viejo

**Dave Harrington, Director**

City of Aliso Viejo

**Elizabeth Swift, Director**

City of Buena Park

**Michele Steggell, Director**

City of La Palma

**Laurie Davies, Director**

City of Laguna Niguel

**Leah Basile, Director**

City of Lake Forest

**Gene Hernandez, Director**

City of Yorba Linda

**Carol Gamble, Director**

City of Rancho Santa Margarita

**Sergio Farias, Director**

City of San Juan Capistrano

**Ellery Deaton, Director**

City of Seal Beach

**Todd Spitzer, Director**

County of Orange

**Joseph Muller, Vice Chair**

City of Dana Point

**Rob Johnson, Director**

City of Cypress

**Tri Ta, Director**

City of Westminster

**Don Sedgwick, Director**

City of Laguna Hills

**Noel Hatch, Director**

City of Laguna Woods

**Shelley Hasselbrink, Director**

City of Los Alamitos

**Al Murray, Director**

City of Tustin

**Tim Brown, Director**

City of San Clemente

**Vicente Sarmiento, Director**

City of Santa Ana

**David John Shawver, Director**

City of Stanton

**Bill Nelson, Director**

City of Villa Park

**Lisa Bartlett, Director**

County of Orange



**REQUEST FOR BEST AND FINAL OFFER**  
**RFP RO2336 – NDVI AERIAL IMAGING SERVICES**

**DATE BEST AND FINAL OFFER REQUESTED: APRIL 2, 2019**

**DUE DATE FOR BEST AND FINAL OFFER: APRIL 5, 2019 AT 5:00 P.M.**

Eagle Aerial Photography submitted a proposal in response to the above referenced Request for Proposal (RFP) issued by the Orange County Fire Authority (OCFA).

As part of the evaluation/negotiation process, the OCFA is exercising the right to request a best and final offer from the top-ranking firm for further evaluation and consideration. The purpose of the Best and Final Offer is to allow both OCFA and the respondent to make any modifications to the terms of the contract before making the final decision in the award.

OCFA would like additional consideration on the following items:

- ***During your team's interview, you described additional shortwave infrared imaging services. Please provide some additional information regarding these services and provide a pricing proposal for consideration. These services may not be included in the final contract award.***
- ***During your interview, your team indicated that all metadata and raw data would be made available inclusive of Lidar Imagery data. Please confirm.***
- ***OCFA requires that at least two presentations are made to various stakeholders per year as a result of the data and findings of this project, please confirm whether these services are included in your cost proposal and provide pricing information in case additional presentations are requested.***
- ***OCFA may require a vegetation classification map for general environment information along with species identification for trees. Please provide pricing information for a vegetation classification map and separate pricing information for species identification for trees. OCFA may elect to include either one or both during the term of the contract.***

OCFA intends to use the standard Professional Services Agreement (PSA) that was provided in the RFP once the contract is awarded. No exceptions were identified in your submitted proposal

Please complete the attached best and final pricing page and provide a response to the questions. Best and Final Offers must be received by the Orange County Fire Authority - Purchasing Section no later than the deadline specified above. Please submit your response to this request via e-mail to: [rothchildong@ocfa.org](mailto:rothchildong@ocfa.org).

Thank you for your interest in doing business with Orange County Fire Authority.

Sincerely,

A handwritten signature in black ink, appearing to read "Rothchild Ong".

Rothchild Ong  
Assistant Purchasing Agent

**BEST AND FINAL PRICING PAGE**

Please complete the requested information below and submit via e-mail to: [rothchildong@ocfa.org](mailto:rothchildong@ocfa.org).

<b>NVDI Aerial Imaging and Analysis Costs</b>		
<b>DESCRIPTION OF SERVICES</b>	<b>Original Offer</b>	<b>BAFO</b>
<b>Initial fly-over with NVDI aerial imaging services as described.</b>	<b>\$38,997.92</b>	<b>\$38,997.92</b>
<b>NVDI plant health analysis identifying infestation of ISHB/GSOB as described. (Inclusive of data provided by OCFA and other partner agencies).</b>	<b>\$129,439.46</b>	<b>\$129,429.46</b>
<b>Forecasting model of spread of infestation as described.</b>	<b>\$98,178.11</b>	<b>\$98,178.11</b>
<b>Total Cost:</b>	<b>\$266,616.11</b>	<b>\$266,616.11</b>

<b>Additional Services As-Requested</b>		
<b>DESCRIPTION OF SERVICES</b>	<b>Original Offer</b>	<b>BAFO</b>
<b>Additional fly-over with NVDI aerial imaging services as described.</b>	<b>\$30,000</b>	<b>\$30,000</b>
<b>Additional NVDI plant health analysis identifying infestation of ISHB/GSOB as described.</b>	<b>\$8,949.74</b>	<b>\$8,949.74</b>
<b>Additional forecasting model of spread of infestation as described.</b>	<b>\$16,620.94</b>	<b>\$16,620.94</b>

1. Please provide clarification regarding additional shortwave infrared imaging services as proposed.  
Full response is in addendum. Three shortwave infrared imaging services are described.
2. Please provide clarification regarding metadata, raw data, and Lidar Imaging data as proposed.  
Full response is in addendum.
3. Please provide clarification regarding the need for two annual presentations to stakeholders and the cost for additional presentations as-needed.  
Full response is in addendum. Cost for additional presentation is \$3,483
4. Please provide pricing information regarding the need for vegetation classification as-needed.  
Full response is in addendum. Cost for 10 class vegetation classification is \$110,323
5. Please provide pricing information regarding the need for species identification as-needed.  
Full response is in addendum. Cost for 227 square miles is \$498,990

**TO THE ORANGE COUNTY FIRE AUTHORITY:**

The Undersigned hereby amends the original proposal as indicated in this Best and Final Offer and shall provide online payment processing services with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein. The representations herein are made under penalty of perjury.

Eagle Aerial Solutions

Name of Company

3420 Bristol Street, 6th Floor, Costa Mesa, CA 92626

Address

*Wayne Tate*

Signature of Person Authorized to Sign

4/5/19

Date

Wayne Tate

President

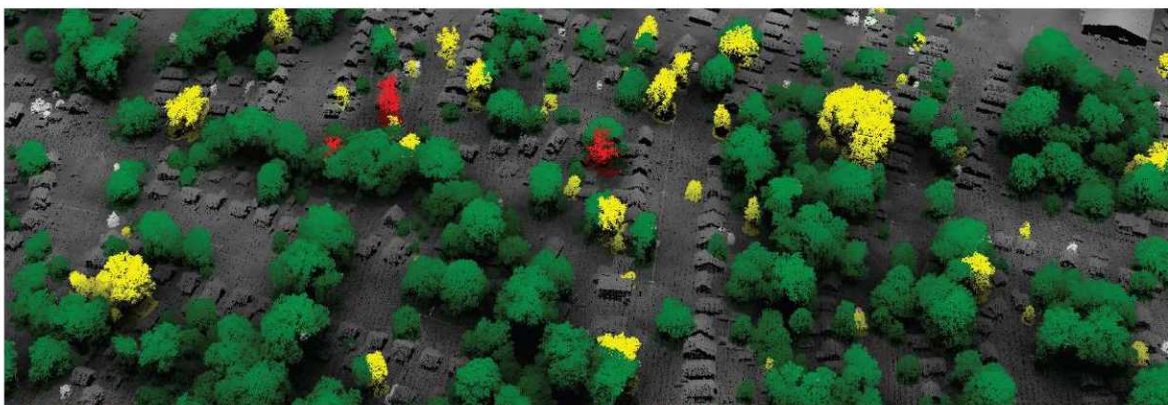
Printed Name

Title



# NDVI Aerial Imaging and Vegetation Analysis Services

ORANGE COUNTY FIRE AUTHORITY  
 RESPONSE TO RFP NO. RO 2336 BEST AND FINAL OFFER QUESTIONS  
 BY  
 EAGLE AERIAL SOLUTIONS & QUANTUM SPATIAL, INC.



Category	Class Description Interpretation
0	<b>Not Assessed</b> - typically small trees with relatively low canopy area
1	<b>Fair to Healthy</b> - nearly full canopies, potentially some dieback
2	<b>Stressed</b> - dieback and discoloration common
3	<b>Very Stressed</b> - significantly less canopy foliage present, leaves/needles are severely discolored

**Submittal Date: April 5, 2019**

**Submitted to Orange County Fire Authority, Purchasing Department,  
 1 Fire Authority Road, Building C, Irvine, CA 92602**

**Submitted by Wayne Tate, Paul Clark and Andrew Brenner**

**Email: wtate@eagleaerial.com**



**TABLE OF CONTENTS**

- 1. BEST AND FINAL OFFER SUPPLEMENTARY INFORMATION .....1**
  - 1. Please provide clarification regarding additional shortwave infrared imaging services as proposed.....1**
  - 2. Please provide clarification regarding metadata, raw data, and Lidar imaging data as proposed. ....2**
  - 3. Please provide clarification regarding the need for two annual presentations to stakeholders and the cost for additional presentations as-needed. ....2**
  - 4. Please provide pricing information regarding the need for vegetation classification as-needed.....3**
  - 5. Please provide pricing information regarding the need for species identification as-needed.....3**



## 1. BEST AND FINAL OFFER SUPPLEMENTARY INFORMATION

**April 5, 2019**

Orange County Fire Authority  
1 Fire Authority Road, Bldg. C  
Irvine, CA 92602  
Attn: Rothchild Ong

Re: Request for Proposal-Aerial Imaging Services RFP No. RO2336: BAFO

Dear Mr. Ong,

Eagle Aerial Solutions and Quantum Spatial Inc., are pleased to submit this response to the RFP 2336 Best and Final Offer questions as an addendum to the official sheet. We will be happy to discuss any of these items in more detail at your convenience since there are obviously a number of options available and there might be economies of scale if you choose multiple options among the ones you have requested.

Each question will be answered in the section below:

### 1. Please provide clarification regarding additional shortwave infrared imaging services as proposed.

Shortwave infrared (SWIR) imagery can be provided in a number of forms. The cost associated with acquiring this imagery depends on the number of shortwave band required, acquisition window and the resolution of the data. Shortwave imagery can be acquired free of charge with Landsat 8. This sensor has two SWIR bands with a pixel resolution (gsd) of 30 m. This will provide a good regional analysis but will not provide data at a tree level. These data are collected every 16 days and the archive is useful for trend analysis.

Digital Globe satellites have an 8 band multispectral visible near infra-red (VNIR) dataset with a resolution of 1.24 m and an 8 band SWIR dataset of 7 m resolution. This capture can be commissioned and would provide improved resolution over the Landsat but would not provide tree level data. To have the project AOI captured would cost \$62,160 for the 16 band dataset. If just the SWIR bands were needed then the costs would be \$31,080.

The highest resolution dataset for SWIR can be acquired on an aircraft. If this was desired it could be captured as the same time as a hyperspectral VNIR collection described in Section 5. If this was requested the cost of acquisition and processing would be \$315,453. This would provide over 100 wavebands at 0.9 m resolution pixels. This would be acquired at the time desired by OCFA and would be applicable at the tree level.

## 2. Please provide clarification regarding metadata, raw data, and Lidar imaging data as proposed.

---

All data provided will have FGDC compliant metadata.

- Imagery deliverables will come with in the following format
  - Ortho imagery delivered in tiles
  - Survey Boundary, shapefile format
  - Tiling delineations, shapefile format
  - Smoothed Best Estimate Trajectory (SBET), shapefile format
  - Reporting
    - Methods, Results
    - Metadata
  - Phodar point clouds in \*.las format
- Although new LiDAR collections are not proposed in the base proposal, we will gather up the metadata associated with each of the LiDAR collections and provide it in a standard format to OCFA
  - Point clouds \*.las format
  - DEM grids
  - DSM grids
  - Metadata as provided by the acquisition source
- Other datasets used by the project will be provided to the project team in an organized fashion with appropriate technical and metadata information

## 3. Please provide clarification regarding the need for two annual presentations to stakeholders and the cost for additional presentations as-needed.

---

In our proposal we planned on one presentation per year involving two staff members. Although presentations via the web can be conducted at no additional costs, additional in person trips to Orange County for presentations would cost \$3,483, to cover staff time for presentation preparation, travel and attendance, this will also include travel expenses.

#### 4. Please provide pricing information regarding the need for vegetation classification as-needed.

It is difficult to price a vegetation classification because the cost will vary depending on the classification scheme. So the Eagle team is providing a simple vegetation cover classification system that can be expanded in detail if desired. This classification system is in line with other work proposed in Orange County.

Level 1 Class	Level 2 Class
<b>Impervious</b>	Impervious
<b>Herbaceous</b>	Turf grass
	Other developed vegetation (planted and/or graded)
	Undeveloped herbaceous vegetation (natural vegetation, could be managed/ mown)
<b>Canopy (includes trees and shrubs)</b>	Developed canopy (planted)
	Undeveloped canopy (natural vegetation)
<b>Water</b>	Swimming pools and water features
	Ponds and rivers
<b>Soil</b>	Developed bare soil
	Undeveloped bare soil (naturally occurring not as a result of human actions)

Based on this classification scheme the cost for the project area is \$144,058. If Impervious under canopy is not needed, then the price is \$110,323 for the 455 square miles of the AOI.

#### 5. Please provide pricing information regarding the need for species identification as-needed.

To collect tree species, we would want to acquire hyperspectral data and LiDAR, which might reduce the cost of other services we are proposing since some of this data could be used to assist in producing other products that you have expressed an interest in. Since the whole 455 square mile area may not be appropriate for individual species classification, we have quoted for 50% of the project area 227 square miles. This is simply an estimate on our part. It would be important to discuss this with OCFA at the time of contracting to determine what AOI is most important to achieve your objectives and meet your budget needs. Also, we have quoted based upon a suggested degree of data detail. We could discuss the effect of modifying the data details if you would like.

##### **LiDAR and Hyperspectral Acquisitions**

LiDAR and hyperspectral data would need to be acquired in the spring - summer time frame leaf-on before drought stress sets in. The LiDAR will be collected with an ALS 80 LiDAR sensor and the hyperspectral data will be collected with a Headwall or a CASI 1500 sensor.

The LiDAR will have a nominal point spacing of 8 ppsm and will have up to five returns per pulse. The data will have a normalized intensity.

Quantum Spatial will provide an aerial acquisition of 0.5 m hyperspectral Visible-Near Infra Red (VNIR) imagery using a push-broom hyperspectral imaging system that collects between 70 and 100 spectral bands from 400 -1000 nm.

In order to collect suitable hyperspectral imagery, all flights will need to occur within a two hours of solar noon, and in clear to low cloud conditions. If we estimate that we need this level of analysis over only 50% of the AOI this would take around 26 hours of flight time, taking around 7 days of acquisition. The price includes all aspects of data acquisition, quality control, processing, and delivery of final product.

We propose to fly the imagery for the area at 30% side lap. Once the imagery is acquired we will carry out the following processing steps.

- Processing to radiance and reflectance
- Orthorectification
- Derivative of tree canopies (from LiDAR)
- Hyperspectral data cube optimization

### ***Deliverables from aerial acquisition***

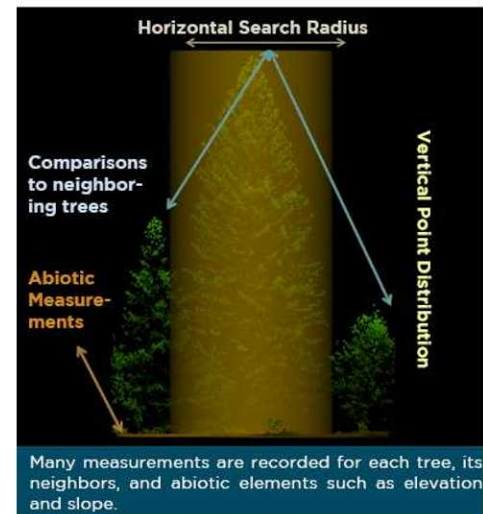
- LiDAR
  - Classified Point Cloud
    - Fully Compliant LAS 1.4 format
    - Point files will include the following fields: X,Y,Z, Normalized Return Intensity, Return Number, Point Classification, Scan Angle, Adjusted GPS Time
  - Rasters
    - Bare Earth DEM, 1 m resolution, GeoTiff format
    - Intensity Images, 1 m resolution, GeoTiff format
  - Vectors
    - Survey Boundary, shapefile format
    - Tiling delineations, shapefile format
    - Smoothed Best Estimate Trajectory (SBET), shapefile format
  - Reporting
    - Methods, Results, Accuracy Assessments
    - Metadata (Compliant with USGS Version 1.2 Base Specifications)
- Hyperspectral Imagery
  - Rasters
    - Hyperspectral Image Cube Radiance, Envi or similar format
    - Hyperspectral Image Cube Reflectance, Envi or similar format

- Vectors
  - Survey Boundary, shapefile format
  - Tiling delineations, shapefile format
  - Smoothed Best Estimate Trajectory (SBET), shapefile format
- Reporting
  - Methods, Results
  - Metadata

### Tree Segmentation and Classification

Utilizing the LiDAR we will perform segmentation to identify tree approximates. Although for trees spaced apart this corresponds to an individual tree crown, within dense forests it will generally capture the dominant and co-dominant tree crowns but less the intermediate and understory crowns, so some segments can represent multiple trees.

Quantum Spatial uses an advanced point cloud analysis algorithm to identify the tree top and then iteratively assigns each point to a tree canopy. We then run a series of metrics on the tree tops. These advanced value-added analyses increase understanding of the vegetation structure. The fully-classified point cloud is a necessary precursor to enabling these more refined analyses, this will be produced under the LiDAR acquisition and processing task. For vegetation structure analysis, after the LiDAR point cloud has been quality controlled, edited, and cleaned, it is classified into different vegetation classes specific to the parameters of interest to the researcher. We have developed



sophisticated and efficient tree segmentation routines that both delineate the tree canopy and build a series of LiDAR metrics for each tree crown.

Steps:

- 1) Generate data layers describing terrain and canopy surface from the LiDAR data. Initial forest data layers generated for the vegetation characterization model include bare earth, slope, normalized canopy surface, slope of canopy surface model, and vegetation classified return intensity.

- 2) Delineate the study area into tree approximates using point based geometric clustering. The clustering process ‘segments’ the LiDAR point cloud into discrete bounded objects representing structural distinction of tree crowns apparent in the canopy. Tree-approximate objects are delineated in a three stage process. 1) Local elevation maxima in the canopy surface model are identified through variable search radii adjusted for feature scale. Taller trees are located with larger radii than short trees to minimize omission and commission errors in location of crown peaks. 2) An iterative growth algorithm is applied to the identified crown peaks which assigns LiDAR returns to associated crown peaks based geometric proximity and growth rules. 3) Points not meeting inclusion

Forest Metrics	
Terrain surface metrics	Description
Bare earth (mean/stddev)	Average ground surface elevation and standard deviation with vegetation and man-made structures removed
Slope (mean/stdev)	Average slope and standard deviation of bare earth surface
Aspect (mean/stdev)	Average aspect and standard deviation of bare earth surface
Spectral metrics	Description
Intensity (mean)	Average intensity of vegetation classified laser pulses as they return to the system (low intensity indicates lower reflectivity of the surface from which the pulse was returned)
Canopy structure metrics	Description
Max height	Height above ground
Canopy cover	Proportion of first returns $\geq 2$ m above ground
Height Percentiles (10th, 20th, 80th)	Variance of heights of LiDAR data
Skew and Kurtosis	Distribution bias of point heights
Distribution of surrounding tree tops	Percentiles and bias metrics of proximate identified tree tops
Canopy Volume *	Volume will be based on idealized canopy models of cone or similar geometric shape based on height and canopy base diameter as represented by an idealized circle related to the tree object.

criteria for crown growth (primarily shorter trees whose crowns are partially obscured by canopy dominants) are merged to create new objects though these instances are typically rare.



- 3) Attribute delineated tree approximate objects with LiDAR-derived metrics describing each object's structural, spectral, and contextual characteristics. A list of metrics are provided in **Table 1**.

**Table 1:** LiDAR metrics to be calculated for each tree approximate polygon.

Once the canopies are delineated, the hyperspectral analysis is conducted for each tree approximate using the steps below:

- Mask all low-veg and non-photosynthetic areas from analysis
- Principal Components Analysis (PCA) of isolated trees
- Derive species spectral endmembers from image cube (no field spectra needed)
- Use machine learning algorithms to classify canopies
- Conduct iterative testing using training data collected in the field by trained staff. We will determine the number of species that need to be classified and will plan on sampling between 30 – 50 samples per class as a minimum needed to support the classification.
  - Assuming 9 main tree species
  - 30 – 50 samples
  - Number of samples 270 – 450
  - An additional sample set of 30 – 50 tree per class will be collected for accuracy assessment
- Information collected on the trees should be
  - Species
  - DBH
  - Canopy Height
  - Canopy width
  - Height to lowest limb
  - Health Class (5 classes Dead, Fair – Good, Poor, Critical, Not Assessed)

Using this information and a composite model of machine learning algorithms an estimate will be made of species for each tree approximate in the project AOI. This data will be associated with the tree polygon delineated from the LiDAR.

The goal is to characterize at least 80% of the canopy. QSI and OCFA will analyze the available data to provide the species list to focus in on for this analysis.

### ***Deliverables***

- Tree analysis
  - Vectors
    - Tree polygons with attributes, GeoDatabase format
    - Treetop points
  - Reporting



- Methods, Results, Accuracy Assessments
- Metadata

The total cost for the LiDAR, hyperspectral imagery, tree segmentation and delineation, species classification and accuracy assessment, and related data will be \$498,990 for the 227 square mile area. These costs can be adjusted if a smaller area is required.

Sincerely,

A handwritten signature in black ink that reads "Wayne Tate".

Wayne Tate, President, Eagle Aerial Solutions

[wtate@eagleaerial.com](mailto:wtate@eagleaerial.com)

A handwritten signature in blue ink that reads "Andrew Brenner".

Andrew Brenner, Senior Program Director,  
Quantum Spatial Inc.

[abrenner@quantumspatial.com](mailto:abrenner@quantumspatial.com)



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
May 23, 2019

Agenda Item No. 3F  
Consent Calendar

**Blanket Order Contract Adjustments for  
Pre-employment Background Investigative Services**

---

**Contact(s) for Further Information**

Lori Zeller, Deputy Chief  
Administration & Support Bureau

[lorizeller@ocfa.org](mailto:lorizeller@ocfa.org)

714.573.6020

**Summary**

This agenda item is submitted for approval to increase and extend two blanket order contracts for pre-employment background investigative services with RCS Investigations and Consulting and Sintra Group Professional Investigations. The extension will allow adequate time to complete the on-going RFP process and provide for the higher volume of pre-employment background investigations anticipated during this period of time

**Prior Board/Committee Action**

At its June 23, 2016, meeting, the Executive Committee approved award of two Professional Services Agreements for pre-employment background investigative services; one with RCS Investigations and Consulting, LLC (RCS Investigations), and the other with Sintra Group, for a one-year term with up to two additional one-year extensions. The Agreements were awarded each in an amount of \$125,000 per year to be paid as services were provided.

**RECOMMENDED ACTION(S)**

1. Approve Amendment Number Three to the Professional Services Agreement with RCS Investigations and Consulting, LLC to:
  - a. Increase the contract value by \$42,000 (from \$125,000 to \$167,000) for the current 12-month term ending July 31, 2019, and
  - b. Extend the contract for up to three months through October 31, 2019, on an as-needed basis, for a not to exceed value of \$52,500 for the three-month extension, bringing the total contract value from \$167,000 to \$219,500 for the combined 15-month period.
2. Approve Amendment Number Three to the Professional Services Agreement with Sintra Group Professional Investigations to:
  - a. Increase the contract value by \$35,000 (from \$125,000 to \$160,000) for the current 12-month term ending July 31, 2019, and
  - b. Extend the contract for up to three months through October 31, 2019, on an as-needed basis, for a not to exceed value of \$52,500 for the three-month extension, bringing the total contract value from \$160,000 to \$212,500 for the combined 15-month period.

**Impact to Cities/County**

Not Applicable.

### **Fiscal Impact**

Funds are included in the General Fund budget, specifically in the Human Resources Department budget for services and supplies. With the high volume of recruitment activity that is underway, the additional funds needed for pre-employment background investigations was anticipated and included in the budget.

### **Background**

In June 2016, the Executive Committee approved award of professional services agreements with RCS Investigations and Sintra Group, to provide pre-employment background investigative services. Since the Board awarded these two contracts the volume of recruitment activity has increased significantly, with firefighter academies increasing from one academy per year to two, and the number of recruits increasing from roughly 30 or 35 to 50 per academy. The higher recruitment activity has necessitated a higher volume of pre-employment background investigations.

As we approached the expiration of these contracts, staff issued RFP JA2357 seeking proposals from qualified firms to establish successor contracts for pre-employment investigative services. Staff is in the process of evaluating the nine responsive proposals submitted by qualified firms. Staff anticipates completion of the RFP evaluation process and preparation of proposed contracts with the successful firms for review and approval by the Executive Committee within the next two to three months. The proposed contract adjustments are requested for up to three month-to-month extensions and associated funding increases to allow adequate time to complete thorough RFP evaluations and to account for the higher volume of pre-employment background investigations anticipated during this period of time.

### **Attachment(s)** (Posted on-line at OCFA.org)

1. Professional Services Agreement Amendment 3 – RCS Investigations
2. Professional Services Agreement Amendment 3 – Sintra Group

**ORANGE COUNTY FIRE AUTHORITY  
AMENDMENT NUMBER THREE  
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER THREE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment Three"), is made and entered into this 23<sup>rd</sup> day of May, 2019, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and RCS Investigations and Consulting, LLC, hereinafter referred to as "Firm". OCFA and Firm are sometimes collectively referred to herein as the "Parties".

**RECITALS**

WHEREAS, OCFA and Firm entered into that certain Professional Services Agreement ("Original Agreement") dated May 26, 2016 for as-needed comprehensive pre-employment background and reference investigative services for the OCFA, commencing August 1, 2016 through and including July 31, 2017; which is incorporated herein by this reference; and,

WHEREAS, OCFA and Firm entered into that certain First Amendment to the Agreement on September 15, 2017, renewing the Agreement for the first optional one (1) year renewal term through July 31, 2018; and,

WHEREAS, OCFA and Firm entered into that certain Second Amendment to the Agreement on November 15, 2018, renewing the Agreement for the second and final optional one (1) year renewal term through July 31, 2019; and,

WHEREAS, the Original Agreement, First Amendment, and Second Amendment are hereinafter collectively referred to as the "Agreement"; and,

WHEREAS, both Parties desire to amend the Agreement to provide for up to three (3) month-to-month extensions of the term until October 31, 2019; and,

WHEREAS, both Parties desire to amend the Agreement to increase the total contract value of \$125,000 by \$42,000 for services rendered through July 31, 2019 and by up to \$52,500 for services rendered through October 31, 2019 for a new not to exceed amount of \$219,500.

NOW, THEREFORE, OCFA and the Firm mutually agree to amend the Agreement as follows:

**AGREEMENT**

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Compensation of Firm: Section 3.1.** For services rendered pursuant to the Agreement between August 1, 2018 and July 31, 2019, Firm shall be

**ORANGE COUNTY FIRE AUTHORITY  
AMENDMENT NUMBER THREE  
TO PROFESSIONAL SERVICES AGREEMENT**

compensated and reimbursed, in accordance with the terms set forth in Exhibit "A", in an amount not to exceed \$167,000. Additionally, for any services rendered pursuant to the Agreement between August 1, 2019 and October 31, 2019, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A", in an amount not to exceed \$52,500. These services will be billed for each pre-employment background investigation completed per the flat rate fees provided in Exhibit "A". There is no obligation on OCFA's part to assign any minimum number of projects to Firm, nor will Firm be the exclusive provider of these services to OCFA, so there is no minimum compensation guaranteed pursuant to the Agreement.

3. **Term: Section 4.4.** The Agreement shall continue in full force and effect until July 31, 2019 ("Annual Term") and, unless earlier terminated in accordance with Section 8.5 or 8.6 of the Agreement, shall thereafter automatically renew for up to three (3) successive month-to-month terms ending October 31, 2019.
4. **Same Terms and Conditions.** Except as modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.
5. **Corporate Authority.** The persons executing this Amendment Three on behalf of the Parties hereto warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this Amendment Three the parties are formally bound by the provisions of this Amendment Three.

[SIGNATURES ON FOLLOWING PAGE]

**ORANGE COUNTY FIRE AUTHORITY  
AMENDMENT NUMBER THREE  
TO PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Three to be executed on the date(s) indicated below.

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

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

By: \_\_\_\_\_  
Debbie Casper, C.P.M., CPPB  
Purchasing & Materials Manager

**APPROVED AS TO FORM.**

By: *David E. Kendig*  
DAVID E. KENDIG  
GENERAL COUNSEL

**ATTEST:**

\_\_\_\_\_  
Sherry A.F. Wentz  
Clerk of the Authority

Date: 5/15/19

**"FIRM"**

**RCS INVESTIGATIONS AND  
CONSULTING, LLC**

Date: 5-8-2019

By: *Steve Rodig* - PARTNER  
Steve Rodig  
Partner  
RCS

**ORANGE COUNTY FIRE AUTHORITY  
AMENDMENT NUMBER THREE  
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER THREE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment Three"), is made and entered into this 23<sup>rd</sup> day of May, 2019, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Sintra Group Professional Investigations, hereinafter referred to as "Firm". OCFA and Firm are sometimes collectively referred to herein as the "Parties".

**RECITALS**

WHEREAS, OCFA and Firm entered into that certain Professional Services Agreement ("Original Agreement") dated May 26, 2016 for as-needed comprehensive pre-employment background and reference investigative services for the OCFA, commencing August 1, 2016 through and including July 31, 2017; which is incorporated herein by this reference; and,

WHEREAS, OCFA and Firm entered into that certain First Amendment to the Agreement on September 7, 2017, renewing the Agreement for the first optional one (1) year renewal term through July 31, 2018; and,

WHEREAS, OCFA and Firm entered into that certain Second Amendment to the Agreement on November 1, 2018, renewing the Agreement for the second and final optional one (1) year renewal term through July 31, 2019; and,

WHEREAS, the Original Agreement, First Amendment, and Second Amendment are hereinafter collectively referred to as the "Agreement"; and,

WHEREAS, both Parties desire to amend the Agreement to provide for up to three (3) month-to-month extensions of the term until October 31, 2019; and,

WHEREAS, both Parties desire to amend the Agreement to increase the total contract value of \$125,000 by \$35,000 for services rendered through July 31, 2019 and by up to \$52,500 for services rendered though October 31, 2019 for a new not to exceed amount of \$212,500.

NOW, THEREFORE, OCFA and the Firm mutually agree to amend the Agreement as follows:

**AGREEMENT**

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Compensation of Firm: Section 3.1.** For services rendered pursuant to the Agreement between August 1, 2018 and July 31, 2019, Firm shall be



**ORANGE COUNTY FIRE AUTHORITY  
AMENDMENT NUMBER THREE  
TO PROFESSIONAL SERVICES AGREEMENT**

compensated and reimbursed, in accordance with the terms set forth in Exhibit "A", in an amount not to exceed \$160,000. Additionally, for any services rendered pursuant to the Agreement between August 1, 2019 and October 31, 2019, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A", in an amount not to exceed \$52,500. These services will be billed for each pre-employment background investigation completed per the flat rate fees provided in Exhibit "A". There is no obligation on OCFA's part to assign any minimum number of projects to Firm, nor will Firm be the exclusive provider of these services to OCFA, so there is no minimum compensation guaranteed pursuant to the Agreement.

3. **Term: Section 4.4.** The Agreement shall continue in full force and effect until July 31, 2019 and, unless earlier terminated in accordance with Section 8.5 or 8.6 of the Agreement, shall thereafter automatically renew for up to three (3) successive month-to-month terms ending October 31, 2019.
4. **Same Terms and Conditions.** Except as modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.
5. **Corporate Authority.** The persons executing this Amendment Three on behalf of the Parties hereto warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this Amendment Three the parties are formally bound by the provisions of this Amendment Three.

[SIGNATURES ON FOLLOWING PAGE]

**ORANGE COUNTY FIRE AUTHORITY  
AMENDMENT NUMBER THREE  
TO PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Three to be executed on the date(s) indicated below.

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

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

By: \_\_\_\_\_  
Debbie Casper, C.P.M., CPPB  
Purchasing & Materials Manager

**APPROVED AS TO FORM.**

By:  \_\_\_\_\_  
DAVID E. KENDIG  
GENERAL COUNSEL

**ATTEST:**

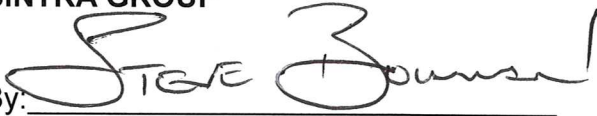
\_\_\_\_\_  
Sherry A.F. Wentz  
Clerk of the Authority

Date: 5/15/19 \_\_\_\_\_

**"FIRM"**

**SINTRA GROUP**

Date: 05/08/2019 \_\_\_\_\_

By:  \_\_\_\_\_  
Steve Bowman  
Owner