



# 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, March 22, 2018

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 Chaplain Robert Benoun

**PLEDGE OF ALLEGIANCE** by Director Ta

### ROLL CALL

### 1. PRESENTATIONS

No items.

## REPORT FROM THE BUDGET AND FINANCE 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.

### CLOSED SESSION

No items.

## 2. MINUTES

### A. Minutes from the February 22, 2018, 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: Tricia Jakubiak, Treasurer

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

Recommended Action:

Receive and file the reports.

### B. Write-off for Uncollectible Account – Medix Ambulance Services

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

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

Recommended Action:

Approve the write-off of \$68,921.73 as a one-time adjustment for uncollectible accounts due from Medix Ambulance Services.



**C. Salary Range Adjustment for Assistant Fire Marshal Classification**

Submitted by: Brigitte Gibb, Director/Human Resources

Recommended Actions:

1. Adopt revised salary range for Assistant Fire Marshal to correct internal salary compression issues in the fire prevention series.
2. Direct staff to increase FY 2017/18 appropriations in General Fund 121 by \$7,153.

**D. Blanket Order Contract Increase and Extension for Medical Laboratory Testing Services**

Submitted by: Brian Young, Assistant Chief/Operations Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to increase the current contract with Agathos Laboratories, Inc. for medical laboratory testing services by \$40,000 for a new total not to exceed \$132,000.
2. Approve and authorize the Purchasing Manager to renew the contract for an additional three years, so long as the annual amount doesn't exceed \$132,000 annually (\$396,000) during the three-year period).

**E. Blanket Order Contract Increase for Helicopter Maintenance and Repair Services and Special Procurement for Super Huey Modifications**

Submitted by: Brian Young, Assistant Chief/Operations Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to issue a one-time increase to the blanket order contract with RSI in the amount of \$631,500 (from \$150,000 to \$781,500) for the current contract ending November 30, 2018.
2. Approve and authorize the Purchasing Manager to extend the contract up to four years at \$300,000 per year with annual increases not to exceed 3% or the percentage increase in the U.S. Department of Labor Consumer Price Index for All Urban Consumers, Services, in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower.
3. Approve and authorize the Purchasing Manager to increase purchase order P0011106 to RSI by \$51,940 (from \$27,832 to \$79,772) for additional repairs required to complete the HC1 main rotor blade repairs.

**F. Cooperative Contract for Information Technology Staff Augmentation Services**

Submitted by: Dave Anderson, Acting Fire Chief

Recommended Action:

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Computer Aid, Inc. for staff augmentation services for a two-year term at an amount not to exceed \$1,257,412.

**G. This Agenda Item Number Intentionally Not Used.**

**H. Sole Source Contract Amendment with FATPOT Technologies, LLC and Increase for the Regional CAD2CAD System Upgrade Project**

Submitted by Dave Anderson, Acting Fire Chief

Recommended Actions:

1. Approve and authorize the Purchasing Manager to Execute Change Order No. 1 to the FATPOT Software License and Services Agreement to upgrade to the Regional Next Generation CAD2CAD system and allow FATPOT to act as OCFA's agent to define, administer, and enter into CAD System Adapter Agreement(s) with Cooperating Agencies and third-party system providers to implement the project as necessary.
2. Approve and authorize the Purchasing Manager to increase the current sole source contract amount of \$196,900 (\$179,000 + \$17,900 contingency budget) with FATPOT by \$125,843 for a new not to exceed total of \$322,743 for additional services as specified in Change Order No. 1.

**I. Sole Source Request with TriTech Software Systems for the Regional CAD2CAD System Upgrade Project**

Submitted by Dave Anderson, Acting Fire Chief

Recommended Action:

Approve and authorize the Purchasing Manager to issue a sole source contract to TriTech Software Systems in the amount of \$120,453.50 to upgrade and replace the current CAD System Adapter (Interface) including testing, training, and first year of support and maintenance.

**J. Sole Source Fire Station Alerting System Replacement for Fire Stations 63 (Buena Park) and 66 (Westminster)**

Submitted by Dave Anderson, Acting Fire Chief

Recommended Actions:

1. Approve and authorize the Purchasing Manager to issue sole source contracts to Westnet for the replacement of the fire station alerting systems at OCFA Fire Stations 63 and 66 in the amount of \$124,515.
2. Approve and authorize the addition of a 10% contingency (\$12,451) to the contract for additional services that may be required during the replacements with the stipulation that the Board Chair and Vice Chair will be notified before commitment of any contingency funds is made.
3. Approve and authorize the Purchasing Manager to extend and increase the annual maintenance contract with Westnet for up to five years based on the proposed pricing schedule with the ability to increase the annual amount as additional equipment is added to the stations so long as the increase doesn't exceed \$150,000 for the proposed annual pricing schedule.

## **END OF CONSENT CALENDAR**

### **4. DISCUSSION CALENDAR**

No items.

### **COMMITTEE MEMBER COMMENTS**

### **CLOSED SESSION**

No items.

## **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 Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 16<sup>th</sup> day of March 2018.

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

### **UPCOMING MEETINGS:**

Budget and Finance Committee Meeting

Wednesday, April 11, 2018, 12 noon

Claims Settlement Committee Meeting

Thursday, April 26, 2018, 5:00 p.m.

Executive Committee Meeting

Thursday, April 26, 2018, 5:30 p.m.

Board of Directors Meeting

Thursday, April 26, 2018, 6:00 p.m.

# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Executive Committee Regular Meeting  
Thursday, February 22, 2018  
5:30 P.M.**

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

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## **CALL TO ORDER**

Chair Sachs called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:32 p.m. on February 22, 2018.

## **INVOCATION**

Chaplain Harry Robinson offered the invocation.

## **PLEDGE OF ALLEGIANCE**

Director Hatch 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  
Dave Shawver, Stanton  
Todd Spitzer, County of Orange  
Tri Ta, Westminster

**Absent:** Elizabeth Swift, Buena Park

## **Also present were:**

Interim Fire Chief Patrick McIntosh	Assistant Chief Dave Anderson
Assistant Chief Mike Schroeder	Assistant Chief Lori Smith
Assistant Chief Brian Young	Human Resources Director Brigette Gibb
General Counsel David Kendig	Clerk of the Authority Sherry Wentz

## **1. PRESENTATIONS**

No items.

**REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR (F: 12.02A6)**

Director Hatch on behalf of Human Resources Chair Murray reported at the February 6, 2018, meeting the Committee received updates on Employment Law and Forced Overtime Staffing, and received and filed the reports FY 2017/18 Second Quarter Human Resources Domain Objectives and RFP for Psychological Assessment Services. The Committee voted unanimously to send the RFP's for Firefighter Wellness & Fitness (WEFIT) Services and Occupational Medical Services to the Executive Committee for approval of the recommended actions, and the Policy for Processing Complaints Against the Fire Chief to the Board of Directors with the recommendation to adopt the policy. Elections were held for the Human Resources Chair and Vice Chair, voting by acclamation Vice Chair Murray as Chair, and Director Johnson Vice Chair for the ensuing term.

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

Budget and Finance Committee Chair Muller reported at the February 14, 2018, meeting, the Committee voted unanimously to send the Monthly Investment Reports and the Second Quarter Financial Newsletter to the Executive Committee for approval. Elections were held for the Budget and Finance Chair and Vice Chair, voting by acclamation Director Hasselbrink as Vice Chair and myself, Joe Muller as Chair for the ensuing term.

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

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

**CLOSED SESSION**

No items.

**2. MINUTES****A. Minutes from the January 25, 2018, Regular Executive Committee Meeting  
(F: 12.02A2)**

On motion of Director Ta and second by Director Shawver, the Executive Committee voted unanimously by those present to approve the regular Minutes as submitted. Director Spitzer was recorded as an abstention due to his absence from the meeting.

### **3. CONSENT CALENDAR (Agenda Item No. 3C was pulled for separate consideration)**

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

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

#### **B. Second Quarter Financial Newsletter (F: 15.07)**

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

#### **C. Award of RFP SC2194 Firefighter Wellness & Fitness (WEFIT) Services and RFP DC2193 for Occupational Medical Services (F: 17.17A/17.26)**

Director Spitzer pulled this item suggesting the two contracts should be under separate consideration.

Brief discussion ensued.

On motion of Director Spitzer and second by Director Shawver, the Executive Committee voted unanimously by those present to:

1. Approve award of RFP DC2193 to UCI and authorize the Purchasing Manager to execute the proposed Professional Services Agreement for occupational medical services for a three-year term in an amount not to exceed \$900,000 (\$300,000 annually).
2. Authorized staff to renegotiate preferably a month to month Professional Services Agreement for up to six months with Hoag Executive Health and authorize the Purchasing Manager to execute the proposed Professional Services Agreement for WEFIT services.
3. Authorized staff to provide a data correlation study by the end of six months on the effectiveness of the WEFIT program.

#### **D. Special Procurement for Professional Engineering Services for Fire Station 42 Stabilization (F: 19.07C42)**

On motion of Director Shawver and second by Director Hatch, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement in the amount of \$55,738 with VO Engineering.

**E. Sole Source Blanket Order Extension for Fire Training Equipment Maintenance and Support (F: 19.07B16)**

On motion of Director Shawver and second by Director Hatch, the Executive Committee voted unanimously by those present to:

1. Approve and authorize the Purchasing Manager to increase the current sole source blanket order with Kidde Fire Trainers by \$1,034 (from \$34,479 to \$35,513) for the current contract year.
2. Approve and authorize the Purchasing Manager to extend the sole source contract for one additional and final year at the increased amount of \$36,578.

**F. Sole Source Blanket Order Increase for International Truck Parts, Maintenance, and Repair (F: 19.09)**

On motion of Director Shawver and second by Director Hatch, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to increase the sole source contract with Westrux International by \$35,000 (from \$35,000 to \$70,000) for the current contract ending May 31, 2018.

**G. Sole Source Purchase of Motorola 800MHz Portable Radio Battery Chargers Utilizing County of Orange Agreement #MA-060-15011560 (F: 18.04A)**

On motion of Director Shawver and second by Director Hatch, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to issue a sole source purchase order to Motorola Solutions, Inc. for the purchase of in-vehicle, single unit, and multi-unit battery chargers in an amount not to exceed \$283,851 including shipping and sales tax.

**END OF CONSENT CALENDAR**

**4. DISCUSSION CALENDAR**

No items.

**COMMITTEE MEMBER COMMENTS**

The Executive Committee Members offered no comments.

**CLOSED SESSION**

No items.

ADJOURNMENT – Chair Sachs adjourned the meeting at 6:05 p.m. The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, March 22, 2018.

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





Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
March 22, 2018

Agenda Item No. 3A  
Consent Calendar

**Monthly Investment Reports**

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**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 March 14, 2018, 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 January 31, 2018. A preliminary investment report as of February 23, 2018, is also provided as the most complete report that was available at the time this agenda item was prepared.

**Attachment(s)**

Final Investment Report – January 2018/Preliminary Report – February 2018

# ***Orange County Fire Authority Monthly Investment Report***



***Final Report – January 2018***

***Preliminary Report – February 2018***



## ***Monthly Investment Report Table of Contents***

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***Orange County Fire Authority***

***Final Investment Report***

***January 31, 2018***



## **EXECUTIVE SUMMARY**

### ***Portfolio Activity & Earnings***

During the month of January 2018, the size of the portfolio reversed and decreased by \$33.4 million to \$161.7 million. Significant receipts for the month included various apportionments of property taxes for a total of \$24.0 million and a cash contact payment along with other charges for current services and intergovernmental agency payments totaling \$5.7 million. Significant disbursements for the month included two biweekly payrolls which were approximately \$13.4 million each with related benefits. Significant disbursements also included a \$32.9 million payment to OCERS for the prepayment of the retirement cost for fiscal year 2018/19. Total January cash outflows amounted to approximately \$64.2 million. The portfolio's balance is expected to decrease further in the following month as there are no major receipts scheduled for February.

In January, the portfolio's yield to maturity (365-day equivalent) increased by 12 basis points to 1.32%. The effective rate of return, also rose by 12 basis points to 1.29% for the month and increased by 3 basis points to 1.12% for the fiscal year to date. The average maturity of the portfolio lengthened by 16 days to 101 days to maturity.

### ***Economic News***

The U.S. economy continued to grow in January 2018, albeit with mixed economic reports. Employment conditions strengthened further. There were a total of 200,000 new jobs created for the month, a stronger number than expected, and the unemployment rate stayed unchanged at a low rate of 4.1%. Consumer confidence measures remained high. However, retail sales unexpectedly declined in January. Both manufacturing and non-manufacturing sectors picked up more activity and continued expanding while durable goods orders and industrial production pulled back for the month. The CPI (Consumer Price Index) jumped by 0.5%, more than expected, causing some brief financial market reactions due to concerns of inflation pressure. Housing activity declined further in January, although it appeared to be temporary as housing demand stays strong.



**BENCHMARK COMPARISON AS OF JANUARY 31, 2018**

3 Month T-Bill: 1.43%

1 Year T-Bill: 1.80%

6 Month T-Bill: 1.62%

LAIF: 1.35%

OCFA Portfolio: 1.29%

**PORTFOLIO SIZE, YIELD, & DURATION**

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$161,668,906	\$195,078,136	\$168,999,058
Yield to Maturity (365 day)	1.32%	1.20%	0.76%
Effective Rate of Return	1.29%	1.17%	0.66%
Days to Maturity	101	85	83



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**January 31, 2018**

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	3,319,466.75	3,319,466.75	3,319,466.75	2.06	1	1	0.809	0.820
Federal Agency Coupon Securities	35,000,000.00	34,761,600.00	35,000,000.00	21.72	971	357	1.223	1.240
Federal Agency Disc. -Amortizing	45,000,000.00	44,882,460.00	44,888,780.00	27.85	98	64	1.360	1.378
Treasury Discounts -Amortizing	15,000,000.00	14,966,250.00	14,967,782.50	9.29	94	57	1.331	1.349
Local Agency Investment Funds	63,000,000.00	62,879,892.33	63,000,000.00	39.09	1	1	1.332	1.350
<b>Investments</b>	<b>161,319,466.75</b>	<b>160,809,669.08</b>	<b>161,176,029.25</b>	<b>100.00%</b>	<b>247</b>	<b>101</b>	<b>1.305</b>	<b>1.323</b>
<hr/>								
<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	698,880.99	698,880.99	698,880.99		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>162,018,347.74</b>	<b>161,508,550.07</b>	<b>161,874,910.24</b>		<b>247</b>	<b>101</b>	<b>1.305</b>	<b>1.323</b>

Total Earnings	January 31 Month Ending	Fiscal Year To Date
Current Year	197,975.64	1,004,573.76
<b>Average Daily Balance</b>	<b>180,004,439.62</b>	<b>152,069,835.36</b>
<b>Effective Rate of Return</b>	<b>1.29%</b>	<b>1.12%</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, 2018. 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

2/2/18

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

Book Value of Cash & Investments before GASB 31 (Above)

\$ 161,874,910.24

GASB 31 Adjustment to Books (See Note 3 on page 9)

\$ (206,003.82)

Total

\$ 161,668,906.42

# ORANGE COUNTY FIRE AUTHORITY

## Portfolio Management

### Portfolio Details - Investments

January 31, 2018

(See Note 1 on page 9)

(See Note 2 on page 9)

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			3,319,466.75	3,319,466.75	3,319,466.75	0.820	0.820	1	
<b>Subtotal and Average</b>			<b>9,955,765.33</b>		<b>3,319,466.75</b>	<b>3,319,466.75</b>	<b>3,319,466.75</b>		<b>0.820</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EFJP3	869	Federal Farm Credit Bank (Callable Anytime)		10/15/2015	10,000,000.00	9,945,800.00	10,000,000.00	1.100	1.054	256	10/15/2018
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,898,150.00	7,000,000.00	1.180	1.375	546	08/01/2019
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,995,950.00	9,000,000.00	1.100	1.065	50	03/23/2018
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,921,700.00	9,000,000.00	1.625	1.518	631	10/25/2019
<b>Subtotal and Average</b>			<b>35,000,000.00</b>		<b>35,000,000.00</b>	<b>34,761,600.00</b>	<b>35,000,000.00</b>		<b>1.240</b>	<b>357</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313589SW4	928	Fed Natl Mtg Assoc		12/20/2017	9,000,000.00	8,997,390.00	8,997,520.00	1.240	1.277	8	02/09/2018
313589TL7	929	Fed Natl Mtg Assoc		12/20/2017	9,000,000.00	8,992,890.00	8,993,070.00	1.260	1.298	22	02/23/2018
313385VE3	931	Fed Home Loan Bank		12/20/2017	9,000,000.00	8,977,320.00	8,978,720.00	1.330	1.373	64	04/06/2018
313385WY8	933	Fed Home Loan Bank		01/11/2018	9,000,000.00	8,961,030.00	8,962,370.00	1.420	1.467	106	05/18/2018
313385XN1	934	Fed Home Loan Bank		01/11/2018	9,000,000.00	8,953,830.00	8,957,100.00	1.430	1.478	120	06/01/2018
<b>Subtotal and Average</b>			<b>53,859,636.85</b>		<b>45,000,000.00</b>	<b>44,882,480.00</b>	<b>44,888,780.00</b>		<b>1.378</b>	<b>64</b>	
<b>Treasury Discounts -Amortizing</b>											
912796NU9	930	US Treasury Bill		12/20/2017	9,000,000.00	8,988,210.00	8,988,712.50	1.290	1.312	35	03/08/2018
912796PC7	932	US Treasury Bill		01/04/2018	6,000,000.00	5,978,040.00	5,979,070.00	1.380	1.406	91	05/03/2018
<b>Subtotal and Average</b>			<b>16,961,804.68</b>		<b>15,000,000.00</b>	<b>14,966,250.00</b>	<b>14,967,782.50</b>		<b>1.349</b>	<b>57</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			63,000,000.00	62,879,892.33	63,000,000.00	1.350	1.350	1	
<b>Subtotal and Average</b>			<b>64,227,232.76</b>		<b>63,000,000.00</b>	<b>62,879,892.33</b>	<b>63,000,000.00</b>		<b>1.350</b>	<b>1</b>	
<b>Total and Average</b>			<b>180,004,439.62</b>		<b>161,319,466.75</b>	<b>160,809,669.08</b>	<b>161,176,029.25</b>		<b>1.323</b>	<b>101</b>	



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**January 31, 2018**

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		07/01/2017	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2017	678,880.99	678,880.99	678,880.99		0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>1</b>
<b>Total Cash and Investments</b>			<b>180,004,439.62</b>		<b>162,018,347.74</b>	<b>161,508,550.07</b>	<b>161,874,910.24</b>		<b>1.323</b>	<b>101</b>

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



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of February 1, 2018**

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	( 02/01/2018 - 02/01/2018 )	4 Maturities	0 Payments	67,018,347.74	41.40%	67,018,347.74	66,898,240.07
Aging Interval: 1 - 30 days	( 02/02/2018 - 03/03/2018 )	2 Maturities	0 Payments	18,000,000.00	11.11%	17,990,590.00	17,990,280.00
Aging Interval: 31 - 60 days	( 03/04/2018 - 04/02/2018 )	2 Maturities	0 Payments	18,000,000.00	11.11%	17,988,712.50	17,984,160.00
Aging Interval: 61 - 91 days	( 04/03/2018 - 05/03/2018 )	2 Maturities	0 Payments	15,000,000.00	9.24%	14,957,790.00	14,955,360.00
Aging Interval: 92 - 121 days	( 05/04/2018 - 06/02/2018 )	2 Maturities	0 Payments	18,000,000.00	11.07%	17,919,470.00	17,914,860.00
Aging Interval: 122 - 152 days	( 06/03/2018 - 07/03/2018 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 - 183 days	( 07/04/2018 - 08/03/2018 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	( 08/04/2018 - 11/02/2018 )	1 Maturities	0 Payments	10,000,000.00	6.18%	10,000,000.00	9,945,800.00
Aging Interval: 275 - 365 days	( 11/03/2018 - 02/01/2019 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	( 02/02/2019 - 01/31/2021 )	2 Maturities	0 Payments	16,000,000.00	9.88%	16,000,000.00	15,819,850.00
Aging Interval: 1096 days and after	( 02/01/2021 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		15 Investments	0 Payments		100.00	161,874,910.24	161,508,550.07



**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, 2017 includes a decrease of (\$68,353) to the LAIF investment and a decrease of (\$137,651) 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 January 31, 2018, OCFA has \$63,000,000 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 December 31, 2017 is 0.998093529. When applied to OCFA's LAIF investment, the fair value is \$62,879,892 or (\$120,108) below cost. Although the fair value of the LAIF investment is lower 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 January 31, 2018 is included on the following page.





Fair Value Including Accrued Interest	\$	78,625,146,996.37
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***Orange County Fire Authority***

***Preliminary Investment Report***

***February 23, 2018***



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**February 23, 2018**

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	4,004,317.14	4,004,317.14	4,004,317.14	2.82	1	1	0.809	0.820
Federal Agency Coupon Securities	35,000,000.00	34,758,390.00	35,000,000.00	24.66	971	334	1.223	1.240
Federal Agency Disc. -Amortizing	27,000,000.00	26,909,550.00	26,922,225.00	18.97	125	74	1.420	1.439
Treasury Discounts -Amortizing	15,000,000.00	14,979,660.00	14,980,490.00	10.56	94	34	1.331	1.349
Local Agency Investment Funds	61,000,000.00	60,883,705.27	61,000,000.00	42.99	1	1	1.332	1.350
<b>Investments</b>	<b>142,004,317.14</b>	<b>141,535,622.41</b>	<b>141,907,032.14</b>	<b>100.00%</b>	<b>274</b>	<b>101</b>	<b>1.307</b>	<b>1.325</b>

(See Note 4 on page 18)

<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	-76,881.41	-76,881.41	-76,881.41		0	0	0.000	0.000
<b>Total Cash and Investments</b>	<b>141,927,435.73</b>	<b>141,458,741.00</b>	<b>141,830,150.73</b>		<b>274</b>	<b>101</b>	<b>1.307</b>	<b>1.325</b>

Total Earnings	February 23 Month Ending	Fiscal Year To Date
Current Year	129,183.22	1,133,756.98
<b>Average Daily Balance</b>	<b>156,233,620.55</b>	<b>152,472,217.96</b>
<b>Effective Rate of Return</b>	<b>1.31%</b>	<b>1.14%</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, 2018. 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

3/1/18

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

Book Value of Cash & Investments before GASB 31 (Above)	\$ 141,830,150.73
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ (206,003.82)
<b>Total</b>	<b>\$ 141,624,146.91</b>



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**February 23, 2018**

(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>											
(See Note 4 on page 18)											
SYS528	528	Federated Treasury Obligations			4,004,317.14	4,004,317.14	4,004,317.14	0.820	0.820	1	
<b>Subtotal and Average</b>			<b>5,569,410.44</b>		<b>4,004,317.14</b>	<b>4,004,317.14</b>	<b>4,004,317.14</b>		<b>0.820</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EFJP3	869	Federal Farm Credit Bank (Callable Anytime)		10/15/2015	10,000,000.00	9,945,800.00	10,000,000.00	1.100	1.054	233	10/15/2018
3133EGPD1	921	Federal Farm Credit Bank (Callable Anytime)		04/20/2017	7,000,000.00	6,897,100.00	7,000,000.00	1.180	1.375	523	08/01/2019
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,998,020.00	9,000,000.00	1.100	1.065	27	03/23/2018
3134GBHT2	922	Fed Home Loan Mtg Corp		04/25/2017	9,000,000.00	8,917,470.00	9,000,000.00	1.625	1.518	608	10/25/2019
<b>Subtotal and Average</b>			<b>35,000,000.00</b>		<b>35,000,000.00</b>	<b>34,758,390.00</b>	<b>35,000,000.00</b>		<b>1.240</b>	<b>334</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313385VE3	931	Fed Home Loan Bank		12/20/2017	9,000,000.00	8,984,430.00	8,986,367.50	1.330	1.373	41	04/06/2018
313385WY8	933	Fed Home Loan Bank		01/11/2018	9,000,000.00	8,966,160.00	8,970,535.00	1.420	1.467	83	05/18/2018
313385XN1	934	Fed Home Loan Bank		01/11/2018	9,000,000.00	8,958,960.00	8,965,322.50	1.430	1.478	97	06/01/2018
<b>Subtotal and Average</b>			<b>38,646,319.35</b>		<b>27,000,000.00</b>	<b>26,909,550.00</b>	<b>26,922,225.00</b>		<b>1.439</b>	<b>74</b>	
<b>Treasury Discounts -Amortizing</b>											
912796NU9	930	US Treasury Bill		12/20/2017	9,000,000.00	8,996,760.00	8,996,130.00	1.290	1.312	12	03/08/2018
912796PC7	932	US Treasury Bill		01/04/2018	6,000,000.00	5,982,900.00	5,984,360.00	1.380	1.406	68	05/03/2018
<b>Subtotal and Average</b>			<b>14,974,412.50</b>		<b>15,000,000.00</b>	<b>14,979,660.00</b>	<b>14,980,490.00</b>		<b>1.349</b>	<b>34</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			61,000,000.00	60,883,705.27	61,000,000.00	1.350	1.350	1	
<b>Subtotal and Average</b>			<b>62,043,478.26</b>		<b>61,000,000.00</b>	<b>60,883,705.27</b>	<b>61,000,000.00</b>		<b>1.350</b>	<b>1</b>	
<b>Total and Average</b>			<b>156,233,620.55</b>		<b>142,004,317.14</b>	<b>141,535,622.41</b>	<b>141,907,032.14</b>		<b>1.325</b>	<b>101</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**February 23, 2018**

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		07/01/2017	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2017	-96,881.41	-96,881.41	-96,881.41	(See Note 4 on page 18)	0.000	1
		<b>Average Balance</b>	<b>0.00</b>							<b>0</b>
<b>Total Cash and Investments</b>			<b>156,233,620.55</b>		<b>141,927,435.73</b>	<b>141,458,741.00</b>	<b>141,830,150.73</b>		<b>1.325</b>	<b>101</b>

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**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of February 24, 2018**

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	( 02/24/2018 - 02/24/2018 )	4 Maturities	0 Payments	64,927,435.73	45.78%	64,927,435.73	64,811,141.00
Aging Interval:	1 - 30 days	( 02/25/2018 - 03/26/2018 )	2 Maturities	0 Payments	18,000,000.00	12.69%	17,996,130.00	17,994,780.00
Aging Interval:	31 - 60 days	( 03/27/2018 - 04/25/2018 )	1 Maturities	0 Payments	9,000,000.00	6.34%	8,986,367.50	8,984,430.00
Aging Interval:	61 - 91 days	( 04/26/2018 - 05/26/2018 )	2 Maturities	0 Payments	15,000,000.00	10.54%	14,954,895.00	14,949,060.00
Aging Interval:	92 - 121 days	( 05/27/2018 - 06/25/2018 )	1 Maturities	0 Payments	9,000,000.00	6.32%	8,965,322.50	8,958,960.00
Aging Interval:	122 - 152 days	( 06/26/2018 - 07/26/2018 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	( 07/27/2018 - 08/26/2018 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	( 08/27/2018 - 11/25/2018 )	1 Maturities	0 Payments	10,000,000.00	7.05%	10,000,000.00	9,945,800.00
Aging Interval:	275 - 365 days	( 11/26/2018 - 02/24/2019 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	( 02/25/2019 - 02/23/2021 )	2 Maturities	0 Payments	16,000,000.00	11.28%	16,000,000.00	15,814,570.00
Aging Interval:	1096 days and after	( 02/24/2021 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			13 Investments	0 Payments		100.00	141,830,150.73	141,458,741.00



**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, 2017 includes a decrease of (\$68,353) to the LAIF investment and a decrease of (\$137,651) 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 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**  
**March 22, 2018**

**Agenda Item No. 3B**  
**Consent Calendar**

**Write-off for Uncollectible Account – Medix Ambulance Services**

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**Contact(s) for Further Information**

Lori Zeller, Assistant Chief [lorizeller@ocfa.org](mailto:lorizeller@ocfa.org) 714.573.6020  
Business Services Department

Jim Ruane, Finance Manager/Auditor [jimruane@ocfa.org](mailto:jimruane@ocfa.org) 714.573.6304

**Summary**

This item is submitted to request approval to write-off \$68,921.73 of uncollectible and outstanding accounts receivable due to the OCFA from Medix Ambulance Services.

**Prior Board/Committee Action**

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

At its regular March 14, 2018, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Approve the write-off of \$68,921.73 as a one-time adjustment for uncollectible accounts due from Medix Ambulance Services.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

This account was previously setup as an allowance for uncollectible amounts at 100% of the outstanding amount; therefore, this action will have no further financial impact to OCFA.

**Background**

In February 2014, Medix Ambulance Services relinquished its 911 emergency ambulance transportation for the City of Mission Viejo, which was the last 911 emergency ambulance jurisdiction that Medix had served in Orange County prior to discontinuing the business altogether.

At the time Medix stopped providing service to the City of Mission Viejo, there was an outstanding balance due to OCFA for Advanced Life Support (ALS) reimbursements of \$68,921.73. Staff attempted to work with Medix to develop a repayment plan, without success. An allowance for uncollectible accounts was established, and staff attempted to send the uncollectible account to a collection agency. Shortly after Medix stopped providing service to the city, Medix initiated a lawsuit against OCFA. Due to the pending litigation, the collection agency was unable to accept the account.

OCFA has prevailed in the lawsuit, and as of January 26, 2018, the timeframe for Medix to appeal has been exhausted. Now that the threat of litigation has ended, and consistent with the OCFA Roles/Responsibilities/Authorities matrix, staff is recommending write-off of the outstanding uncollectible account.

**Attachment(s)**

None.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
March 22, 2018

Agenda Item No. 3C  
Consent Calendar

**Salary Range Adjustment for  
Assistant Fire Marshal Classification**

**Contact(s) for Further Information**

Brigette Gibb, Human Resources Director [brigettegibb@ocfa.org](mailto:brigettegibb@ocfa.org) 714.573.6353  
Lori Smith, Assistant Chief/Fire Marshal [lorismith@ocfa.org](mailto:lorismith@ocfa.org) 714.573.6016  
Community Risk Reduction Department

**Summary**

This agenda item seeks approval to adjust the salary range for the Assistant Fire Marshal classification.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

1. Adopt the revised salary range for Assistant Fire Marshal to correct internal salary compression issues in the fire prevention series.
2. Direct staff to increase FY 2017/18 appropriations in General Fund 121 by \$7,153.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

The salary of seven Assistant Fire Marshal incumbents will need to be adjusted from Step 12 (\$54.62) of the current Assistant Fire Marshal salary range to Step 10 (\$56.07) of the proposed salary range. The FY 2017/18 impact will not exceed \$7,153.

**Background**

Classifications are often grouped in an occupational series. The fire prevention occupational series in the Community Risk Reduction (CRR) Department currently has eight levels, which begins with entry-level classifications and progresses to the classification responsible for managing the day-to-day operations of a section in the CRR Department.

Fire Prevention Series Level	Title	Role
1	Fire Prevention Services Specialist	Entry-level
2	Fire Prevention Trainee	Trainee
3	Fire Prevention Specialist	Journey-level
4	Senior Fire Prevention Specialist	Advanced Journey-level
5	Fire Prevention Analyst	Analyst-level
6	Assistant Fire Marshal	Supervisory-level
7	Fire Safety Engineer	Professional-level
8	Deputy Fire Marshal	Manager-level

When the Fire Prevention Analyst classification was created in 2002, the classification became the fifth-level in the eight-level occupational series, and was inserted between the Senior Fire Prevention Specialist and Assistant Fire Marshal classifications. An unintended consequence of introducing this classification into the series was internal salary compression, whereby employees in the lower-level classification (Fire Prevention Analyst) were paid almost as much as their colleagues in the higher-level, supervisory classification (Assistant Fire Marshal). The current midpoint differential between the two classifications is only 2.69%, however, standard salary setting guidelines recommend a 10% differential between levels in a series.

In order to address career progression and retention concerns arising from internal salary compression issues, CPS HR Consulting (CPS) was retained to conduct an internal equity review of the fire prevention series within the CRR Department. The review commenced in November 2017 and included a high level overview of the fire prevention classifications assigned to the series within the Orange County Fire Authority's Classification Salary Table, and determined whether there were discernable patterns of pay inequities among the classifications within the series.

Based on the results of the study, CPS and HR recommend that the Assistant Fire Marshal salary range be increased 8.36%, which will correct the internal salary compression issue between these two classifications. The proposed salary range (below) will also establish a salary structure that is internally equitable.

	<b>Minimum Hourly Salary</b> <i>(Step 1)</i>	<b>Maximum Hourly Salary</b> <i>(Step 12)</i>
Current	\$40.53	\$54.62
<b>Proposed (8.36% Increase)</b>	<b>\$43.92</b>	<b>\$59.19</b>

**Attachment(s)**

Assistant Fire Marshal Classification Specification



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Assistant Fire Marshal**

**REPORTS TO: Deputy Fire Marshal**

**FLSA: Non-Exempt**

**SUPERVISES: Varies**

**CLASS CODE: 0160**

**DEPARTMENT: Fire Prevention**

### **CLASS SUMMARY:**

Incumbents are responsible for supervising and coordinating the day-to-day operations of an assigned section. Incumbents may be assigned to the Planning and Development, Hazardous Materials Services, or the Inspection Services sections.

### **DISTINGUISHING CHARACTERISTICS:**

The Assistant Fire Marshal is the sixth level in an eight level fire prevention series. The Assistant Fire Marshal is distinguished from the Senior Fire Prevention Specialist by its supervisory responsibilities. The Assistant Fire Marshal is distinguished from the Deputy Fire Marshal, which has managerial responsibility for day-to-day operations for an assigned section in the Fire Prevention Department.

**ESSENTIAL FUNCTIONS:** (These duties are intended to be representative sample of the duties performed by the class.)

Supervise employees to include: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; and making hiring, termination and disciplinary recommendations.

Participate in developing and implementing section goals and objectives.

Prepare and maintain a variety of reports and information related to section operations and the appeals process.

Serve as a liaison with other section managers, partner jurisdictions, the general public, and/or other interested parties.

Conduct quality control of operations.

Analyze proposals for alternate methods of compliance for equivalency with code intent and recommend acceptance or denial.

Assist the public and other employees with technical inquiries related to plan review, hazardous materials, and/or inspections.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Assistant Fire Marshal

Pursue legal remedy for non-compliance, including issuance of pre-citation notices, preparation of legal complaints, and testifying in court.

Attend a variety of continuing education classes, seminars, and/or meetings in an effort to remain current on applicable codes, regulations, policies, and procedures.

Develop, conduct, and oversee public outreach and training sessions.

Participate in special projects related to fire prevention activities.

Perform other duties of a similar nature or level.

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### **POSITION SPECIFIC RESPONSIBILITIES MIGHT INCLUDE:**

Positions assigned to Planning and Development Services Section may be responsible for:

- Develop code amendments and participate in the code adoption process with stakeholders and partner agencies;
- Implement and oversee the outsource consultant plan review program;
- Write technical guidelines, bulletins, and interpretations.

Positions assigned to Hazardous Materials Services Section may be responsible for:

- Participate in the administration, validation, and monitoring of the annual billing process;
- Coordinate hazards analysis and assessments;
- Review and approve chemical classification documents.

Positions assigned to Inspection Services Section may be responsible for:

- Coordinate staffing, permitting, scheduling, and other similar activities related to the periodic inspection program and special events;
  - Oversee follow-up on public complaints;
  - Oversee and implement the development of procedures and handbooks for fire inspections.
  - Supervise daily activities of Prevention Support staff, including data entry for the fire prevention automated system.
- 

### **MINIMUM QUALIFICATIONS:**

#### **EDUCATION AND EXPERIENCE (position requirements at entry):**

Associate's Degree and four years of progressively responsible experience related to hazardous materials, plan review, and/or inspection experience; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above. BS or BA and experience in supervision are desirable.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### Job Title: Assistant Fire Marshal

#### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

- Valid California Driver's License;
- Penal Code 832 Certification.

#### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Supervisory principles;
- Principles and practices of staff development and progressive discipline;
- Inspection and/or plan review practices;
- Chemical properties and their hazards;
- Applicable federal, state, and local laws, codes, and regulations;
- Report writing methods;
- Mathematical concepts;
- Customer service principles.

#### **SKILLS (position requirements at entry):**

Skill in:

- Monitoring and evaluating employees;
  - Prioritizing and assigning work;
  - Using computers and applicable software applications;
  - Analyze, interpret, and apply applicable federal, state, and/or local laws, rules, and regulations;
  - Performing mathematical calculations;
  - Negotiating problem resolutions;
  - Handling multiple tasks simultaneously;
  - Maintaining records;
  - Evaluating alternative means and methods to meet the intent of applicable codes;
  - Conducting presentations;
  - Recognizing fire and life safety code violations and hazards;
  - Reading plans and blueprints;
  - Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.
-



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

**Job Title: Assistant Fire Marshal**

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### **PHYSICAL REQUIREMENTS:**

Positions in this class typically require: balancing, crouching, crawling, climbing, reaching, standing, walking, driving, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

**Light Work:** Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

### **WORKING CONDITIONS:**

Incumbents may be subjected to moving mechanical parts, electrical currents, vibrations, fumes, dusts, gases, poor ventilation, chemicals, extreme temperatures, inadequate lighting, work space restrictions, intense noises and travel.

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### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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### **Classification History:**

Draft prepared by Fox Lawson and Associates LLC (LM), Date: 9/01

Final prepared by OCFA, Date: 10/01

Human Resources Director Review:

Zenovy Jakymiw \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors, Date: 11/01

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Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
March 22, 2018

Agenda Item No. 3D  
Consent Calendar

**Blanket Order Contract Increase and Extension  
for Medical Laboratory Testing Services**

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**Contact(s) for Further Information**

Brian Young, Assistant Chief  
Operations Department

[brianyoung@ocfa.org](mailto:brianyoung@ocfa.org)

714.573.6014

Kenny Dossey, Battalion Chief  
Emergency Medical Services

[kennydossey@ocfa.org](mailto:kennydossey@ocfa.org)

714.573.6071

**Summary**

This agenda item is submitted for the approval to increase and extend an existing contract with Agathos Laboratories, Inc. for annual Tuberculous (TB) tests in addition to other medical laboratory blood testing services.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

1. Approve and authorize the Purchasing Manager to increase the current contract with Agathos Laboratories, Inc. for medical laboratory testing services by \$40,000 for a new total not to exceed \$132,000.
2. Approve and authorize the Purchasing Manager to renew the contract for an additional three years, so long as the annual amount doesn't exceed \$132,000 annually (\$396,000 during the three-year period).

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for this contract amendment is included in the FY 2017/18 Mid-year Budget Adjustment in the General Fund, specifically in the Emergency Medical Services (EMS) Section's budget for services and supplies.

**Background**

On October 27, 2015, a request for proposal was issued to establish a contract for medical laboratory services. Two responsive proposals were received and the three-year contract was awarded to Agathos Laboratories, the top-ranked firm in the competitive process. During the first year of the contract, services were under \$100,000 annually and Executive Committee approval was not required.

In this second year of the contract, the combination of two academies with higher numbers of recruits have resulted in the current funding not being sufficient for the required testing. California Division of Occupational Safety and Health (better known as Cal/OSHA) aerosol transmissible disease regulations and the Centers for Disease Control (CDC) guidelines, require testing of healthcare workers (including EMS providers) for tuberculosis on hire and at least every 12 months. OCFA moved from skin testing to the more accurate blood test in 2015.

***Recommendation***

Staff is requesting approval from the Executive Committee to increase the current contract (through August 31, 2018) to \$132,000, and for approval to renew the contract for an additional three years, so long as the annual contract amount does not exceed \$132,000 annually (\$396,000 for the three-year period).

***Attachment(s)***

1. Original Professional Services Agreement (On file in the Office of the Clerk)
2. Amendment One to the Agreement (On file in the Office of the Clerk)
3. Proposed Amendment Two to the Agreement

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 20<sup>th</sup> day of September, 2016, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Agathos Laboratories, Inc., hereinafter referred to as "Firm".

**RECITALS**

WHEREAS, OCFA requires the services of a qualified firm to provide as-needed lab testing services, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA, a proposal dated November 27, 2015, in response to RFP DC2083, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; hereinafter collectively referred to as "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 the Firm's Proposal. The scope of services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP DC2083, dated November 27, 2015, (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto. Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Firm's Proposal and OCFA's RFP and/or 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 terms set forth in Exhibit "A". OCFA will be billed for actual blood tests performed. The not to exceed annual contract amount is \$75,000, with no minimum compensation guarantee pursuant to this contract.

#### **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 continue in full force and effect for one year, unless earlier terminated in accordance with Section 8.5 of this Agreement or extended by mutual written agreement of the parties.

### **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: Paul Momoh, PHD.

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 Debbie Casper, 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.**

The experience, knowledge, capability and reputation of Firm, its principals and employees, 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. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

## **5.4 Independent Contractor.**

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, perform the services required herein, except as otherwise set forth herein. Firm shall perform all services required herein as an independent Firm of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Firm shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCFA.

# **6. INSURANCE, INDEMNIFICATION AND BONDS**

## **6.1 Insurance.**

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Firm's performance under this agreement. All policies of public liability and property damage insurance shall be primary and any other insurance, deductible, or self-insurance maintained by 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. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Firm 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 require each of its subcontractors, if any, and each subcontractor's insurer, to do likewise under their workers' compensation insurance policies. All required insurance shall be kept in effect during the term of this Agreement

and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. OCFA's certificate evidencing the foregoing and designating OCFA, its officials, officers, employees, agents and volunteers as additional named insureds shall be delivered to and approved by OCFA prior to commencement of the services hereunder. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its Firms, officers and employees. The amount of insurance required hereunder shall include comprehensive general liability, personal injury and automobile liability with limits of at least one million dollars (\$1,000,000) combined single limit coverage per occurrence and professional liability coverage with limits of at least one million dollars (\$1,000,000). Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm's services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy.

In addition, Firm shall be responsible for causing any subcontractor providing work or services under this Agreement to procure and maintain the same types and amounts of insurance, and in compliance with the terms set forth in this Section, including but not limited to adding the OCFA, its officials, officers, employees, agents and volunteers as additional named insureds to their respective policies. Firm shall not allow any subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to OCFA that the subcontractor has secured all insurance required under this Section. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that each subcontractor's insurance coverage is provided and maintained in conformity with the requirements of this Section.

## **6.2 Indemnification.**

The Firm shall defend, indemnify and hold harmless OCFA, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, and for errors and omissions committed by Firm, its officers, employees, subcontractors or agents, arising out of or related to Firm's performance under this Agreement, except for such loss as may be caused by OCFA's own negligence or that of its officers or employees.

## **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. 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.**

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.

# **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 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 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.

To OCFA:

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

To Firm:

Agathos Laboratories, Inc.  
Attention: Paul Momoh, PHD., President  
5201 Great America Pkwy, Ste 320  
Santa Clara, CA 95054

**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.

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

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

Date: 9/20/16

By: Debbie Casper  
Debbie Casper, C.P.M., CPPB  
Purchasing & Materials Mgr.

**"FIRM"**

**AGATHOS LABORATORIES, INC.**

Date: 09/15/2016

By: Paul Momoh  
Paul Momoh, PHD, President

**EXHIBIT A**

**AGATHOS LABORATORIES, INC. PROPOSAL DATED NOVEMBER 27, 2015**

**REQUEST FOR PROPOSAL**

**TECHNICAL PROPOSAL FOR**

**MEDICAL LAB BLOOD TESTING SERVICES**



**ORANGE COUNTY FIRE AUTHORITY**

**RFP NUMBER: DC2083**

**DUE: DECEMBER 01, 2015 @ 11:00 AM PST**

**SUBMITTED TO:**

DEBBIE CASPER, CPM, CPPB  
PURCHASING & MATERIALS MANAGER  
ORANGE COUNTY FIRE AUTHORITY  
1 FIRE AUTHORITY ROAD BLDG. C  
IRVINE, CA 92602  
PHONE: 714-573-6641  
EMAIL: DEBBIECASPER@OCFA.ORG

**PREPARED BY:**

PAUL MOMOH, PHD.  
AGATHOS LABORATORIES, INC.  
5201 GREAT AMERICA PKWY  
STE 320  
SANTA CLARA, CA 95054  
408-730-6819 (OF) 408-246-5227 (FX)  
POMOMOH@AGATHOSLABS.COM



Debbie Casper, CPM, CPPB  
Purchasing & Materials Manager  
Orange County Fire Authority  
1 Fire Authority Road, Bldg. C  
Irvine, CA 92602  
Phone: 714-573-6641  
Email: debbiecasper@ocfa.org

Agathos Laboratories, Inc.  
5201 Great America Pkwy, Suite 320  
Santa Clara, CA 95054  
Phone: 408-730-6819; Fax: 408-246-5227  
Email: [pomomoh@agathoslabs.com](mailto:pomomoh@agathoslabs.com)  
Duns Number: 078358549  
EIN: 90-0785179

November 27, 2015

Re: Medical Lab Blood Testing Services; RFP #: DC2083

Dear Debbie Casper:

Thank you for the opportunity to submit a proposal for the referenced RFP. Agathos Laboratories, Inc. (ALI) and its' subcontractors have been in the routine and esoteric medical testing services business for over 10 years. Some of our clients include: the Federal Bureau of Prisons - Florence Federal Correctional Complex (FCC), Northwest Fire District (NFD), California Board of Chiropractic Examiners (BCE), Department of Defense (DOD) - Delaware National Guard, California Department of Corrections and Rehabilitation (CDCR), California Department of Public Health (CDPH). We are committed to excellence in the delivery and administration of laboratory testing and associated services. Virtually every aspect of our operations is examined through well-defined quality control and assessment procedures.

#### **OUR ADVANTAGE**

- We are uniquely familiar with, and well positioned to service the special needs of the Orange County Fire Authority based on our standing relationship with the Northwest Fire District in Tucson, AZ. The testing, scheduling, wait-time, results reporting and quality assurance needs of OCFA is virtually the same as those of NFD. We also service other clients that demand the very best in record privacy and security such as the Federal Bureau of Prisons - Florence Federal Correctional Complex (1,500 inmates; \$120,000.00/year contract), Good Samaritan Hospital, Eastern Virginia Medical School, and the California Department of Corrections and Rehabilitation. In all cases, our contracts have been renewed indicating "happy" clients.
- Unlike our competitors (large or small), we offer our clients not one but a multiple of major testing laboratory brands. All laboratories have their strengths and weaknesses so when you choose a single laboratory; you get all that comes with it - "the good, the bad, and the ugly." With Agathos Laboratories, Inc., you get labs such as: LabCorp, Quest Diagnostics, Redwood Toxicology, CRL and PAML. Given your articulated needs and location, we however recommend LabCorp as the primary testing laboratory for this contract.
- Single Contact Solution: Designated Account Manager in charge of ALL aspects of your account. So you call ONE phone number (or email address) for all your needs including: supplies, IT help, toxicology help, technical help and invoicing questions. Our competitors promise this but rarely or never deliver.



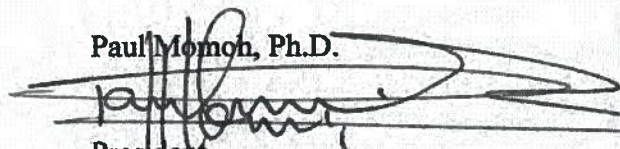
ALI is an independent company incorporated in the State of California (C-Corp), headquartered in Santa Clara, CA and operates nationwide. We are a certified Small Business (SB). Our business model is predicated on competition between major laboratories for the sole benefit of our clients. By choosing ALI, you get the best of laboratory services.

One or more of the following organizations certifies all of our partner-laboratories: College of American Pathologist (CAP); California Clinical Laboratory License (CLL); CLIA; COLA and SAMHSA. All subcontracted laboratories are nationally renowned for innovation, quality and dependability. LabCorp features superb local, state and national coverage and is second-to-none when it comes to sample custody and logistics.

Please do not hesitate to contact me with questions about proposal.

Sincerely,








Paul Momoh, Ph.D.



President,  
Agathos Laboratories, Inc.  
(408) 730-6819  
[pomomoh@agathoslabs.com](mailto:pomomoh@agathoslabs.com)

*"Thanks for your attentiveness and responsiveness to me..... I can truly say I have never worked with a lab or service provider that comes anywhere CLOSE to the super-responsive, "heads up" service you provide. Truly impressive. Thanks." – Dr. John Benson, MD  
(dr.john.benson@cdcr.ca.gov; 909-437-0707)*

**Some of happy clients include:**

<p>California Board of Chiropractic Examiners (BCE)</p> 	<p>Northwest Fire District</p> 	<p>Skanska</p> 	<p>CA Dept. of Corrections &amp; Rehabilitation (CDCR)</p> 
<p>California Department of Public Health (CDPH)</p> 	<p>Center for Addiction &amp; Mental Health</p> 	<p>Eastern Virginia Medical School</p> 	<p>DOJ-Bureau of Prisons- FCC</p> 





## ORANGE COUNTY FIRE AUTHORITY

### RFP DC2083 – Addendum 1

### Medical Lab Blood Testing Services

November 13, 2015

This addendum is issued to provide clarification and response to questions submitted.

- 1) **QUESTION:** OCFA cites the acceptance period as follows: Page 7 as 180 days; Page 14 as 90 days; Page 25 as 180 days. Will OCFA provide the preferred acceptance period?  
**RESPONSE:** OCFA's preferred acceptance period is one hundred eighty (180) days.
- 2) **QUESTION:** How does OCFA prefer to conduct the annual BAMT testing of the 1,100 firefighters? Scheduled events, staggered, or scheduled appointments?  
**RESPONSE:** OCFA prefers to conduct annual BAMT testing using staggered, "scheduled" appointments with the caveat that operational requirements and emergency responses may limit scheduling opportunities. "Walk-in" visits may be a necessity.
- 3) **QUESTION:** What specific BAMT test does OCFA wish to have administered?  
**RESPONSE:** The current BAMT administered is Quantiferon Gold.
- 4) **QUESTION:** OCFA has specified that "lab records will be sent to the prescribing OCFA physician or designee"; is it OCFA's intent to have the prescribing physician review the records in lieu of our clinician?  
**RESPONSE:** Yes
- 5) **QUESTION:** OCFA has specified that reporting of lab results will be "within 48 hours after sample is obtained". Depending on the specific components tested, results may be reported within 72 hours. – Is this acceptable to OCFA?  
**RESPONSE:** In general yes, however, follow-up of specific disease exposures may require more immediate availability of test results as determined by the prescribing physician and the Department of Public Health. This will need to be addressed on a case-by-case basis.

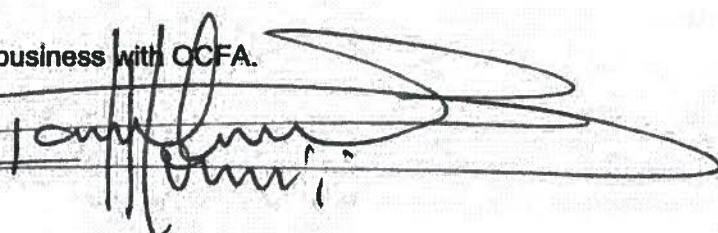
The bid due date of Tuesday, December 1, 2015 remains the same.

**IMPORTANT:** If you have submitted a proposal before this addendum was issued, your proposal will be invalidated. After you have reviewed the addendum, you must resubmit your proposal acknowledging receipt of this addendum through PlanetBids.

Thank you for your interest in doing business with OCFA.

Best Regards,

  
Rothchild Ong  
Assistant Purchasing Agent





**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.

Firm's Legal Name: <b>AGATHOS LABORATORIES, INC</b>	
Firm Parent or Ownership: <b>N/A</b>	
Address: <b>5201 GREAT AMERICA PKWY, SUITE 320, SANTA CLARA, CA 95054</b>	
Firm Telephone No. <b>408-730-6819</b>	Firm Fax No. <b>408-246-5227</b>
Firm's Tax I.D. Number: <b>90-0785179</b>	Incorporated: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Legal form of company: (partnership, corporation, joint venture) <b>C-CORPORATION</b>	
Length of time your firm has been in business: <b>5 YEARS</b>	Length of time at current location: <b>3 YEARS</b>
Number of employees and Number of Current Clients <b>12 AND 11</b>	

**Management person responsible for direct contact with the Orange County Fire Authority and service required for this Request for Proposal (RFP).**

Name: <b>PAUL MOMOH</b>	Title: <b>PRESIDENT</b>
Telephone No.: <b>408-730-6819</b>	E-mail: <b>POMOMOH@AGATHOSLABS.COM</b>

**Person responsible for the day-to-day servicing of the account:**

Name: <b>PAUL MOMOH</b>	Title: <b>PRESIDENT</b>
Telephone No.: <b>408-730-6819</b>	E-mail: <b>POMOMOH@AGATHOSLABS.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).**

**\*For additional information please see "Campaign Contribution Disclosure".**



## 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	NORTHWEST FIRE DISTRICT
Contact Individual & Title	CHIEF GARY WEST-Division Chief-Operations/Training/Health-Safety
E-mail/Telephone number	GWest@northwestfire.org; 520.887.1010 ext 5010 (OFFICE)
Date of Project & Description of services provided including contract amount	01/01/2015; PERIODIC MEDICAL TESTING FOR FIREMEN OF THE NORTHWEST FIRE DISTRICT IN TUCSON, AZ \$30,000.00/YEAR
Customer Agency Name	CALIFORNIA DEPARTMENT OF CORRECTION & REHABILITATION
Contact Individual & Title	FARIDA HANNA-Mental Health Program Supervisor
E-mail/Telephone number	Farida.Hanna@CDCR.ca.gov; (909) 468-2300 EXT: 287
Date of Project & Description of services provided including contract amount	01/01/2013; MEDICAL LABORATORY TESTING OF PAROLEES \$80,000.00/YEAR
Customer Agency Name	CALIFORNIA BOARD OF CHIROPRACTIC EXAMINERS
Contact Individual & Title	CHRISTINA BELL-Associate Probation Monitor
E-mail/Telephone number	Christina.Bell@dca.ca.gov; (916) 263-5355 ext. 5331
Date of Project & Description of services provided including contract amount	01/01/2012; LABORATORY TESTING SERVICES
Customer Agency Name	DQJ-FEDERAL CORRECTIONS CENTER (FCC), FLORENCE
Contact Individual & Title	PATRICK ROMERO-CONTRACT SPECIALIST
E-mail/Telephone number	promero@bop.gov; 719-784-5745
Date of Project & Description of services provided including contract amount	02/15/2011; MEDICAL LABORATORY TESTING SERVICES FOR INMATES OF THE FACILITY
Customer Agency Name	EASTERN VIRGINIA MEDICAL SCHOOL
Contact Individual & Title	BELA OZA-Clinical Research Coordinator
E-mail/Telephone number	OzaBH@EVMS.EDU; 757.446.7422
Date of Project & Description of services provided including contract amount	01/02/2013; MEDICAL TESTING SERVICES



## APPENDIX C – PROPOSAL QUESTIONNAIRE

1. Describe your firm's affiliation with medical service providers and medical billing services.  
Agathos Laboratories, Inc. (ALI) sub-contracts testing services to the most reputable laboratories in the nations. Our sub-contractors include: LabCorp, Quest Diagnostics, PAML, CRL etc.
2. Describe your firm's mission and goals as related to corporate growth, customer service, quality assurance/quality control management and affirmative action standards. Agathos Laboratories, Inc's (ALI) business model is predicated on competition between major lab brands to enhance services and minimize cost for our clients. Hence our enviable AGR of 42% in the last 3 years. Unlike the competition, our clients only need one phone # for all their needs: IT, invoicing, supplies, results reporting etc. ALL aspects of testing are governed by QA/QC protocols that meet the strictest standards. ALI is also a certified MBE with an Affirmative Action Plan in place. Please see Tech. Proposal for more.
3. Provide a list of your current office locations in Orange County and surrounding areas (include an attachment if additional space is required).  
Please see Attachment A
4. Describe your service hours and appointment scheduling process. If appointments are accepted, what is your current average wait time to be seen after the scheduled appointment time?  
Our customer service phone line operates between the hours of 7:00AM and 6:00PM PST. Our Patient Services Centers for blood draws are open between the hours of 7:00AM and 5:00PM with a few closed for lunch. We can also work with the Fire Dept. to accommodate irregular schedules or maximize staff available during peak visitation times. Appointments can be made using our online scheduling form by ALI staff members or the OCFA staff (if preferred). For scheduled appointments, average wait times are less than 5 minutes. In most cases, no waiting is required.
5. Do you accept walk-ins? If so, what is the average wait-time?  
Yes, we accept walk-ins. Wait-times can vary, dependent on staffing and patient volume, from 5 to 20 minutes.
6. Explain how your firm intends to minimize wait times or provide priority services for on duty personnel.  
As we do with our other client (Northwest Fire District) with similar need as the Countys', we ensure that the draw site supervisor, the OCFA staff and ALI project manager/staff are in constant communication. The blood draw technicians are instructed to prioritize services to staff members of the Fire Dept. once they arrive with no exceptions.
7. Provide description of Offerors billing/invoice schedule, process, and company contacts.  
Our invoicing platform is flexible and customizable to meet our clients' needs. At a minimum, our invoices contain the following info: Donor Name, Donor DOB, Test #, Test Type, Date of Test, Test Price and Specimen #. Invoices are sent on a monthly basis with a 30-day term. Invoicing questions can be sent to Paul Momoh.
8. What is the turnaround time for providing test results to the prescribing physician? What is the process for transmitting the test results?  
The turn-around-time (TAT) for results reporting is, on average, 48 to 72 hours. In rear situations, irregularities with test results may delay results. Results are transmitted via one or several of the following methods: (1) Traditional fax (2) Email (3) eResults (online reporting) (4) Phone. Please see technical proposal for description of eResults.
9. Please provide your recommendation for completing the annual BAMT testing of 1,100 firefighters. Currently all testing is done in the last few months of the end of the calendar year.  
We will advise the testing be spread over the maximum allowable testing duration (4-8 weeks). We will advise OCFA does its best to ensure all firemen make their scheduled appointments. We can also work with the site supervisor to accommodate weekend and after-hours testing as well.
10. For any exceptions taken to the standard Professional Service Agreement Offeror must include the page number and section with suggested changes and reasons for submitting proposed changes. Include in a separate attachment (Subject to OCFA legal counsel review and acceptance).  
No Exceptions taken



## APPENDIX D - PRICING PAGE

**Proposal Costs** - The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Any additional fees outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said fees.

ITEM NO.	DESCRIPTION OF LAB TESTS	QTY	UNIT COST	TOTAL
1	BAMT ( <i>Required annually</i> )	1,100	\$ 63.00	\$ 69,300.00
2	Hepatitis B Surface AB	25	\$11.50	\$287.50
3	Hepatitis B Surface AB Post Vaccination	25	\$11.50	\$287.50
4	Varicella	10	\$17.50	\$175.00
5	MMR Profile	35	\$36.00	\$1,260.00
6	Mumps AG IgG	25	\$13.50	\$337.50
7	Measles AG IgG	25	\$16.00	\$400.00
8	Rubella AB IgG	25	\$11.50	\$287.50
9	Custom Profile: HIV 4 <sup>th</sup> Gen, HBSAG, Hep C AB	10	\$50.00	\$500.00
10	Venipuncture Fee (if any)	1,280	0.00	\$0.00
ESTIMATED ANNUAL TOTAL				\$ 72,835.00

1. Please describe method of BAMT (i.e. QuantiFERON – QFT). Is this performed by the lab or is this sent out? Explain. How will test results be transmitted and what is the turnaround time?

Blood specimen is drawn at any of our subcontractors' (LabCorp) numerous sites. The specimen must be thoroughly shaken and incubated no longer than 16 hours after collection. Upon incubations, samples are shipped to the closest CA laboratory for testing. Testing is performed by the EIA method using an automated DSX instrument.

2. **Future Annual Cost:** Please describe how annual cost will be determined within subsequent years beyond what has been provided above. In addition please provide an explanation of how the cost will be calculated and if the annual cost will be based off of the number of users or will be based off of a different set of criteria.

The test prices will not change for the optional two years of the contract. In other words, the prices proposed here are good for five years.

3. Any additional information you would like OCFA to consider.

Agathos Laboratories, Inc. is uniquely familiar with the needs of OCFA based on our working relationship with the Northwest Fire District in Tucson, AZ. Also, our competitors boast a dedicated program manager but in most cases

fail to live up to their promises - with a different phone # for supplies, results, invoices etc. With ALI, all you have to do is call the project manager about any situation and consider it resolved.

4. Include a price list for consideration on any additional lab services your firm is able to offer.  
Please see Attachment B

**Term of Offer:** It is understood and agreed that this offer may not be withdrawn for a period of one hundred eighty days (180) from the Proposal Submittal Deadline, and at no time in case of successful Offeror.



## APPENDIX E - CERTIFICATION OF PROPOSAL

In responding to RFP DC2083 for Medical Laboratory Testing 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 any resulting contract. **If there are any exceptions they must be stated in an attachment included with the offer.**

- 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.

AGATHOS LABORATORIES, INC

Name of Firm

5201 GREAT AMERICA PKWY, SUITE 320

Address

SANTA CLARA

CA

95054

City

State

Zip

Signature of Person Authorized to Sign

PAUL MOMOH

11/27/2015

Date

PRESIDENT

Printed Name

Title



**ORANGE COUNTY FIRE AUTHORITY**  
**PARTY DISCLOSURE FORM**

Party's Name: PAUL MOMOH

Party's Address: 3003 OLIN AVE. #100, SANTA CLARA, CA 95054

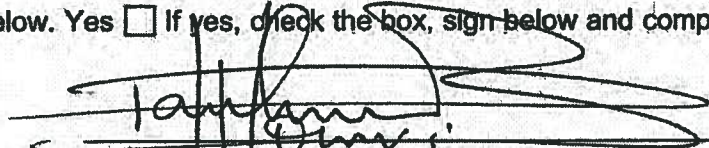
Party's Telephone: 510-847-5660

Solicitation Title and Number: DC2083

Based on the party disclosure information provided, are you or your firm 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: 11/27/2015

  
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) 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 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 Firm 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) 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):



**Attachment A****LabCorp Blood Draw Locations for Orange County**

- 1** **LABCORP**  
320 SUPERIOR AVE. STE 150  
NEWPORT BEACH, CA 92663  
**Phone:** 949-646-7194  
**Fax:** 949-646-8362  
**Distance:** 0.75 miles  
**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Occupational Urine Drug Screens Collections\*, Employee Wellness with body measurement, Radar (Point of Collection Tests)\*, H. Pylori Breath Test  
**Hours:** MONDAY-FRIDAY 7:00AM-5:00PM SATURDAY 8:00A-12:00PM DRUG SCREEN  
MON-FRI ONLY FROM 8:00AM-4:00PM
- 2** **LABCORP**  
415 OLD NEWPORT BLVD STE 101  
NEWPORT BEACH, CA 92663  
**Phone:** 949-642-4405  
**Fax:** 949-642-2589  
**Distance:** 0.75 miles  
**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Employee Wellness with body measurement, H. Pylori Breath Test  
**Hours:** MONDAY-FRIDAY 8:00AM-4:30PM LUNCH 12:30P-1:30PM
- 3** **LABCORP**  
1501 SUPERIOR AVE, STE 209  
NEWPORT BEACH, CA 92663  
**Phone:** 949-574-1162  
**Fax:** 949-574-1190  
**Distance:** 1.13 miles  
**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Employee Wellness with body measurement, H. Pylori Breath Test  
**Hours:** MONDAY-FRIDAY 8:00AM-4:30PM LUNCH 12:30P-1:30PM
- 4** **LABCORP**  
400 NEWPORT CENTER DR STE  
202 NEWPORT BEACH, CA 92660  
**Phone:** 949-640-8534  
**Fax:** 949-640-8943  
**Distance:** 3.32 miles  
**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Occupational Urine Drug Screens Collections\*, Employee Wellness with body measurement, Radar (Point of Collection Tests)\*, H. Pylori Breath Test  
**Hours:** MONDAY-FRIDAY 7:00AM-4:00PM SATURDAY 8:00A-12:00PM DRUG SCREEN  
MON-FRI ONLY FROM 9:00AM-3:00PM
- 5** **LABCORP**  
1401 AVOCADO AVE. STE 208  
NEWPORT BEACH, CA 92660  
**Phone:** 949-644-6282

**Fax:** 949-644-6328

**Distance:** 3.46 miles

**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Employee Wellness with body measurement, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 6:00AM-5:00PM

**LABCORP**

**6** 1601 AVOCADO AVE. STE 100  
NEWPORT BEACH, CA 92660

**Phone:** 949-718-1326

**Fax:** 949-718-1321

**Distance:** 3.56 miles

**Type of Service:** Routine Clinical Laboratory Collections, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 7:30AM-4:30PM LUNCH 12:30P-1:30PM

**LABCORP**

**7** 18821 DELAWARE ST. STE 102  
HUNTINGTON BEACH, CA 92648

**Phone:** 714-842-6393

**Fax:** 714-843-9104

**Distance:** 6.22 miles

**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Employee Wellness with body measurement, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 7:00AM-4:00PM LUNCH 12:00P-1:00PM

**LABCORP**

**8** 17822 BEACH BL SUITE 242  
HUNTINGTON BEACH, CA 92647

**Phone:** 714-842-7404

**Fax:** 714-842-0204

**Distance:** 6.89 miles

**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Occupational Urine Drug Screens Collections\*, Employee Wellness with body measurement, Radar (Point of Collection Tests)\*, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 6:30AM-5:00PM SATURDAY 8:00A-12:00P DRUG SCREENS  
MON-FRI ONLY FROM 8:30A-12:00PM AND 1:30P-4:00PM

**LABCORP**

**9** 11180 WARNER AVE. STE 155  
FOUNTAIN VALLEY, CA 92708

**Phone:** 714-751-1352

**Fax:** 714-751-1351

**Distance:** 6.94 miles

**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Employee Wellness with body measurement, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 7:30AM-5:00PM SATURDAY 7:30A-12:00PM

**LABCORP**

**10** 4724 BARRANCA PKWY IRVINE, CA  
92604

**Phone:** 949-551-1002

**Fax:** 949-551-1015

**Distance:** 8.73 miles

**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Occupational Urine Drug Screens Collections\*, Employee Wellness with body measurement, Radar (Point



of Collection Tests)\*, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 7:00AM-5:00PM SATURDAY 7:00AM-12:00P DRUG SCREEN  
MOND-FRI ONLY FROM 9:00AM-1:00PM

**LABCORP**

**11** 15064 MORAN STREET  
WESTMINSTER, CA 92683  
**Phone:** 714-894-4624  
**Fax:** 714-894-4625

**Distance:** 9.11 miles

**Type of Service:** Routine Clinical Laboratory Collections, Employee Wellness with body measurement, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 8:00AM-5:00PM SATURDAY 8:00A-12:00PM

**LABCORP**

**12** 4870 BARRANCA PKWY. STE 290  
IRVINE, CA 92604  
**Phone:** 949-552-1996  
**Fax:** 949-262-0443

**Distance:** 9.64 miles

**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 7:00AM-5:00PM

**LABCORP**

**13** 9191 WESTMINSTER AVE. STE 104  
GARDEN GROVE, CA 92844  
**Phone:** 714-893-6304  
**Fax:** 714-893-2904

**Distance:** 10.18 miles

**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Employee Wellness with body measurement, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 7:00AM-5:00PM SATURDAY 8:00AM-12:00P

**LABCORP**

**14** 12665 GARDEN GROVE BL. STE  
212 GARDEN GROVE, CA 92843  
**Phone:** 714-539-0573  
**Fax:** 714-539-5932

**Distance:** 10.29 miles

**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Employee Wellness with body measurement, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 6:30AM-3:30PM LUNCH 11:30A-12:30P

**LABCORP**

**15** 100 N TUSTIN AVE TUSTIN, CA  
92780  
**Phone:** 714-285-2958  
**Fax:** 714-972-0867

**Distance:** 10.56 miles

**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Occupational Urine Drug Screens Collections\*, Employee Wellness with body measurement, Radar (Point of Collection Tests)\*, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 7:00AM-5:00PM SATURDAY 8:00A-12:00PM DRUG SCREEN  
MON-FRI ONLY FROM 1:00PM-4:00PM

**16** LABCORP  
705 W LA VETA AVE STE 102  
ORANGE, CA 92868

**Phone:** 714-538-8844

**Fax:** 714-538-8848

**Distance:** 12.08 miles

**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Occupational Urine Drug Screens Collections\*, Employee Wellness with body measurement, Hair\*, Radar (Point of Collection Tests)\*, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 8:00AM-5:00PM DRUG SCREEN 1:30PM-4:00PM

**17** LABCORP  
23961 CALLE DE LA MAGDALENA  
STE 230 LAGUNA HILLS, CA 92653

**Phone:** 949-586-6590

**Fax:** 949-586-5299

**Distance:** 12.76 miles

**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Occupational Urine Drug Screens Collections\*, Employee Wellness with body measurement, Radar (Point of Collection Tests)\*, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 6:45AM-5:00PM SATURDAY 7:00A-12:00PM DRUG SCREEN  
MON-FRI ONLY FROM 8:00AM-4:00PM

**18** LEISURE WORLD RESIDENTS ONLY  
1661 GOLDEN RAIN RD SEAL  
BEACH, CA 90740

**Phone:** 562-795-6214

**Fax:** 562-594-8434

**Distance:** 13.56 miles

**Type of Service:** Routine Clinical Laboratory Collections, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 6:00AM-3:00PM

**19** LABCORP  
3400 W. BALL ROAD STE 104  
ANAHEIM, CA 92804

**Phone:** 714-484-9756

**Fax:** 714-484-2653

**Distance:** 14.63 miles

**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Employee Wellness with body measurement, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 7:00AM-3:30PM LUNCH 12:00P-1:00PM

**20** LABCORP  
10601 WALKER ST. SUITE 250  
CYPRESS, CA 90630

**Phone:** 714-952-3795

**Fax:** 714-952-3806

**Distance:** 14.71 miles

**Type of Service:** Routine Clinical Laboratory Collections, Pediatric, Employee Wellness with body measurement, H. Pylori Breath Test

**Hours:** MONDAY-FRIDAY 7:30AM-4:00PM LUNCH 12:00P-1:00PM



**EXECUTIVE SUMMARY**

Agathos Laboratories, Inc. (ALI) is a California C-Corporation, incorporated in 2010. Paul Momoh PhD, President, established ALI in 2010. Since its inception, ALI has been awarded numerous Federal, State and Local Government contracts and expanded its customer base nationwide. In 2012, ALI was awarded a medical testing contract by the CA Dept. of Corrections and Rehabilitation (CDCR; Southern Region/Region IV). Since then, the CDCRs' Regions I and II have also awarded their medical testing contracts to ALI. In 2013, ALI was awarded a Federal contract by the Federal Bureau of Prisons for testing inmates of the Federal Correctional Complex (FCC); a 1,500-man facility located in Florence, CO. ALI also won a Department of Defense (DOD) contract earlier this year for testing members of the DE National Guard.

ALI is a certified Small Business Entity but despite our 'Small Business' designation, we are very experienced with large projects as indicated by the partial list of our clients above. ALI's focus on the economic, effective and efficient management of laboratory testing programs coupled with excellent customer service and attention to detail sets us apart from the competition. This focus allows us to continuously provide the highest level of service. We aim to exceed our client's expectations. ALI is independent of all subcontractors.

**Project Staff**

	<b>Role</b>	<b>Duration</b>
Paul Momoh, PhD.	Lead Project Manager, ALI	Entire Project
Dominique Neely/Rachel Barsotti	Assistant Project Coordinators, ALI	Entire Project
Steve Strait	Key Account Executive (LabCorp)	Entire Project
Santina Render	Wellness Account Administrator	Entire Project

Paul Momoh, Ph.D., President of Agathos Laboratories, Inc., has over ten years of experience in the laboratory testing and Life Sciences industry. In his current position, Dr. Momoh sets and oversees strategic growth initiatives for ALI. Prior to Agathos Labs, Paul was an R&D Executive at Agilent Technologies, an international Life Sciences Company. Prior to Agilent, Paul was a Post-Doctoral Fellow at University of California, Berkeley (Lawrence Berkeley National Laboratory). Paul will be the Lead Project Manager for this contract.

Dominique Neely joined Agathos Laboratories, Inc. in September of 2010 and currently serves as Chief Operating Officer. In this role, Ms. Neely oversees all day-to-day operations including customer service, project implementation, healthcare network development, and national account management. Ms. Neely has over eight years of experience managing testing programs and projects. Dominique is a graduate of Pepperdine University with a Masters degree in Psychology. She will be the Assistant Project Manager for this contract.

Rachel Barsotti will also be an Assistant Project Manager for this contract. In this role, she will be responsible for maintaining communications with the US Air Force medical staff members to expeditiously mitigate any problems in the performance of this contract. Ms. Barsotti has six years of laboratory testing experience.



**IMPLEMENTATION PLAN**

In all, implementation of OCHA as a new client will take no more than 10 business days. We will work diligently to make sure there are no interruptions in testing services. Delivery of all forms and supplies can be expedited using overnight shipment at no cost to the County. LabCorp already has a healthy courier service within and outside Orange County so sample transportation / logistics implementation will be immediate. The contract implementation plan is shown below.

<b>Task Description</b>	<b>Time Frame (Note: many of these task occur simultaneously)</b>
Introductory meeting (phone conference attended by OCFA stakeholders, ALI project staff and our subcontractor's representative/s)	2 – 3 days after contract is signed.
Collection of data for new account creation and supplies shipment	1 – 2 days after contract is signed.
Creation of new accounts and User IDs	2 days after Intro meeting (assuming we have all needed info from OCHA).
Shipment of testing supplies and forms	3 – 4 days after Intro meeting.
(If needed): HL7 connectivity and communication between our Lab Management System (LMS) and CHS internal system	3 – 5 days after new account creation. Note implementation time is dependent on CHS' IT Department's workload.
(If needed) System and process training of OCHA medical staff	Dependent on staff schedules but usually occurs 4 – 8 days after initial meeting
Process optimization meeting (phone conference after testing and reporting implementation to fine-tune processes and make long-term adjustments)	1 – 2 weeks after actual testing commences

**SERVICES**

Agathos Laboratories, Inc. shall provide all personnel, infrastructure and supplies necessary to perform medical testing services as outlined in the RFP such as blood draw technicians, specimen collection supplies, specimen incubation equipment, packaging and shipping supplies, customer service staff, courier services, scheduling and results reporting software, IT and electronic data interface expertise and management reports. ALI will provide centralized administration of testing activities. ALI will also be a single stop for all concerns related to this contract. Unlike our competitors, we strive for single point-of-contact project management and prompt problem resolution. Our clients' only need a single phone number and email address - that of the Project Manager. He/she will do the rest.

**ELECTRONIC RESULTS/DATA TRANSMISSION**

Our connectivity options provide flexibility and range from easy-to-use web-based applications to sophisticated HL7 integrations with your Electronic Medical Record (EMR) system. Standards set by the American National Standards Institute (ANSI) are used for electronic data interchange



processes Our subcontractor, LabCorp, has the flexibility to mix and match connectivity solutions to provide efficient and effective communication between LabCorp and OCFA. Some of our web-based results reporting solutions include: Beacon® and eResults. We also use traditional reporting methods such as facsimile and phone calls.

LabCorp Beacon® is a new online gateway that lets you order, view, share, manage, and analyze lab results – anytime, anywhere. Beacon® was developed with input from physicians and their staff. It is easy to use and integrates quickly and seamlessly into most testing and reporting workflows. [Click here to view key features.](#)

e-Results is a Web-based application that allows clients to quickly and easily view their preliminary patient result information as well as access final patient reports quickly, efficiently, and securely through the Internet. e-Results features minimal equipment requirements, convenience, online security features, user-friendly results inquiry option, efficient Report option and reflex reports for clients.

Finally, LabCorp integrates with numerous Electronic Medical Record system (EMR) and Practice Management Systems (PMS). In many instances, LabCorp can install a bridge to automate the transfer of your current patient demographic information. Through this bridge, LabCorp and your system can efficiently exchange clinical test orders and result information. For ease of integration, we provide a comprehensive Electronic Data Interchange (EDI) manual to aid our client's IT department. Our IT department will also aid in this integration.

**Electronic Integration:** LabCorp integrates with numerous Electronic Medical Record system (EMR) and Practice Management Systems (PMS). In many instances, LabCorp can install a bridge to automate the transfer of your current patient demographic information. Through this bridge, LabCorp and your system can efficiently exchange clinical test orders and result information. For ease of integration, we provide a comprehensive Electronic Data Interchange (EDI) manual to aid our client's IT department. Our IT department will also aid in this integration.

Reported results will at a minimum contain the following information:

- The name and address of the contract laboratory where each test was performed.
- The specimen accession number of the contract laboratory.
- The name of the contract Laboratory Director or Medical Director.
- A phone number to contact the contract laboratory concerning the test results.
- The contract laboratory's CLIA certification number.
- The patient's name.
- The patient's FMP and SSN or Unique Patient Identifier.
- The patient's age or date of birth.
- The patient's sex.
- The SA specimen identification number
- The requester's MEPRS code.
- The specimen collection date.
- The Contractor's report date and time.



- The test name.
- The test result(s).
- The unit of measurement for quantitative tests.
- The normal or expected range (reference range adjusted for age, sex, or race when appropriate).
- The report status (i.e., final or interim).
- Other interpretive information appropriate for the test(s).
- CPT Code.
- LOINC Result Code.

### CATALOG OF LABORATORY SERVICES

A commercial catalog of all laboratory tests performed by LabCorp can be easily viewed electronically and printed if the need be. The laboratory test catalog contains a comprehensive list of tests, their synonyms, CPT codes, test use, specimen type, volume and container type, sample processing and storage info, sample collection procedures, reference intervals, patient preparation info, test methodology, reflex information, causes for rejection, test limitations, reference scientific and medical publications and much more. Individual test can be searched for by name, CPT code, keyword, test number and condition or disease state. The laboratory test catalog can be viewed in Beacon® or by going to:  
<https://www.labcorp.com/wps/portal/provider/testmenu>.

### OUR TESTING/LABORATORY (SUBCONTRACTOR)

As stated above, Agathos Laboratories, Inc., though independently owned, works with the nation's largest laboratories such as Laboratory Corporation of America (LabCorp), Quest Diagnostics, Redwood Toxicology, Clinical Reference Laboratory (CRL), Pathology Associates Medical Laboratories (PAML) and more. All subcontracted laboratories are nationally renowned for innovation, quality and dependability. Combined, all five labs have been in the testing business for over 105 years. Quest Diagnostics and LabCorp feature superb local, state and national courier coverage while Redwood Toxicology and PAML features operational flexibility and agility. We have selected LabCorp as the primary testing laboratory for this contract given the performance location and Description of Work (DOW) articulated in the RFQ document. With scientific expertise in routine and esoteric medical testing, genomics, and clinical and anatomic pathology, LabCorp processes tests on approximately 470,000 specimens each day, applying advances in medicine and science to laboratory testing.

### LabCorp Testing Locations (see Attachment A for blood draw sites)

<b>Birmingham</b> 1801 First Ave South Birmingham, AL 35233 Local Telephone: 205-581-3500 Toll-free Telephone: 800-292-4021 CAP Participant No: 1540901 CLIA Certificate No: 01D0301471	<b>Burlington</b> 1440 York Court Burlington, NC 27215 Local Telephone: 336-584-5171 Telephone: 800-762-4344 CAP Participant No: 1396905 CLIA Certificate No: 34D0954530	<b>Tampa</b> 5610 West LaSalle St Tampa, FL 33607 Local Telephone: 813-289-5227 Toll-free Telephone: 800-877-5227 CAP Participant No: 2660901 CLIA Certificate No: 10D0289827
<b>New York</b> 521 West 57th St, 6th Floor New York, NY 10019	<b>San Diego</b> 13112 Evening Creek Dr South San Diego, CA 92128	<b>Los Angeles</b> 2240 South Sepulveda Blvd, Ste 235 Los Angeles, CA 90064



<b>Local Telephone:</b> 212-698-0300 <b>Toll-free Telephone:</b> 800-447-8881 <b>CAP Participant No:</b> 3277401 <b>CLIA Certificate No:</b> 33D0653384 / NY PFI 3953	<b>Local Telephone:</b> 858-668-3700 <b>CA Telephone:</b> 800-859-6046 <b>Telephone:</b> 800-859-7001 <b>CAP Participant No:</b> 2324301 <b>CLIA Certificate No:</b> 05D0571200	<b>Local Telephone:</b> 310-996-6610 <b>Regional/National Toll-free</b> <b>Telephone:</b> 800-352-7788 <b>CLIA Certificate No:</b> 05D0713514
<b>San Diego</b> 13112 Evening Creek Dr South San Diego, CA 92128 <b>Local Telephone:</b> 858-668-3700 <b>CA Telephone:</b> 800-859-6046 <b>Telephone:</b> 800-859-7001 <b>CAP Participant No:</b> 2324301 <b>CLIA Certificate No:</b> 05D0571200	<b>Los Angeles</b> 2240 South Sepulveda Blvd, Ste 235 Los Angeles, CA 90064 <b>Local Telephone:</b> 310-996-6610 <b>Regional/National Toll-free</b> <b>Telephone:</b> 800-352-7788 <b>CLIA Certificate No:</b> 05D0713514	<b>Calabasas Hills</b> 4301 Lost Hills Rd Calabasas Hills, CA 91301 <b>Regional/National Toll-free</b> <b>Telephone:</b> 800-444-9111 <b>CAP Participant No:</b> 2298301 <b>CLIA Certificate No:</b> 05D0663070

**QUALITY CONTROL / ASSURANCE**

All services provided are in accordance with commercial industry, CLIA and CAP standards. LabCorp utilizes both internal and external systems to monitor the accuracy and precision of testing performed in its facilities. QA and QC programs are overseen and administered by the National Office of Quality and Science. Standardized QA programs are implemented and monitored by QA managers located in each of the operating divisions throughout the country. Each laboratory facility follows a written QA plan that specifies a systematic process for monitoring and evaluating pre-analytical, analytical, post-analytical and service aspects of testing quality and problem resolution. Laboratory test quality and service are monitored and evaluated through routine collection of information and periodic performance assessments. QA committees meet regularly at each lab site to review performance monitors and resolve any potential issues. The committee also evaluates the effectiveness of remedial actions taken. The effectiveness of the overall plan and the appropriateness of each aspect of care are reviewed on an annual basis.



## CERTIFICATES AND LICENSES

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH



Dear Laboratory Director:

Attached below is your clinical laboratory license.  
Your license is void after the expiration date below.

Expiration Date: May 14, 2016

LABORATORY CORPORATION OF AMERICA  
13112 EVENING CREEK DR S STE 200  
SAN DIEGO CA 92128-4108

**DISPLAY:**

State law requires that the clinical laboratory license shall be conspicuously posted in the clinical laboratory.

**CHANGE OF LABORATORY NAME,****DIRECTOR, OWNER AND/OR ADDRESS:**

State law requires that the laboratory owner and/or the director notify this office within 30 days of any change in ownership, name, location, or laboratory directors. **YOUR LICENSE ALSO WILL BE AUTOMATICALLY REVOKED 30 DAYS AFTER A MAJOR OWNER AND/OR DIRECTOR CHANGE.** You must submit a completed application for a new clinical laboratory license or registration within those 30 days or cease engaging in clinical laboratory practice. Mail written notification and/or application to the address indicated below.


California Department of Public Health  
Laboratory Field Services, Facility Licensing Section  
850 Marina Bay Parkway, Building P, 1st Floor  
Richmond, CA 94804-6403

Thank you for your cooperation.

Lab 142 Labclin (11-12)

Tear Here

Tear Here

State of California Department of Public Health	
CLINICAL LABORATORY LICENSE	
In accordance with the provisions of Chapter 3, Division 2 of the Business and Professions Code, the persons named below are hereby issued a license authorizing operation of a clinical laboratory at the indicated address or other site(s) on file with the department.	
LABORATORY CORPORATION OF AMERICA 13112 EVENING CREEK DRIVE SOUTH STE 200 SAN DIEGO CA 92128	
OWNER(S): LABORATORY CORPORATION OF AMERICA HOLDINGS	DIRECTOR(S): JENNY R GALLOWAY MD
	
Lab ID Number: CLF 00000072 Effective Date: May 16, 2015 Valid Until: May 14, 2016 CLIA Number: OSD0571200	 Beatrice R. O'Keefe, Division Chief Laboratory Field Services





Advancing Excellence

Accredited  
Laboratory



## The College of American Pathologists

*certifies that the laboratory named below*

**Laboratory Corporation of America  
San Diego, California  
Jenny R. Galloway, MD**

CAP Number: 2324301

AU-ID: 1187756

CLIA Number: 05D0571200

*has met all applicable standards for accreditation and  
is hereby accredited by the College of American Pathologists'  
Laboratory Accreditation Program. Reinspection should occur prior  
to December 11, 2016 to maintain accreditation.*

Accreditation does not automatically survive a change in director, ownership,  
or location and assumes that all interim requirements are met.

*R. M. Scanlan*

Chair, Commission on Laboratory Accreditation

*John J. ... FCP*

President, College of American Pathologists

agathos labs

Testing made easy!



CENTERS FOR MEDICARE & MEDICAID SERVICES CLINICAL LABORATORY IMPROVEMENT AMENDMENTS CERTIFICATE OF ACCREDITATION	
LABORATORY NAME AND ADDRESS LABORATORY CORPORATION OF AMERICA 13112 EVENING CREEK DR SOUTH STE 200 ATTN QA SAN DIEGO, CA 92128	CLIA ID NUMBER 05D0571200
LABORATORY DIRECTOR JENNY R GALLOWAY M.D.	EFFECTIVE DATE 02/28/2015 EXPIRATION DATE 02/27/2017
<p>Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown herein (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.</p> <p>This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.</p>	
	 Karen W. Dyer, Acting Director Division of Laboratory Services Survey and Certification Group Center for Clinical Standards and Quality

1243 Ccr19\_020315

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

LAB CERTIFICATION (CODE)	EFFECTIVE DATE	LAB CERTIFICATION (CODE)	EFFECTIVE DATE
BACTERIOLOGY (110)	10/17/2006	ANTIBODY TRANSFUSION (520)	08/03/2010
MYCOBACTERIOLOGY (115)	07/10/2006	ANTIBODY NON-TRANSFUSION (530)	08/30/1995
MYCOLOGY (120)	08/12/2008	ANTIBODY IDENTIFICATION (540)	05/19/2009
PARASITOLOGY (130)	10/24/2002		
VIROLOGY (140)	09/08/2012		
SYPHILIS SEROLOGY (210)	08/30/1995		
GENERAL IMMUNOLOGY (220)	08/30/1995		
ROUTINE CHEMISTRY (310)	08/30/1995		
URINALYSIS (320)	10/24/2002		
ENDOCRINOLOGY (330)	08/30/1995		
TOXICOLOGY (340)	04/10/2003		
HEMATOLOGY (400)	08/30/1995		
ABO & RH GROUP (510)	08/30/1995		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT [WWW.CMS.GOV/CLIA](http://WWW.CMS.GOV/CLIA)  
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR  
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.  
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.



**ORANGE COUNTY FIRE AUTHORITY  
AMENDMENT NUMBER ONE  
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment One") is made and entered into this 25<sup>th</sup> day of September, 2017, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Agathos Laboratories, Inc., hereafter referred to as "Firm".

**RECITALS**

WHEREAS, OCFA and the Firm entered into that certain Professional Services Agreement on the 20<sup>th</sup> day of September, 2016 ("Agreement"), which is incorporated herein by this reference;

WHEREAS, OCFA desires to extend the term of the Agreement through August 31, 2018, and Firm agrees to such an extension, subject to the terms and provisions of this Amendment.

NOW, THEREFORE, OCFA and the Firm mutually agree as follows:

1. Section 3.1 and Section 4.4 of this Agreement are hereby amended and restated in their entirety to read as follows:

**3.1 Compensation of Firm**

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A". Additionally, OCFA agrees to pay to Firm a fee of \$6.25 for venipuncture services as requested in the letter dated September 11, 2017, attached hereto as Attachment "1" to Exhibit "A". The not to exceed annual contract amount is \$92,000, with no minimum compensation guarantee pursuant to this contract.

**4.4 Term.**

This Agreement shall commence on September 20, 2016 and continue for a period of two years, ending August 31, 2018, unless earlier terminated or extended by mutual written agreement of the parties hereto.

2. The letter dated September 9/11/2017 attached to this Amendment One is hereby added to the Agreement as Attachment "1" to Exhibit "A".

3. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

4. The persons executing this Amendment One 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 the parties are formally bound to the provisions of this Amendment One.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed on the date(s) indicated below.

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

Date: September 25, 2017

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

**"FIRM"**

**AGATHOS LABORATORIES INC**

Date: 09/18/2017

By: Paul Momoh  
Paul Momoh, PHD, President

**Attachment "1" to Exhibit "A".**

**Correspondence from Agathos Labs  
Dated September 11, 2017 re Contract Renewal**



Agathos laboratories Inc  
900 Lafayette St, STE 704  
Santa Clara, CA 95050  
Phone: 408-478-5143  
Fax: 408-246-5227

Orange County Fire Authority | Business Services  
Debbie Casper, C.P.M., CPPB | Purchasing & Materials Mgr.  
1 Fire Authority Road | Irvine, CA 92602  
714.573.6641 | 714.368.8845(f)

09/11/2017

RE: Contract Renewal

Dear Debbie:

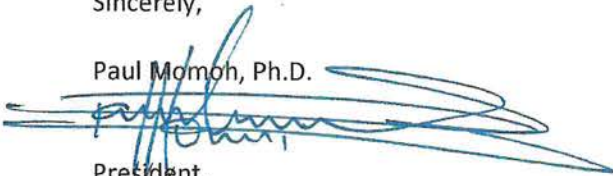
This letter is to formally request a pass-through charge of \$6.25 be added to the contract Test Price Schedule effective the renewal date of this contract. This charge is related to venipuncture services provided at our Patient Services Centers (PSC).

As I mentioned during our conversation last week, this charge was not taken into consideration for last year's contract. Attached is a representative and redacted page of our invoice from LabCorp showing the venipuncture charge.

We enjoy doing business with the County and I hope the County will be able to make this change to help us manage this contract in a sustainable way moving forward. I should also mention that even with this charge, we still believe we have one of the most competitive prices for the services provided in this contract.

Sincerely,

Paul Momoh, Ph.D.



President,  
Agathos Laboratories Inc.  
pomomoh@agathoslabs.com

INVOICE  
NUMBERBurlington, North Carolina  
(800)343-4407

ACCOUNT NUMBER

DATE

PURCHASE ORDER NO.

PAGE

12/31/16

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TORANGE COUNTY FIRE AUTHORITY  
1 FIRE AUTHORITY ROAD  
IRVINE, CA 92602AGATHOS LABORATORIES INC  
5201 GREAT AMERICA PKWY STE 320  
SANTA CLARA, CA 95054

DATE	ITEM/PATIENT	NUMBER	DESCRIPTION	CODES	AMOUNT
*** CURRENT PERIOD ACTIVITY ***					
11/22/16	██████████ 60056793735	632749404290	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 60056793736	632749405290	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 60056793738	632749408050	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 60056793740	632749406780	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 1844 60059376091	632749421150	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 60059376092	632749421590	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 60059376093	632749421950	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 4655 60059376094	632749422130	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 60058059638	632749441910	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 60058059639	632749442700	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 60058059640	632749443330	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 60058059641	632749443890	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 60059625181	632749456040	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 60059376116	632749461460	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 60059376117	632749461680	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube 998085 Venipuncture	*SO *SO *SO	██████████ ██████████ 6.25
11/22/16	██████████ 60059376118	632749461810	182873 QuantiFERON TB Gold (I 182877 QuantiFERON In Tube	*SO *SO	██████████ ██████████

**ORANGE COUNTY FIRE AUTHORITY  
AMENDMENT NUMBER TWO  
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER TWO TO PROFESSIONAL SERVICES AGREEMENT ("Amendment Two") is made and entered into this 8<sup>th</sup> day of March, 2018 ("Effective Date"), by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Agathos Laboratories Inc., hereinafter referred to as "Firm". OCFA and Firm are sometimes collectively referred to herein as the "Parties".

**RECITALS**

WHEREAS, OCFA and the Firm entered into that certain Professional Services Agreement on September 26, 2016 ("Original Agreement"), to provide as-needed lab testing services, which is incorporated herein by this reference;

WHEREAS, OCFA and Firm entered into that certain Amendment Number One to Professional Services Agreement on September 25, 2017 ("Amendment One"), to incorporate a pass-through charge of \$6.25 for venipuncture services and to extend the agreement term, which is incorporated herein by this reference;

WHEREAS, the Original Agreement and Amendment One are collectively referred to herein as the "Agreement"; and

WHEREAS, the Parties desire to amend the Agreement to increase the total contract value of \$92,000 by \$40,000 for a new not to exceed annual contract amount of \$132,000.

NOW, THEREFORE, OCFA and the Firm mutually agree as follows:

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

**3.1 Compensation of Firm.**

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed in accordance with the terms set forth in Exhibit "A" inclusive of Attachment "1" to Exhibit "A". OCFA will be billed for actual blood tests performed. The not to exceed annual contract amount is \$132,000, with no minimum compensation guarantee.

2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment Two on behalf of the Parties

warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this amendment the Parties are formally bound by the provisions of this Amendment Two.

IN WITNESS WHEREOF, the Parties have executed this Amendment Two as of the dates stated below.

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

By: \_\_\_\_\_  
Debbie Casper, C.P.M., CPPB,  
Purchasing & Materials Mgr.

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

**APPROVED AS TO FORM.**

By: David E. Kendig  
DAVID E. KENDIG  
GENERAL COUNSEL

**ATTEST:**

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

Date: 3/14/18

**"FIRM"**

**AGATHOS LABORATORIES, INC.**

Date: 03/08/2018

By: Paul Momoh  
Paul Momoh, PHD, President

Date: 03/08/2018

By: Paul Momoh  
PAUL MOMOH, SECRETARY



**agathos labs****Testing made easy!**

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

Agathos Laboratories, Inc  
 900 Lafayette St, Suite 704  
 Santa Clara, CA 95050  
 Phone: 408-478-5143; Fax: 408-246-5227  
 pomomoh@agathoslabs.com

March 12, 2018

RE: Amendment to Test Prices

To Whom It May Concern:

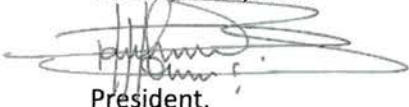
This letter is to request that the prices for the laboratory tests shown below be adjusted according to the schedule below. These adjustments were put in place to ensure sustained provision of said services for the duration of the contract term and option years.

Test Code	Description	Price/Term
		<b>02/01/2018 - 08/31/2018</b>
182877	QuantiFERON®-TB Gold	\$69.41
998085	Venipuncture	\$6.25
		<b>09/01/2018 - 08/31/2019</b>
182877	QuantiFERON®-TB Gold	\$90.00
998085	Venipuncture	\$7.50
		<b>09/01/2019 - 08/31/2020</b>
182877	QuantiFERON®-TB Gold	\$90.00
998085	Venipuncture	\$7.50

Please let me know if you have any questions.

Sincerely,

Paul Momoh, PhD.



President,

Agathos Laboratories, Inc.

Phone: (408) 478-5143

Fax: (408) 246-5227





**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**March 22, 2018**

**Agenda Item No. 3E**  
**Consent Calendar**

**Blanket Order Contract Increase for Helicopter Maintenance and Repair  
Services and Special Procurement for Super Huey Modifications**

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**Contact(s) for Further Information**

Brian Young, Assistant Chief  
Operations Department

[brianyoung@ocfa.org](mailto:brianyoung@ocfa.org)

714.573.6014

Craig Covey, Battalion Chief  
Air Operations Program Manager

[craigcovey@ocfa.org](mailto:craigcovey@ocfa.org)

714.522.2113

**Summary**

This agenda item is submitted for approval of an increase to Rotorcraft Support Inc. (RSI) blanket order B01820 for upcoming major inspection and upgrade projects for helicopters 3 & 4 and for as-needed helicopter maintenance and repair services, and approval of an increase to RSI purchase order P0011106 for HC1 main rotor blade repairs.

**Prior Board/Committee Action(s)**

At the October 26, 2017, Board of Directors meeting, the Board awarded a contract to RSI as a result of competitive solicitation RFP JA2226. A one-time purchase order in the amount of \$175,800, for the 5-year inspection and upgrade projects for Bell 412EP helicopter 1 (HC1) and for the 10-year inspection of UH-1H Super Huey helicopter 3 (HC3), along with a one-year blanket order contract with up to four additional one-year renewals, for as-needed helicopter maintenance and repair services in an amount not-to-exceed \$150,000 annually, was approved based on the results of the solicitation.

**RECOMMENDED ACTION(S)**

1. Approve and authorize the Purchasing Manager to issue a one-time increase to the blanket order contract with RSI in the amount of \$631,500 (from \$150,000 to \$781,500) for the current contract ending November 30, 2018.
2. Approve and authorize the Purchasing Manager to extend the contract up to four years at \$300,000 per year with annual increases not to exceed 3% or the percentage increase in the U.S. Department of Labor Consumer Price Index for All Urban Consumers, Services, in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower.
3. Approve and authorize the Purchasing Manager to increase purchase order P0011106 to RSI by \$51,940 (from \$27,832 to \$79,772) for additional repairs required to complete the HC1 main rotor blade repairs.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for HC3 inspection, maintenance, repairs, and upgrade projects has been approved in the Adopted FY 2017/18 General Fund Budget, specifically in the Air Operations budget for equipment maintenance/repair. Additional funding is included in the FY 2017/18 Mid-Year Budget Adjustment.

Funding for HC4 inspection, maintenance, repairs, and upgrade projects has been proposed for inclusion in the FY 2018/19 General Fund Budget, specifically in the Air Operations budget for equipment maintenance/repair.

## **Background**

The Air Operations Program is responsible for the maintenance and repair of OCFA's fleet of four helicopters which are comprised of two Bell 412EP helicopters and two Bell UH-1H "Super Huey" helicopters. These helicopters are on hourly and calendar-based inspection programs. While ongoing maintenance and service requirements are completed by OCFA personnel, many major inspections, maintenance and repair services, overhauls, and modifications for the Bell helicopters that are required on an intermittent and as-needed basis can only be performed by certified vendors with approved facilities and specialized skills.

### ***Major Inspections and Repairs***

As part of the contract that was awarded to RSI as a result of competitive solicitation RFP JA2226, the 5-year inspection of HC1 has been completed. The inspection resulted in several unforeseen repair recommendations for HC1 which have been authorized by Air Operations and are currently in the process of being completed by RSI under the approved blanket order number B01820. While the total amount of the blanket order is sufficient to complete the repairs to HC1, the current blanket order amount of \$150,000 will not be sufficient to complete any future maintenance or repairs to HC3 and HC4. HC3 is tentatively scheduled for its 10-year inspection to begin April 2018, which was approved at the October 26, 2017 Board of Directors meeting. The 10-year inspection for HC4 will commence after the completion of the inspection for HC3. Staff is requesting approval to authorize a one-time increase to the RSI blanket order for the 10-year inspection of HC4 which is anticipated to begin July 2018. Pricing for the inspection of HC4 (\$71,500) was included as part of RFP JA2226. Due to the impending 10-year inspections of both HC3 and HC4, staff is also requesting approval to increase the blanket order not-to-exceed amount to include funding that may be necessary to cover any unforeseen parts and repairs likely required as a result of the inspections. Based on the results of the 5-year inspection and the recommended repairs that were made to HC1, the newer 2008 Bell 412, staff is anticipating that HC3 & HC4, the older 1966 UH-1H "Super Hueys," will likely require a similar amount of repairs or potentially more, due to the age of the aircrafts. In the event that RSI identifies the need for additional work, staff is seeking approval for potential repair expenditures up to \$150,000 per aircraft to help expedite the completion of repairs.

### ***Super Huey Modification Upgrades***

During the scheduled time that HC3 and HC4 are out of service for the 10-year inspections, staff is seeking approval to authorize RSI to complete NVG Cockpit Enhancements and install FastFin Systems to each aircraft. The NVG cockpit modifications will modify the aircraft to a "class b" NVG enhanced cockpit and cabin. This will give the super hueys the capability to match the Bell 412's ability to fly at night. The FastFin system installation will optimize airflow around the tail boom, dramatically improving tail rotor efficiency and wind azimuth tolerance. FastFin also improves aircraft stability, positively impacting operating costs and cycle fatigue in structures and demands on tail rotor rotating components. The FastFin will reduce demand on the helicopter components, increase power during critical maneuvers such as hoisting patients, snorkeling and during hot and windy fire weather conditions which impact helicopter performance. The estimated cost per aircraft to complete the NVG cockpit enhancement and FastFin Tailboom modification is approximately \$130,000 per aircraft. Staff is requesting approval to issue a one-time increase of \$260,000 to the RSI blanket order to complete the NVG cockpit enhancements and FastFin Tailboom modifications, during the time the aircraft are out of service for the 10-year inspections.

### ***Special Procurement Justification***

Completing the modification projects during the time the aircraft is already out of service for the 10-year inspection will minimize the amount of time the aircraft is on the ground out of service. In 2013, RSI previously performed the FastFin installations on OCFA's Bell 412 helicopters and staff were very satisfied with the quality and professionalism of the past work performed by RSI. Furthermore, RSI is the only local vendor that is authorized by Bell Helicopter Textron to perform service and maintain the certification for the aircraft. Utilizing a local vendor has been beneficial as our Senior Helicopter Technician is required to periodically inspect the aircraft during the maintenance assessment.

### ***HC1 Main Rotor Blade Repair***

The main rotor blades for HC1 required inspection, refinish & static balance services. Staff obtained three informal quotes for these services and awarded a purchase order to Rotorcraft Support Inc (the only authorized Bell Helicopter Textron service provider submitting a quote) for a total project cost of \$27,832. Upon completion of the initial inspection it was found that all four blades required replacement and/or repair. These unforeseen additional repairs have increased the total estimated project cost to \$79,772 for completion of the repairs. Because the initial informal request for quotes didn't meet the formal solicitation process for purchases exceeding \$50,000, staff considers the revised project cost to be a special procurement and is requesting approval to authorize a change order increase to the purchase order to complete the necessary repairs. It is not unusual to find a need for additional parts and repairs during regular maintenance.

### ***Conclusion***

In conclusion, Staff is recommending a one-time increase to the blanket order contract with RSI in the total amount of \$631,500, which includes the one-time 10-year inspection for HC4 (\$71,400), the NVG cockpit enhancements and FastFin Tailboom modifications for HC3 and HC4 (\$260,000), and the additional funding in the amount of \$300,000 that may be necessary to cover any unforeseen parts and repairs likely required as a result of the inspections of HC3 and HC4. The annual blanket order amount for the four optional renewal years will be reduced to \$300,000 per year after the initial year for as-needed helicopter maintenance and repair services. In addition, staff is requesting approval to increase purchase order P0011106 to Rotorcraft Support Inc., by \$51,940 (from \$27,832 to \$79,772) for the additional repairs required to complete the HC1 main rotor blade repairs.

### ***Attachment(s)***

1. Project List by Helicopter
2. Professional Services Agreement – Amendment 1
3. Special Procurement Form – Super Huey Modification Upgrades (Attachments on file in the Clerk's Office)
4. Special Procurement Form – HC1 Main Rotor Blade Repairs (Attachments on file in the Clerk's Office)



## Blanket Order Contract Increase - Helicopter Maintenance and Repair Services

### Project List by Helicopter

Helicopter 1 (HC1) Bell 412EP	Start Date: January 2018 Estimated End Date: March 31, 2018	
Project Description	PO/BO	Project Cost
5-year Inspection	P0011016	\$74,800
Kawak Gearbox O/H - Gearbox was making metal	B01820	\$7,883
Transmission input seal leaking	B01820	\$1,510
CBOX output shaft seal leaking	B01820	\$4,570
Copilot window frame paint flaked away	B01820	\$1,850
TB412-17-240 removal of hydraulic accumulators	B01820	\$2,228
1200 hour engine fuel nozzles	B01820	\$3,270
Crew seats reupholstered	B01820	\$2,750
24 month flight control bolt inspection	B01820	\$700
Main rotor mast seal leaking	B01820	\$5,133
#2 hydraulic pump leaking	B01820	\$2,655
10 year hose assembly replacement	B01820	\$22,300
1000 oil cooler bearing replacement	B01820	\$5,630
SX-5 searchlight repair	B01820	\$10,420
AFCU overhauls	B01820	\$9,000
Tail rotor blade refinish	B01820	\$8,065
Main rotor pitch link bearings	B01820	\$2,200
Exhaust ejector shimming kit	B01820	\$5,284
AFT crosstube damaged beyond limits	B01820	\$8,770
Transmission mounts	B01820	\$9,940
Cargo hook overhaul	B01820	\$6,512
HIS repair	B01820	\$4,420
L/H skid tube repair	B01820	\$10,198
Main rotor blade refinish	P0011106	\$79,772
Estimated Total Cost: \$289,860		
Helicopter 3 (HC3) Bell UH-1H Super Huey	Estimated Start Date: April, 2018 Estimated End Date: June, 2018	
Project Description	Estimated Project Cost	
10-Year Inspection	\$71,500	
Anticipated Repairs based on Inspection Results	\$150,000	
NVG Cockpit Enhancement	\$55,000	
FASTFIN Tailboom Modification	\$75,000	
Estimated Total Cost: \$351,500		
Helicopter 4 (HC4) Bell UH-1H Super Huey	Estimated Start Date: July, 2018 Estimated End Date: September, 2018	
Project Description	Estimated Project Cost	
10-Year Inspection	\$71,500	
Anticipated Repairs based on Inspection Results	\$150,000	
NVG Cockpit Enhancement	\$55,000	
FASTFIN Tailboom Modification	\$75,000	
Estimated Total Cost: \$351,500		

**ORANGE COUNTY FIRE AUTHORITY  
AMENDMENT NUMBER ONE  
TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment One") is made and entered into this \_\_\_\_ day of March, 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Rotorcraft Support Inc., a California Corporation, 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 on October 26, 2017 ("Agreement"), for as-needed Helicopter Maintenance and Repair Services, which is incorporated herein by this reference; and

WHEREAS, the Parties desire to amend the Agreement to increase the total contract value of \$150,000 by \$631,500 for a new not to exceed annual contract amount of \$781,500.

NOW, THEREFORE, OCFA and Firm mutually agree as follows:

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

**3.1 Compensation of Firm.**

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed in accordance with the terms set forth in Exhibit "A", in an amount not to exceed \$781,500 (Seven Hundred Eighty One Thousand and Five Hundred Dollars). The maximum amount of OCFA's payment obligation under this Agreement is the amount specified in this ("Maximum Contract Amount").

2. Except as modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

4. The persons executing this Amendment One 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 the Parties are formally bound by the provisions of this Amendment One.

***[Signatures on Following Page]***

IN WITNESS WHEREOF, the Parties have executed this Amendment One 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

Date: 3/14/18 \_\_\_\_\_

**ATTEST:**

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

**"FIRM"**

**ROTORCRAFT SUPPORT INC.**

Date: 3/9/18 \_\_\_\_\_

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

Teri Neville  
Vice President

Date: 3/9/18 \_\_\_\_\_

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

Phillip G. DiFiore  
Chief Financial Officer



### OCFA Special Procurement Justification Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement 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 special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

#### SECTION II - REQUEST INFORMATION

Department/Section: Air Operations	Requested By: John Wilson	Date: March 8, 2018
Recommended Vendor: Rotorcraft Support Inc.	Vendor Contact: Dave Eastham	Vendor's E-mail Address: dave@rotorcraftsupport.com
Vendor Address: 16425 Hart Street, Van Nuys, CA 91406		Vendor's Telephone #: 818-997-7667
Type of Contract: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates):	Contract Amount: \$260,000.00
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). B01820		Attachments: <input checked="" type="checkbox"/> Yes <input 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.

Night Vision Goggle (NVG) cockpit enhancement and FastPin Tailboom modifications for OCFA's UH-1H Super Huey Helicopters 3 & 4.

2. Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. Attach additional sheet if necessary.

See attachment 1 - Super Huy Modification Upgrades Special Procurement Justification

## SECTION III – JUSTIFICATION (continued)

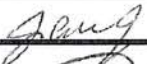
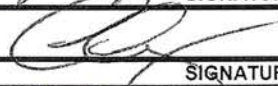
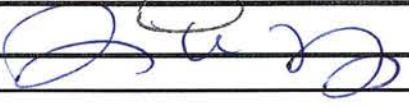
3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.

A quote was requested from the vendor specifically for these projects, however labor rates and parts pricing discounts will be based on blanket order B01820 which was competitively bid.

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.)

This purchase will not obligate the OCFA to future purchases.

## Special Procurement Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
JOHN WILSON		3/8/2018
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
TRAIL COVEY		3.8.2018
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Brian Young		3-8-2018

## Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	3/13/18
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	3/12/18

Executive Committee Approval Required ☒ Yes ☐ No Special Procurement over \$50,000

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

## **Attachment 1: Special Procurement Justification for Super Huey Modification Upgrades**

- 2. Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request.***

HC3 and HC4 are scheduled to be out of service for the 10-year inspections. During that time, staff is seeking approval to authorize Rotorcraft Support Inc. (RSI) to complete NVG Cockpit Enhancements and install FastFin Systems to each aircraft. The NVG cockpit modifications will modify the aircraft to a "class b" NVG enhanced cockpit and cabin. This will give the super hueys the capability to match the Bell 412's ability to fly at night. The FastFin system installation will optimize airflow around the tail boom, dramatically improving tail rotor efficiency and wind azimuth tolerance. FastFin also improves aircraft stability, positively impacting operating costs and cycle fatigue in structures and demands on tail rotor rotating components. The FastFin will reduce demand on the helicopter components, increase power during critical maneuvers such as hoisting patients, snorkeling and during hot and windy fire weather conditions which impact helicopter performance. The estimated cost per aircraft to complete the NVG cockpit enhancement and FastFin Tailboom modification is approximately \$130,000 per aircraft. Staff is requesting approval to issue a one-time increase of \$260,000 to the RSI blanket order to complete the NVG cockpit enhancements and FastFin Tailboom modifications, during the time the aircraft are out of service for the 10-year inspections.

Completing the modification projects during the time the aircraft is already out of service for the 10-year inspection will minimize the amount of time the aircraft is on the ground out of service. In 2013, RSI previously performed the FastFin installations on OCFA's Bell 412 helicopters and staff were very satisfied with the quality and professionalism of the past work performed by RSI. Furthermore, RSI is the only local vendor that is authorized by Bell Helicopter Textron to perform service and maintain the certification for the aircraft. Utilizing a local vendor has been beneficial as our Senior Helicopter Technician is required to periodically inspect the aircraft during the maintenance assessment.





# QUOTATION

16425 Hart Street

Van Nuys CA 91406

818-997-7667

818-997-1513

dave@rotorcrafternsupport.com

TO Orange County Fire Authority

ATTENTION John Wilson

DATE

March 12, 2018

EXPIRATION DATE

April 11, 2018

QUOTE NUMBER

RSI Q1596 Rev 1

## FASTFIN INSTALLATION ON UH-1H WITH HELIPRO TAILBOOM

	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
1	INSTALL FASTFIN AND "NEW STYLE" STRAKES ON UH-1H WITH HELIPRO TAILBOOM			
	FASTFIN KIT	1	59,950.00	59,950.00
	MISC, STENCIL & CONSUMABLES	1	400.00	400.00
	LABOR	75	110.00	8,250.00
2	PAINT VERTICAL FIN, LOGO, AND STRAKES	25	110.00	2,750.00
	PAINT AND CONSUMABLES - (ESTIMATED)	1	800.00	800.00
3	RECORDS	3	330.00	990.00
4	FREIGHT - (ESTIMATED)	1	375.00	375.00
TOTAL			\$	73,515.00

### TERMS AND CONDITIONS

It is projected that the execution of the aforementioned quote will take approximately **5-10 days**.

Rotorcraft Support, Inc. shall not be responsible for delay in the performance of this causes beyond its reasonable control and without fault or negligence. Such causes may include acts of God; Agreement due to acts of war; acts of government; inability to procure accessories, equipment or parts; strikes or labor troubles causing cessation, slowdown or materials, interruption of work and inevitable delays in transportation.

The above estimate should be used as a budgetary tool only. Any hidden damage found during dimensional checks and preliminary inspections shall be considered as Additional Work Required (AWR) and will be quoted separately for customers approval. \*\*\* The Customer is responsible for shipping / handling fees, and taxes \*\*\*

I authorize Rotorcraft Support, Inc. to conduct the items found in the above scope of work. I also agree with the above payment schedule.

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

The above quote was prepared by Dave Eastham

THANK YOU FOR YOUR BUSINESS



# Orange County Fire Authority

1 Fire Authority Road, Irvine, CA 92602

## BLANKET ORDER

DATE: 12/11/17

PURCHASE ORDER #: B01820

VENDOR: @00001129

ROTORCRAFT SUPPORT INC  
16425 HART ST  
VAN NUYS CA 91406

SHIP TO:

P.O. # must appear on all packages & correspondence.

FULLERTON AIRPORT  
3900 WEST ARTESIA AVENUE  
FULLERTON CA 92833

PHONE: 818-997-7667

FAX: 818-997-1513

Delivery Hours: 7am - 12pm and 1pm - 4pm

FOB: DESTINATION

CONTRACT TERM: 12/01/2017 - 11/30/2018

BUYER: JAMES AGUILA @ 714-573-6647

TERMS: NET 30 DAYS

Item	Description	Total Amount
	AS-NEEDED HELICOPTER INSPECTION, MAINTENANCE, REPAIRS, AND PARTS IN ACCORDANCE WITH RFP JA2226, PROFESSIONAL SERVICES AGREEMENT DATED: 10/26/17, AND BOARD OF DIRECTORS APPROVAL DATED: 10/26/17. . THE TERM OF THE AGREEMENT IS FOR A ONE-YEAR PERIOD THROUGH NOVEMBER 30, 2018 WITH FUNDING NOT-TO-EXCEED \$150,000. THERE ARE FOUR (4) ONE-YEAR OPTIONAL RENEWAL PERIODS REMAINING. . PRICING IN ACCORDANCE WITH ATTACHMENT A - RSI BID PRICE SHEET SUBMITTED SEPTEMBER 6, 2017. . VENDOR CONTACT: DAVE EASTHAM 818-997-7667 EMAIL: DAVE@ROTORCRAFTSUPPORT.COM . OCFA AIR OPS CONTACT: JOHN WILSON 714-522-4141 EMAIL: JOHNWILSON@OCFA.ORG . VENDOR INSURANCE ON FILE EXPIRES MAY 2018 =====	
1	ACCOUNTING: 121-1167-1305-200 (BELL HELICOPTER)	150,000.00
		Amount

Authorized Signature:

Send invoices to: Accounts Payable @ AP@ocfa.org (Include Federal Tax ID # on invoice)

Please acknowledge the terms and conditions on the reverse side.

Please acknowledge the terms and conditions on the reverse side.



Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
100HR/12MONTH	98	\$ 125.00	\$ 12,250.00
1000HR	7	\$ 125.00	\$ 875.00
5000HR/5 YEAR	1010	\$ 125.00	\$ 126,250.00

**Bell 412EP Helicopter:****SCHEDULED INSPECTIONS: PRICING IF COMPLETED AT CONTRACTORS FACILITY**

<b>Description</b>	<b>(A) Estimated # of Hours to Complete Inspection</b>	<b>(B) Hourly Rate</b>	<b>(C) Flat Rate (A x B) = C</b>
100HR/12MONTH	85	\$ 110.00	\$ 9,350.00
1000HR	4	\$ 110.00	\$ 440.00
5000HR/5 YEAR	680	\$ 110.00	\$ 74,800.00

**PT6T-3DF:****SCHEDULED INSPECTIONS: PRICING IF COMPLETED AT OCFA AIR OPS FACILITY**

<b>Description</b>	<b>(A) Estimated # of Hours to Complete Inspection</b>	<b>(B) Hourly Rate</b>	<b>(C) Flat Rate (A x B) = C</b>
25 HOUR	4	\$ 125.00	\$ 500.00
50HR/6MONTH	3	\$ 125.00	\$ 375.00
5000HR/12MONTH	N/A		
100HR	5	\$ 125.00	\$ 625.00
150HOUR	12	\$ 125.00	\$ 1,500.00
150HR/6MONTH	12	\$ 125.00	\$ 1,500.00
150HR/12 MONTH	4	\$ 125.00	\$ 500.00
300 HOUR	12	\$ 125.00	\$ 1,500.00
300HR/12MONTH	8	\$ 125.00	\$ 1,000.00
600 HOUR	50	\$ 125.00	\$ 6,250.00
900HR/12MONTH	8	\$ 125.00	\$ 1,000.00
900HR/24MONTH	4	\$ 125.00	\$ 500.00
1200 HOUR	4	\$ 125.00	\$ 500.00
2500 HOUR	56	\$ 125.00	\$ 7,000.00

**PT6T-3DF:****SCHEDULED INSPECTIONS: PRICING IF COMPLETED AT CONTRACTORS FACILITY**

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
25 HOUR	2	\$ 110.00	\$ 220.00
50HR/6MONTH	1	\$ 110.00	\$ 110.00
5000HR/12MONTH	N/A		
100HR	3	\$ 110.00	\$ 330.00
150HOUR	8	\$ 110.00	\$ 880.00
150HR/6MONTH	8	\$ 110.00	\$ 880.00
150HR/12 MONTH	2	\$ 110.00	\$ 220.00
300 HOUR	8	\$ 110.00	\$ 880.00
300HR/12MONTH	5	\$ 110.00	\$ 550.00
600 HOUR	36	\$ 110.00	\$ 3,960.00
900HR/12MONTH	5	\$ 110.00	\$ 550.00
900HR/24MONTH	2	\$ 110.00	\$ 220.00
1200 HOUR	2	\$ 110.00	\$ 220.00
2500 HOUR	45	\$ 110.00	\$ 4,950.00

**UH-1H Super Huey Helicopter:****SCHEDULED INSPECTION: PRICING IF COMPLETED AT OCFA AIR OPS FACILITY**

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
100HR	94	\$ 125.00	\$ 11,750.00
1200HR/24MONTH	94	\$ 125.00	\$ 11,750.00
3000HR/10YEAR	810	\$ 125.00	\$ 101,250.00



**UH-1H Super Huey Helicopter:****SCHEDULED INSPECTION: PRICING IF COMPLETED AT CONTRACTORS FACILITY**

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
100HR	75	\$ 110.00	\$ 8,250.00
1200HR/24MONTH	75	\$ 110.00	\$ 8,250.00
3000HR/10YEAR	650	\$ 110.00	\$ 71,500.00

**T53-703****SCHEDULED INSPECTION: PRICING IF COMPLETED AT OCFA AIR OPS FACILITY**

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
150 HOUR	24	\$ 125.00	\$ 3,000.00

**T53-703****SCHEDULED INSPECTION: PRICING IF COMPLETED AT CONTRACTORS FACILITY**

Description	(A) Estimated # of Hours to Complete Inspection	(B) Hourly Rate	(C) Flat Rate (A x B) = C
150 HOUR	16	\$ 110.00	\$ 1,760.00

D. **Round Trip Ferry Cost:** from OCFA Hangar: \$ 0 Per Round Trip Cost

Aircraft ferrying is to be performed by OCFA personnel. RSI will add no additional cost. If RSI personnel is expected to be present, then labor will be billed at \$125 per hour portal-to-portal.

E. **Offsite Recovery Rates:** Please provide pricing and information for Offsite Recovery Services. Include any applicable hourly rates and/or flat rates to provide these services:

This is not possible to specify as the cost will depend on the aircraft and location. Cost to recover aircraft will be invoiced at RSI actual cost plus 20%. RSI personnel will be billed to OCFA at \$125 per hour portal-to-portal.

F. **Proposed Fee Schedule for Additional Services:** Please provide pricing and information for additional services not included above. Include a list of other categories which are expected to be

paid by OCFA and a basis for any additional compensation which would be requested by your firm. Include any applicable hourly rates and/or flat rates to provide these services:

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OCFA to pay freight in and freight out charges at no markup. Additional charge may apply for

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AOG, rush, oversize and special orders. RSI personnel travel to OCFA will be charged for

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portal-to-portal labor rates.

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**USAGE** – No guarantee is given by the Orange County Fire Authority to the Contractor regarding usage of this Contract. The Contractor agrees to supply services as needed by the OCFA, at prices listed in the Contract, regardless of quantity requested. Orders may be placed against this contract at the convenience of the OCFA Fleet Services department.

**PRICE CHANGES** - Contract pricing shall remain fixed for the initial one (1) year term of the contract. Price changes after the first year of the contract shall be negotiated, but shall not exceed three (3) percent per year or the percentage increase in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, SERVICES in the Los Angeles-Riverside-Orange County, CA Area, whichever is lower. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the BASE year six month average (January through June 2017; and each January through June six month average) thereafter. All price decreases will automatically be extended to the Orange County Fire Authority. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the OCFA receives their written request. No retroactive contract price adjustments will be allowed.

**"PIGGYBACK" CLAUSE.** Offeror shall indicate below if they will extend the same prices, terms, and conditions of the proposal to other public agencies. Offeror's response to this question will not be considered in award of contract. When the Offeror extends the prices, terms, and conditions of this proposal to other public agencies, the contract shall be between Offeror and the other agencies, and the Orange County Fire Authority shall bear no responsibility or liability for the contracts. Yes  X  No    

**ADDITIONAL INFORMATION** – Provide any additional information you would like OCFA to consider:

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RSI proximity to OCFA will allow personnel response time to be as low as 2 hours. Parts

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delivery can be as fast as 1 day if parts are in stock.

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**Conditions:** The following OCFA standard work order conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work. Whenever used herein "OCFA" shall mean the Orange County Fire Authority, Orange County, California.

## STANDARD CONDITIONS

**1. Law:** This contract is governed by the laws of the state of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.

**2. Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the OCFA: no exceptions, alternates, substitutes or revisions are valid or binding on the OCFA unless authorized by the OCFA in writing. If any conditions conflict with the provisions of the written agreement, the provisions of the written agreement shall govern.

**3. Delivery:** Time of delivery is the essence of this contract. The OCFA reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to the applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind OCFA to accept future shipments, nor deprive it of the right to return goods already accepted, at SELLER'S expense. Overshipment and undershipment shall be only as agreed to by OCFA.

**4. Risk of loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by OCFA. Payment shall be made after satisfactory acceptance of shipments by OCFA.

**5. Warranty:** SELLER expressly warrants that the goods covered by this order are free of liens, of merchantable quality and satisfactory and safe for consumer use. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable counsel fees, uncured or sustained by OCFA by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, State or Federal codes, ordinances, orders, or statutes including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Contractor represents and warrants that the equipment provided under this agreement is designed to be used prior to, during, and after the calendar year 2000. The equipment provided will correctly differentiate between years that end in the same two digits, and will accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the 20<sup>th</sup> and 21<sup>st</sup> centuries.

**6. Infringement:** SELLER shall indemnify and defend OCFA, at SELLER'S expense against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.

**7. Assignment:** Neither this order nor any claim against OCFA arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation of law, nor shall SELLER subcontract any obligations hereunder, without OCFA's prior written consent.

**8. Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, OCFA shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice; whereupon (a) OCFA shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) OCFA may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by OCFA shall be considered prevailing market price at the time such purchase is made.

**9. Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to OCFA.

**10. Non-Discrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that he will not engage nor permit such subcontractors where applicable as he may employ, to engage in discrimination in the employment of persons because of race, color, sex, age, disability, national origin or ancestry, or religion of such person.

**11. Termination:** OCFA reserves the right to terminate this contract without penalty with cause immediately or without cause after 30 days written notice unless otherwise specified.

**12. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax.

## WORK ORDER CONDITIONS

**13. Performance:** SELLER shall perform all work diligently, carefully, and in a good and worklike manner, shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor, shall obtain and maintain all building and other permits and licenses required by Public authorities in connection with performance of the work, and if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent of OCFA.

**14. Indemnification:** Seller agrees to indemnify and hold harmless OCFA, its officers, employees and agents from any claims, demands or liability for injury to any persons or property, including contractor, its officers, employees or agents, OCFA, its officers, employees agents or other persons arising out of or resulting from SELLER'S performance under this contract, unless such injury is caused by the sole negligence or concurrent active negligence of OCFA, its officers, employees or agents. If SELLER'S negligence combines with OCFA'S negligence to cause injury, the parties agree that liability will be apportioned as determined by a court of competent jurisdiction. Neither party shall request a jury apportionment.

**15. Safety/Liability Language:** In connection with the performance of this contract, OCFA shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. Contractor agrees that OCFA, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite.

Contractor acknowledges the provisions of Section 6400 of the Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event OCFA identifies the existence of any condition that presents an actual or threatened danger or hazard

to any or all employees at the worksite OCFA is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section. OCFA may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by OCFA to Contractor in accordance with the provisions of this Section shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against OCFA.

**16. Insurance:** SELLER shall maintain in full force during the term of this contract the following insurance and limits not less than those specified (a) Worker's Compensation and Employers' Liability complying with any statutory requirements; (b) Comprehensive General Liability Insurance including a broad form Property Damage endorsement with a \$1,000,000 combined single limit each occurrence; (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with a \$1,000,000 combined single limit each occurrence; (d) Contractual Liability with \$1,000,000 combined single limit each occurrence. If OCFA so desires, these limits may be increased or decreased.

**17. Bill and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises; but if any does so attach, SELLER shall promptly procure its release and indemnify OCFA against all damages and expense incident thereto.

**18. Bonds:** If OCFA so desires, SELLER shall provide payment and performance bonds as required.

**19. Changes:** SELLER shall make no changes in the work or perform any additional work without OCFA'S specific written approval.



### OCFA Special Procurement Justification Form

*The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement 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 special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

#### SECTION II – REQUEST INFORMATION

Department/Section: <b>Air Operations</b>	Requested By: <b>John Wilson</b>	Date: <b>March 14, 2018</b>
Recommended Vendor: <b>Rotorcraft Support Inc.</b>	Vendor Contact: <b>Dave Eastham</b>	Vendor's E-mail Address: <b>dave@rotorcraftsupport.com</b>
Vendor Address: <b>16425 Hart Street, Van Nuys, CA 91406</b>		Vendor's Telephone #: <b>818-997-7667</b>
Type of Contract: <input type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Increase	Contract Term (Dates):	Contract Amount: <b>\$79,771.60</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).		Attachments: <input checked="" type="checkbox"/> Yes <input 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.*

The main rotor blades for HC1 required inspection, refinish, & static balance services. After completion of the initial inspection, it was found that all four blades required additional repairs.

2. Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. *Attach additional sheet if necessary.*

Three (3) quotes were initially obtained for these services and a PO was awarded to Rotorcraft Support. The original estimated project cost was \$27,832, which is within the Authority Management for small dollar purchases. However, due to the additional repairs that were found after the inspection, the increase of the total project cost caused the project to exceed the small purchase threshold of \$50,000.

SECTION III – JUSTIFICATION (*continued*)

Because the initial informal request for quotes didn't meet the formal solicitation process for purchases exceeding \$50,000, staff considers the revised project cost to be a special procurement and is requesting approval to authorize a change order increase to the purchase order to complete the necessary repairs. It is not unusual to find a need for additional parts and repairs during regular maintenance.

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

Staff obtained three informal quotes for these services and awarded a purchase order to Rotorcraft Support Inc (the only authorized Bell Helicopter Textron service provider submitting a quote) for a total project cost of \$27,832.

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.)

No

## Special Procurement Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
<i>TRAVIS POWELL</i>	<i>[Signature]</i>	<i>3.14.18</i>
ASSISTANT CHIEF NAME	SIGNATURE	DATE
<i>Dave Anderson</i>	<i>[Signature]</i>	<i>3/14/18</i>

## Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
<i>Dustin Casper</i>	<i>3/14/18</i>
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
<i>Jan Zeller</i>	<i>3/14/18</i>

Executive Committee Approval Required ☐ Yes ☐ No Special Procurement over \$50,000

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



# ORANGE COUNTY FIRE AUTHORITY Purchase Requisition

ORANGE COUNTY FIRE AUTHORITY

18 MAR 13 PM 3:48

Date Submitted: <b>3/13/2018</b>	Requested By: <b>JOHN WILSON</b>	Signature: 	Phone Number: <b>714-522-4141</b>		
Organization Code: <b>1167</b>	Section Manager or Designee: <b>BC COVEY</b>	Signature: 	Phone Number: <b>714-522-4141</b>		
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> No. of Pages: <b>1</b>	Delivery Contact:  Specific Required Date: <b>ASAP</b>	Delivery Location: RFOTC <input type="checkbox"/> OCFA Station #  Is this a Commodity <input type="checkbox"/> or a Service <input checked="" type="checkbox"/> ? (Services may have additional requirements, such as insurance, license, registration, written contract, etc.)			
Suggested Vendor: <b>ROTORCRAFT SUPPORT</b>		Contact Name: <b>VERONICA LOZANO</b>			
Contact Email: <b>VERONICA@ROTORCRAFTSUPPORT.COM</b>		Phone Number: <b>818-997-7667</b>			
Line Item	Qty	Unit Size	Description (item name, brand, manufacturer, color, size, model number, etc.) Attach Quote or use additional sheets if needed.	Unit Price	Extended Price
1			CHANGE REQUEST TO PO0011106		
2					
3					
4					
Estimated Tax					
Shipping					
Approx. Total + Tax					

<b>Please describe the general purpose of the items or service requested:</b>

<b>Change Order Only:</b>	
Original PO/BO Amount:	\$ <b>27,832.00</b>
Increase/Decrease Amount:	\$ <b><del>49,259.60</del></b>
Revised Total Amount:	\$ <b><del>77,091.60</del></b>

<b>For Completion by Requestor</b>					
<b>ACCOUNTING STRING (Refer to Budget Detail Book)</b>					
Fund	Orga	Account	Program	Activity (Optional)	Amount
121	1167	1305			<b><del>77091.60</del></b>
					<b>7711.60</b>
Approx. Total + Tax (Must Agree to Itemized Amount Above)					

<b>Finance Division Use Only</b>	
<b>REQUIRED FOR REQUESTS &gt; \$5,000</b>	
Accounting String Approved <input checked="" type="checkbox"/>	Controlled <input type="checkbox"/> Fixed <input type="checkbox"/>
Budget Available <input checked="" type="checkbox"/>	SOP AM 110.01 / AD 03.03
Signature: <b>3/14/18</b>	
Comments: <b>HC Rotor maintenance.</b>	

<b>Purchasing Use Only</b>		
Purchase Order Number:	Solicitation Number:	Comments:
FOB Point:	Payment Terms:	
Vendor: Suggested <input type="checkbox"/> Other <input type="checkbox"/>	Vendor Number:	
Vendor Name:		
Contact Name:		





ROTORCRAFT SUPPORT INC.

## ROTORCRAFT SUPPORT, INC.

16425 Hart Street  
Van Nuys, CA 91406

Tel: (818) 997-7667  
Fax: (818) 997-1513

F.A.A. Certificate YT2R331L  
www.rotorcraftsupport.com

### QUOTATION



For : Account No. [4149]

ORANGE COUNTY FIRE DEPARTMENT  
Attn: John Wilson  
3900 ARTESIA AVE.  
FULLERTON, CA 92833

Tel : 714-522-4141  
Fax : 714-522-2169

No. 012687

Pg: 1

WO # : Q012687  
Terms : NET 30  
Our Contact : VERONICA LOZANO  
Tel. : 818-997-7667 Ext. 263 Fax: 818-997-8060  
eMail : veronica@rotorcraftsupport.com  
Valid Until : Apr-11-2018  
TRACKER# :  
Quote Date : Mar-12-2018

We are pleased to present the following quotation for your review:

Line	P/N & Description	Cnd	Qty Bid	Delivery	Unit Price	Amount
1	412-015-300-119 BLADE ASSY Serial No.: A4258	RPD	1.00 EA	Stock	\$ 19,254.0000 EA	\$ 19,254.00
2	412-015-300-119 BLADE ASSY Serial No.: A4272	RPD	1.00 EA	2 Weeks	\$ 19,329.6000 EA	\$ 19,329.60
3	412-015-300-119 BLADE ASSY Serial No.: A4291	RPD	1.00 EA	2 Weeks	\$ 19,254.0000 EA	\$ 19,254.00
4	412-015-300-119 BLADE ASSY	RPD	1.00 EA	2 Weeks	\$ 19,254.0000 EA	\$ 19,254.00
SEE ATTACHED BREAK DOWN						
Sub Total:						\$ 77,091.60

Prices are based on Manufacturers' published list price and are subject to change without notice. Items quoted are subject to prior sale. All cores are due within 10 working days of receipt of exchange unit. Your shipment will be insured and you will be charged unless we are directed otherwise. All returns are subject to a re-stocking fee. Customer purchase orders that are cancelled after 3:00 p.m. are subject to a re-stocking fee plus freight/handling charges. All wire transfers require a \$ 35.00 processing fee.

ALL PRICES INCLUDE A 3.5% CASH/CHECK DISCOUNT. NON-CASH/CHECK PAYMENTS WILL REQUIRE PRICING TO BE ADJUSTED AFTER DISCOUNT IS REMOVED.

VERONICA LOZANO, Repairables/Exchange

Copyright (c) PENTAGON 2000 Software, Inc.

Total: [USD] \$ 77,091.60

## **Aguila, James**

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**From:** Dave Eastham <dave@rotorcraftsupport.com>  
**Sent:** Tuesday, March 13, 2018 4:09 PM  
**To:** Wilson, John; Aguila, James  
**Subject:** Main Rotor Blade Repairs

Good afternoon,

The main rotor blade quotes were received. Additional cost was incurred due to needed repairs.

All blades require replacement of: Inboard Trim Tab with skin patch repairs on the upper and lower surface.

Center Trim Tab with skin patch repairs on the upper and lower surface.

Inboard Polyurethane Tape

Blade s/n A-4272 also required replacement of the Inboard Splice Cover

The cost to perform these repairs increased the original quote of \$6288.00 / Blade for inspection, refinish & static balance to:

\$19254.00 each for blade s/n's: A-4258, A4291, & A-4284

\$19329.00 for blade s/n: A-4272

Please call if you have any questions.

Dave Eastham  
Rotorcraft Support Inc.  
818-997-7667



# Orange County Fire Authority

1 Fire Authority Road, Irvine, CA 92602

## PURCHASE ORDER

**DATE:** 1/31/18

**PURCHASE ORDER #:** P0011106

**VENDOR:** @00001129

ROTORCRAFT SUPPORT INC  
16425 HART ST  
VAN NUYS CA 91406

**SHIP TO:**

*P.O. # must appear on all packages & correspondence.*

JOHN WILSON  
FULLERTON AIRPORT  
3900 WEST ARTESIA AVENUE  
FULLERTON CA 92833

**PHONE:** 818-997-7667

**FAX:** 818-997-1513

*Delivery Hours: 7am - 12pm and 1pm - 4pm*

**FOB:** DESTINATION

**DELIVER BY:** 02/07/18

**BUYER:** JAMES AGUILA @ 714-573-6647

**TERMS:** NET 30 DAYS

Item	Description	Qty	Price	Total Amount
1	HC1 MAIN ROTOR BLADE REPAIR. . PRICING PER ROTORCRAFT QUOTE RSI Q1688 REV 1 OCFA PURCHASE ORDER TERMS AND CONDITIONS APPLY . VENDOR CONTACT: DAVE EASTHAM 818-997-7667 EMAIL: DAVE@ROTORCRAFTSUPPORT.COM . OCFA AIR OPS CONTACT: JOHN WILSON 714-522-4141 EMAIL: JOHNWILSON@OCFA.ORG . VENDOR INSURANCE ON FILE EXPIRES 5/2018 =====	1.00 EA	27,832.0000	27,832.00
	Account #: 121-1167-1305-200-	Amount 27832.00		
			<b>Total Amount</b>	

**Authorized Signature:**

Send invoices to: Accounts Payable @ [AP@ocfa.org](mailto:AP@ocfa.org) (Include Federal Tax ID # on invoice)

*Please acknowledge the terms and conditions on the reverse side.*



Please acknowledge the terms and conditions on the reverse side.



# QUOTATION

Van Nuys CA 91406

818-997-7667

818-997-1513

dave@rotorcraftsupport.com

DATE

January 8, 2018

TO ORANGE COUNTY FIRE AUTHORITY  
ATTN: JOHN WILSON

EXPIRATION DATE

February 7, 2018

QUOTE NUMBER RSI Q1688 REV 1

## MAIN ROTOR BLADE INSPECTION & REFINISH

DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
REMOVE AND REINSTALL MAIN ROTOR BLADES			
MAIN ROTOR BLADES TO BE INSPECTED, REFINISHED AND STATIC BALANCED BY BELL HELICOPTER / APPROVED REPAIR FACILITY			
TRACK AND BALANCE MAIN ROTOR BLADES			
LABOR (18 HRS @ \$110.00 / HR)	18	110.00	1,980.00
OUTSIDE LABOR (TOTAL FOR 4 BLADES)	1	25,152.00	25,152.00
FREIGHT (APPROX.)	1	700.00	700.00
	TOTAL	\$	27,832.00

### TERMS AND CONDITIONS

It is projected that the execution of the aforementioned quote will take approximately 30 days.

Rotorcraft Support , Inc. shall not be responsible for delay in the performance of this Agreement due to causes beyond its reasonable control and without fault or negligence. Such causes may include acts of God; acts of war; acts of government; inability to procure accessories, equipment or parts; strikes or labor troubles causing cessation, slowdown or materials, interruption of work and inevitable delays in transportation.

The above estimate should be used as a budgetary tool only. Any hidden damage found during dimensional checks and preliminary inspections shall be considered as Additional Work Required (WAR) and will be quoted separately for customers approval. \*\*\* The Customer is responsible for shipping / handling fees, and taxes \*\*\*

The above quote was prepared by Dave Eastham

THANK YOU FOR YOUR BUSINESS



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Executive Committee Meeting  
March 22, 2018

Agenda Item No. 3F  
Consent Calendar

**Cooperative Contract for Information Technology  
Staff Augmentation Services**

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**Contact(s) for Further Information**

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Joel Brodowski, IT Manager	<a href="mailto:joelbrodowski@ocfa.org">joelbrodowski@ocfa.org</a>	714.573.6421

**Summary**

This agenda item is submitted for approval to award a contract to Computer Aid, Inc. (CAI) to provide staff augmentation services utilizing the National Joint Powers Alliance (NJPA) cooperative contract.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTIONS:**

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Computer Aid, Inc. for staff augmentation services for a two-year term at an amount not to exceed \$1,257,412.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for the Records Management Systems replacement has been approved in the adopted FY 2017/18 Capital Improvement Program Budget, specifically in Fund 124 (Systems Development & Support) for a total project budget of \$1,305,117. This proposed \$1,257,412 contract with CAI will be expended over a two-year term and is needed to provide additional support for staff to ensure project completion.

**Background**

The OCFA Information Technology (IT) Section is responsible for the management and implementation of a large number and variety of technology projects including Public Safety Systems (see Attachment 2 for additional detailed project information). OCFA staff has proposed developing the incident reporting and investigations case management components of the Public Safety Systems internally. Due to the level of involvement and resources needed for projects of this size, existing staffing levels are inadequate and staff augmentation services are needed to ensure project completion.



### ***Staff Augmentation***

OCFA utilizes technology service providers to augment existing staff resources to support ongoing and increasingly complex OCFA technology needs. This approach has been successful because it allows OCFA to obtain qualified resources at a reasonable rate with the flexibility to adjust the type and quantity of resources to the ever-changing needs of the organization. This is especially effective during equipment replacement projects, new system implementations, infrastructure changes, and other project specific needs such as the current Public Safety Systems replacement project.

### ***Computer Aid, Inc.***

Computer Aid, Inc. (CAI) has managed over \$2 Billion in public agency spending and assumes all administrative tasks involved with the provision of staff augmentation services. CAI is able to utilize existing suppliers, and/or add new suppliers specialized in the market. CAI's services include the initial prescreening of candidates, a consolidated invoicing process, if multiple suppliers are used, and analytics to provide oversight on assigned personnel.

### ***National Joint Powers Alliance (NJPA) Cooperative Contract***

The NJPA cooperative contract awarded to Computer Aid, Inc. (CAI) resulted from a competitive solicitation issued by the NJPA, RFP #020817, and Contract #020817. Use of this contract entitles OCFA to the same discounted rates for Information Technology (IT) Staff that the NJPA receives due to the large number of participating agencies in need of these services. Additionally, use of this contract allows OCFA IT the flexibility to select from a variety of positions at different levels and the ability to cap billing rates to meet budgetary constraints.

Below are general descriptions of each position OCFA anticipates using as a part of this contract including the estimated number of hours and contracted billing rates. The proposed hourly bill rates are competitive with current established bill rates for other OCFA professional services contracts i.e., Westnet, Inc., Sixth Street Consulting, TriTech Software Systems:

<b>Position</b>	<b>Hours</b>	<b>Bill Rate</b>	<b>Total</b>
<i>System Architect</i>	2,600	\$156.86	\$407,836.00
<i>.Net Developer</i>	4,160	\$117.34	\$488,134.40
<i>Documentation Specialist</i>	1,040	\$89.64	\$93,225.60
<i>Software Tester</i>	1,040	\$91.85	\$95,524.00
<i>Database Administrator</i>	1,560	110.7	\$172,692.00
<b>Estimated Total</b>			<b>\$1,257,412.00</b>

### ***Conclusion***

Based on the additional staffing required to complete the OCFA Public Safety Systems replacement project, staff is requesting approval and authorization for the Purchasing Manager to execute the proposed Professional Services Agreement with Computer Aid, Inc. for Staff Augmentation Services for a two-year term at an amount not to exceed \$1,257,412.

### ***Attachment(s)***

1. Professional Services Agreement
2. Executive Summary – Public Safety Systems Replacement Project

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this \_\_\_\_ day of March, 2018, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Computer Aid, 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 Staff Augmentation Services for the OCFA Records Management System (RMS), hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a Scope of Services, which is incorporated herein by this reference ("Scope of Services"); 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 the Scope of Services, attached hereto as Exhibit "A," which includes by reference and by addendum: (1) Firm's Scope of Services, and (2) 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 Scope of Services,

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 Scope of Services 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 Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifty thousand dollars (\$50,000.00) must be approved in writing by the OCFA Purchasing Manager. Any additional compensation exceeding this amount must be approved in writing by the Executive Committee of the OCFA Board of Directors.

## **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 Scope of Services. 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 terms set forth in Exhibit "A", in an amount not to exceed \$1,257,412.

#### **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 the Scope of Services, 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 continue in full force and effect for fifteen months (initial term) unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be extended upon mutual agreement between OCFA and the Firm.



## **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: Timothy Nau.

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, 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 Scope of Services).

**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. 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 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 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

**WITH COPY TO:**

David E. Kendig, General Counsel  
Woodruff, Spradlin & Smart  
555 Anton Blvd. Suite 1200  
Costa Mesa, CA 92626

To Firm:

Computer Aid, Inc.  
Attention: Timothy Nau  
1390 Ridgeview Dr.  
Allentown, PA 18104



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 Authority

Date: 3/15/2018

"FIRM"

COMPUTER AID, INC.

Date: March 8, 2018

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

James Cooney  
Executive Vice President

Date: 3/8/18

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

Ellen Sigi  
Vice President

#### **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]**

## Exhibit "A"

### Computer Aid, Inc. Proposal to Orange County Fire Authority (OCFA) utilizing The National Joint Powers Alliance "NJPA" contract pricing as detailed in the IT Staff Augmentation award #020817-CAI

#### Scope of Services

This proposal is offered in response to the request from OCFA Information Technology (IT) Section to supply supplemental IT staff to support the OCFA Records Management System (RMS) project as detailed by OCFA IT.

Computer Aid, Inc. (CAI) will provide through its network any requested supplemental IT Staff as to OCFA to work under the direction of OCFA IT Staff. The types of additional staff needed will depend on the project demands and timeline as determined by OCFA IT Staff. CAI will coordinate the requests, provide OCFA IT Staff with screened candidates for selection, and coordinate payment and benefits to that supplemental staff through its network / existing system. The details, methods and terms and conditions are mutually agreed to by CAI and OCFA as set forth in this Agreement and the NJPA Contract #020817-CAI, which is incorporated herein by reference. Any inconsistency existing between the terms of this Agreement and the NJPA Contract #020817-CAI shall be resolved in favor of this Agreement.

The positions that may be potentially used to meet the request include but are not limited to:

System Architect	\$156.86/HR
.Net Developer	\$117.34/HR
.Net Developer	\$117.34/HR
Documentation Specialist	\$89.64/HR
Software Tester	\$91.85/HR
Database Administrator	\$110.70HR

Orange County Fire Authority (OCFA) is currently undergoing a custom software development project to replace multiple legacy Records Management Systems (RMS). After researching Commercial off the Shelf (COTS) solutions, they have determined that replacing a portion of their RMS systems with a custom developed software solution will provide the organization a more desirable solution, including the flexibility to grow the system as organizational needs change. A custom developed solution will also provide long-term cost savings by reducing the annual software maintenance that is required with COTS solutions. The project will focus on replacing the legacy Incident Reporting System and Incident Investigations System. These systems are used by OCFA Operations and Investigations personnel to satisfy National Fire Incident Reporting (NFIRS) reporting compliance, manage Incident Investigations and other data elements.

OCFA is requesting assistance in supplementing their existing IT staff resources in order to accomplish this effort. Supplemental resources have been identified as a System Architect, .NET Developers, Documentation Specialist, Software Tester and Database Administrator.



These resource needs are subject to change throughout the project life-cycle, but project timeline estimates the following based on CAI rates:

<i><b>Position</b></i>	<i><b>Hours</b></i>	<i><b>Bill Rate</b></i>	<i><b>Total</b></i>
System Architect (15 months)	2600	\$156.86	\$407,836.00
.Net Developer (12 months)	2080	\$117.34	\$244,067.20
.Net Developer (12 months)	2080	\$117.34	\$244,067.20
Documentation Specialist (6 months)	1040	\$89.64	\$93,225.60
Software Tester (6 months)	1040	\$91.85	\$95,524.00
Database Administrator (9 months)	1560	\$110.70	\$172,692.00
<i><b>Estimated Project Total</b></i>			<i><b>\$1,257,412.00</b></i>

## **Orange County Fire Authority Public Safety Systems Replacement Project**

### ***Background***

Replacing the OCFA's Orange County Fire Incident Reporting System (OCFIRS) and Investigations Case Management System (ICMS), both components of the OCFA's Records Management Systems (RMS) were included as part of an RFP published in January 2011 to replace and upgrade the OCFA's Public Safety Systems (PSS) which includes the Computer Aided Dispatch (CAD) and RMS. The RMS also includes permitting, inspections, plans review and other functions of the OCFA's Integrated Fire Prevention (IFP) system which will be replaced as a future project. The OCFA's RFP was written with the flexibility to consider single-vendor solutions that utilized Commercial Off-The-Shelf (COTS) technology as much as possible, *or* multiple vendors partnering to provide an integrated solution, whichever was superior. Based on the respondents and a lack of a suitable single-vendor CAD/RMS solutions, it was decided to separate replacing CAD and RMS into independent projects.

A new TriTech CAD system was selected and successfully deployed (September 2014 go-live). The RMS selection process continued and OCFA started negotiations with FDM Software (FDM), a Canadian public safety solutions provider for their RMS in 2013. The contract negotiations included attending the FDM user group conference and on-site visits to FDM's facility in Vancouver, BC, and other fire departments using FDM technology. After extensive due diligence, Staff decided that FDM was not viable solution for OCFA and recommended to the OCFA Executive Management team to end negotiations and consider other solutions.

None of the RFP responses for RMS replacement reviewed by staff met enough of OCFA's business requirements especially the desired new functions and technology. Integration with OCFA's GIS data and providing mobile applications that could remotely access the OCFA's RMS were highly desirable. Staff began investigating other solutions that could be developed with in-house resources using COTS technology with some custom development and programming. Staff also looked at individual components of some RMS vendors that could be interfaced together to meet OCFA's needs.

### ***Electronic Plans Review***

OCFA released a second RFP in 2014 for the electronic plan review (EPR) portion of the RMS and after evaluating responses, negotiations were opened with Tyler Technologies (Tyler). The price of Tyler's EPR product proved to be prohibitive leading Staff to continue investigating other solutions. As a result, Staff proposed developing with in-house resources a solution that leveraged OCFA's existing investment in Microsoft Office 365. A contract was awarded to, and partnered with Municipal Services Bureau (MSB) for the collection of to perform online payments that to meets the OCFA's EPR requirements of both Finance and Community Risk Reduction (CRR) needs. Executive Management and the ~~Community Risk Reduction (CRR) department~~ agreed to move forward with an in-house developed EPR solution which went live in January 2017 with minimal expense. Currently multiple customers are using the system.

Staff also developed and deployed several custom mobile applications that leverage the OCFA's extensive GIS data to enhance ~~the~~CRR's inspections process including powerline inspection applications, wildland inspections, and other GIS-centric applications.

### ***OCFIRS and ICMS Replacement***

~~Staff is requesting approval of this contract with Computer Aid, Inc. (CAI) to develop an in-house replacement for the incident reporting applications, OCFIRS and ICMS, which are a piece of the RMS project. If approved, CAI, OCFA staff has proposed contracting with Computer Aid, Inc. (CAI), an IT services firm to will provide supplemental IT professional services including the following positions: -Software Developer, Database Analyst, System Architect, and others to assist OCFA staff in developing the a-customized applications. replacement for the OCFIRS and ICMS. CAI is a National Joint Powers Alliance (NJPA) co-operative agreement participant and able to provide the staffing resources needed including: Software Developer, Database Analyst, System Architect, and other contracted professionals who will partner with OCFA staff.~~ OCFA staff has designed the major user interface (UI) features of the investigations case management systems and will utilize the supplemental staffing resources to develop the core development, testing and deployment of the new systems.

### ***Conclusion***

Based on the need for a customized solution to replace the OCFIRS and ICMS components of the RMS project that satisfy National Fire Incident Reporting Systems (NFIRS) requirements and the needs of other areas such as investigations and wildland State Responsibility Area (SRA) reporting to the state, Staff will utilize OCFA resources and CAI staff augmentation. Staff recommends approving and authorizing the Purchasing Manager to issue a contract with CAI in the amount of \$1,257,692 to be expended over a two (2) year term to develop and deploy the replacement systems for the OCFIRS and ICMS components of the RMS replacement project.

The replacement for remaining components of the RMS replacement project which includes the permitting, planning, scheduling and other functions that are part of the OCFA's IFP system is ongoing and beyond the scope of these recommended actions. Staff will bring back further recommendations to the Executive Committee to replace IFP at a later date.



There are no materials for  
Agenda Item No. 3G



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Executive Committee Meeting**  
**March 22, 2018**

**Agenda Item No. 3H**  
**Consent Calendar**

**Sole Source Contract Amendment with FATPOT Technologies, LLC and  
Increase for the Regional CAD2CAD System Upgrade Project**

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**Contact(s) for Further Information**

Dave Anderson, Acting Fire Chief	<a href="mailto:daveanderson@ocfa.org">daveanderson@ocfa.org</a>	714.573.6006
Joel Brodowski, IT Manager	<a href="mailto:joelbrodowski@ocfa.org">joelbrodowski@ocfa.org</a>	714.573.6421

**Summary**

This agenda item seeks to amend and increase the current sole source contract with FATPOT Technologies, LLC (FATPOT) to authorize FATPOT to act as OCFA's agent and enter into CAD System Adapter Agreement(s) with the Cooperating Agencies (Laguna Beach, MetroNet) and third-party system providers to upgrade to the Regional Next Generation CAD2CAD system.

**Prior Board/Committee Action**

At the November 16, 2017, Executive Committee meeting, the Committee approved a sole source contract with FATPOT Technologies, LLC in the amount of \$179,000 for professional services to upgrade to the Regional Next Generation CAD2CAD system.

**RECOMMENDED ACTION**

1. Approve and authorize the Purchasing Manager to Execute Change Order No. 1 to the FATPOT Software License and Services Agreement to upgrade to the Regional Next Generation CAD2CAD system and allow FATPOT to act as OCFA's agent to define, administer, and enter into CAD System Adapter Agreement(s) with Cooperating Agencies and third-party system providers to implement the project as necessary.
2. Approve and authorize the Purchasing Manager to increase the current sole source contract amount of \$196,900 (\$179,000 + \$17,900 contingency budget) with FATPOT by \$125,843 for a new not to exceed total of \$322,743 for additional services as specified in Change Order No. 1.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for the FATPOT Regional Next Generation CAD2CAD (NG-C2C) Upgrade project has been approved in the Adopted FY2017/18 Capital Improvement Program Budget, specifically in Fund 124 (Systems Development & Support) with an estimated project budget of \$450,000. Funding for the software license and maintenance fees will be maintained as ongoing system maintenance in the annual General Fund budget, specifically in the Support Services Department budget for services and supplies. The OCFA will cost-recover shared costs for this project and ongoing annual system maintenance expenses from the Cooperating Agencies as detailed in the cost-sharing matrix below.

## Background

### *Previous Executive Committee Action*

On November 16, 2017, the Executive Committee approved and authorized the Purchasing Manager to issue a sole source contract to FATPOT Technologies, LLC in the amount of \$179,000 (with a \$17,900 contingency budget) to provide professional services to upgrade the FATPOT Regional CAD2CAD system. Staff would work with each dispatch agency and their CAD vendor to develop a detailed Scope of Work (SOW) for the required CAD adapter interface upgrades.

See attachment for more detail.

### *External Agency CAD Interface Adapter*

Staff recommends utilizing FATPOT as an agent to define, administer and enter into CAD System Adapter Agreement(s) with Cooperating Agencies and third-party system providers to implement the project as necessary.

**Cooperating Agency CAD Adapter costs**

Project Participants	Description	CAD Adaptor	FATPOT	Total
<b>Metro Net CAD System Adapter</b>	<b>Metro Net C2C Adapter developed and maintained by Keystone Public Safety, Inc</b>	56,640.00	7,500.00	64,140.00
<b>Laguna Beach CAD System Adapter</b>	<b>Laguna Beach C2C Adapter developed and maintained by Hexagon</b>	54,203.30	7,500.00	61,703.30
<b>Costa Mesa CAD System Adapter</b>	<b>Costa Mesa C2C Adapter developed and maintained by Superion</b>	0.00	0.00	0.00
Total for current Staff Report				<b>125,843.30</b>

Legal Counsel has reviewed and approved change order 1 to the contract as to form.

Staff is requesting approval and authorization to approve and amend the sole source contract with FATPOT with the proposed Change Order no. 1 to upgrade to the Regional Next Generation CAD2CAD system with cooperating agencies and to increase the amount of the contract by \$125,843 for a new total not to exceed contract amount of \$322,743.

### **Attachment(s)**

1. Original Agreement (On file in the Clerk's Office)
2. Change Order No. 1
3. Sole Source Justification Form



### **Background**

FATPOT Technologies, LLC is the sole proprietor of CAD2CAD (C2C) technology used by the OCFA and the other Fire agencies in Orange County. They were selected after a competitive Request for Proposal (RFP) process to implement and maintain an Automatic Vehicle Location (AVL) system in 2007 for the OCFA, and a regional AVL system used by all fire agencies in Orange County. The regional AVL system provided a single map and common operating platform for each participating agency to view emergency apparatus. A regional cooperative agreement was established between the participating fire agencies and administration of the system delegated to OCFA on behalf of the Orange County Fire Chief's Association (OCFCA). Regional C2C functionality was added to the regional AVL system in 2009.

In September 2015, the OCFCA Operations subcommittee recommended to the OCFCA that the dispatch agencies work together to enhance C2C functionality by exchanging AVL data between their four CAD systems. FATPOT upgraded the C2C software at no charge and in June 2016, the use of AVL for auto-aid recommendations on high priority incidents was implemented. Currently, approximately 30-unit requests for automatic aid occur daily between the four dispatch agencies.

The regional C2C technology is built on the regional AVL's 10-year old system, and needs to be upgraded to utilize advances in computer hardware and software. Due to its age, the system is experiencing performance issues that can occur during peak incident activity that have required its disconnection on several occasions. Dispatchers must then use manual procedures to request resources from other agencies.

Upgrading the FATPOT Next Generation CAD2CAD (NG- C2C) system is very complex and will take an estimated 12 to 18 months to fully deploy. The project will fund both the FATPOT upgrade efforts, as well as the development and implementation costs of the cooperating dispatch agency's CAD adapter interfaces. Total project costs will be funded by OCFA with cost recovery to follow after go-live.

**Summary of Next Generation CAD2CAD Costs**

<b>Project Participants</b>	<b>Status</b>	<b>Description</b>	<b>CAD Adaptor</b>	<b>FATPOT</b>	<b>Total</b>
<b>FATPOT</b>	<b>Approved 11/16/2017</b>	FATPOT professional services		179,000.00	179,000.00
<b>Metro Net CAD System Adaptor</b>	Pending Approval	<b>Metro Net C2C</b> Adaptor developed and maintained by <b>Keystone Public Safety, Inc</b>	56,640.00	7,500.00	64,140.00
<b>Laguna Beach CAD System Adaptor</b>	Pending Approval	<b>Laguna Beach C2C</b> Adaptor developed and maintained by <b>Hexagon</b>	54,203.30	7,500.00	61,703.30
<b>Costa Mesa CAD System Adaptor</b>	Based on current info, not required	<b>Costa Mesa C2C</b> Adaptor developed and maintained by <b>Superion</b>	0.00	0.00	0.00
<b>OCFA CAD System Adaptor</b>	Pending Approval	OCFA C2C Adaptor developed and maintained by <b>TriTech Software, Inc.</b>	120,453.50	0.00	120,453.50
<b>Project Total</b>					<b>425,296.80</b>

## PROJECT LIFECYCLE

### ***OCFCA Approval 10/19/2017***

On October 19, 2017, the OCFCA recommended upgrading the regional C2C system to the current NG-C2C system and approved staff to bring the project before the OCFA Executive Committee on November 16, 2017, to seek approval to initiate the project.

### ***OCFA Executive Committee Project Initiation Approval 11/16/2017***

On November 16, 2017, the OCFA Executive Committee approved issuing a sole source contract to FATPOT Technologies, LLC in the amount of \$179,000 (plus \$17,900 contingency) to provide professional services to upgrade the FATPOT regional CAD2CAD system. The costs for each agencies' CAD interface adapter would then be presented to the Executive Committee for approval at a future meeting before expenditure of project funds.

### ***OCFA Executive Committee Change Order for External Agency Adapter 03/22/2018***

After discussions with FATPOT and OCFA's purchasing and finance staff, and legal counsel, it was recommended to fund external agency (Metro Net, Laguna Beach and Costa Mesa) CAD adapter costs by authorizing FATPOT to act as OCFA's "Agent" to define, administer, and enter into CAD System Adapter agreements. Quotes and \$7,500 fee for each contract. Initial research indicates that the current CAD adapter for Costa Mesa should not need an upgrade.

The OCFA TriTech CAD interface adapter would be presented to Executive Committee for approval as a separate staff report.

#### **Cooperating Agency CAD Adapter costs**

<b>Project Participants</b>	<b>Description</b>	<b>CAD Adaptor</b>	<b>FATPOT</b>	<b>Total</b>
<b>Metro Net</b> CAD System Adapter	<b>Metro Net</b> C2C Adapter developed and maintained by <b>Keystone Public Safety, Inc</b>	56,640.00	7,500.00	64,140.00
<b>Laguna Beach</b> CAD System Adapter	<b>Laguna Beach</b> C2C Adapter developed and maintained by <b>Hexagon</b>	54,203.30	7,500.00	61,703.30
<b>Costa Mesa</b> CAD System Adapter	<b>Costa Mesa</b> C2C Adapter developed and maintained by <b>Superion</b>	0.00	0.00	0.00
Total for current Staff Report				<b>125,843.30</b>

### ***OCFA Executive Committee Change Order for OCFA Agency Adapter 03/22/2018***

OCFA currently has an annual software maintenance agreement with TriTech Software, Inc. The TriTech NG-C2C adapter upgrade will replace the existing CAD2CAD standard interface. Staff recommends approving the current CAD System Adapter as part of the NG-C2C project.

Costs for OCFA TriTech CAD Adapter:

<b>Project Participants</b>	<b>Description</b>	<b>CAD Adaptor</b>	<b>FATPOT</b>	<b>Total</b>
<b>OCFA</b> CAD System Adaptor	OCFA C2C Adapter developed and maintained by <b>TriTech Software, Inc.</b>	120,453.50	0.00	<b>120,453.50</b>

### ***Cost Recovery***

As the project sponsor and administrator of the regional C2C system, project costs will be funded by OCFA with cost recovery to follow after go-live using a formula that considers the factors listed below for each Agency's jurisdiction as compared to Orange County in total:

- No. of Address points
- No. of incidents dispatched annually
- Miles of streets
- Population
- Square miles

<b>Participating Agencies</b>	<b>Cost Share Percentage</b>
MetroNet	33.95%
Costa Mesa	3.21%
Laguna Beach	1.08%
OCFA	61.76%
Totals	100.00%



## SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (the "Agreement") is entered into as of November 8, 2017 (the "Effective Date") by and between:

FATPOT TECHNOLOGIES, LLC  
a Utah limited liability company  
655 Medical Drive  
Suite 100

Bountiful, Utah 84010

(hereinafter referred to as "FATPOT")

Orange County Fire Authority

1 Fire Authority Road

Irvine, California 92602

(hereinafter referred to as "Customer" OR "OCFA")

FATPOT and Customer may be severally referred to as a "Party" or collectively referred to as "Parties".

1. **DEFINITIONS.** Whenever used in this Agreement, the following terms shall have the meanings assigned herein. Additional terms may be defined in the context in which they are first used.

1.1. "Agreement" shall mean this Agreement and any attached reference documents or Exhibit as those may be amended, modified or supplemented from time to time.

1.2. "Capitalization" Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1.3. "Confidential Information" shall mean all corporate information and material of a sensitive, proprietary, or non-public nature originating within the disclosing Party, whether in electronic, hard copy or other form, and disclosed as necessary between the Parties in a contractual agreement, but not made openly available or disclosed to the public nor any third party, unless such disclosure to a specific third party is consented to in writing by the disclosing Party. Confidential Information includes without limitation, information, data and materials relating to the disclosing Party's business, customers, personnel, trade secrets, internal processes, elements of the disclosing Party's information technology infrastructure, and any of the disclosing Party's information not generally available to the public. Confidential Information shall not include information which:

- a) is at the time of its disclosure already in the public domain and readily available to the public; or,
- b) is independently developed by the receiving Party without reference to or prior knowledge of the disclosing Party's Confidential Information; or
- c) was already legally in the possession of the receiving Party prior to its disclosure by the disclosing Party and not subject to any agreement of confidence between the receiving and disclosing Parties; or,
- d) is obtained by the receiving Party from a third party authorized to possess and disclose such information without restriction; or

- e) gets into the public domain via an authorized release from the disclosing Party and not via another party's unauthorized, wrongful, illegal or negligent release of this information to the public.

1.4. "Change Order" means work added to or deleted from the original scope of work as described in the Pricing Schedule and/or Statement of Work attached herein to this Agreement which alters the original scope, agreement amount, and/or completion date.

1.5. "Customer Environment" means the computing facilities consisting of the operating computers, operating systems and other equipment and systems into which Customer intends to integrate and use the Product.

1.6. "Documentation" means any user manuals, operating instructions, descriptions, or other written directions provided to Customer by FATPOT in connection with the Product.

1.7. "Feature Upgrade" means an optional, premium feature of a Product that FATPOT may offer to Customer at an additional fee.

1.8. "Fee(s)" mean all monetary amounts owed by Customer to FATPOT for the Product, License(s), Additional License(s), Feature Upgrade(s), Module(s), Technical Services, and Professional Services, as set forth herein or in attached reference documents or Change Orders as applicable.

1.9. "Maintenance Release(s)" means a Software program fix or improvement that solves a problem or enhances the performance of the Product(s), but does not necessarily expand the functionality of the Product(s).

1.10. "Module(s)" means software containing altered and/or new functionality that does not fall within the scope of the applicable version of the standard Software licensed under this Agreement and that FATPOT may offer to Customer at an additional fee.

1.11. "Pricing Schedule" means the Pricing Schedule attached hereto and incorporated herein which sets forth the price for Products and Services ordered by Customer hereunder.

1.12. "Product" means, individually and collectively, any Software, Module(s) and/or Feature Upgrade, Document(s) acquired by Customer through FATPOT or its authorized Reseller(s).

1.13. "Reseller" means a company or individual authorized by FATPOT to sell Product(s)

1.14. "Software" means the standard software components as described in the Pricing Schedule or Statement of Work including Maintenance Release(s), if any.

1.15. "Statement of Work" means the Statement of Work attached hereto and incorporated herein (sometimes referred to herein as the "SOW") describing the Products, Professional Services, and/or Technical Services to be provided by FATPOT to Customer. If no pricing is detailed in the Pricing Schedule or Statement of Work, pricing for Products and Services shall be the FATPOT prices in effect at the time such Products or Services are ordered.



2. **PRIOR AGREEMENTS SUPERSEDED.** This Agreement between the Parties contains all the terms and conditions that govern the rights, responsibilities, and obligations of the Parties during the term of this Agreement. This Agreement supersedes and replaces any prior or existing agreement between FATPOT and Customer, and incorporates any and all prior and ongoing agreements between the Parties. Such prior agreements, if any, shall be governed by the terms and conditions of this Agreement as if such agreements were issued hereunder. This Agreement may not be amended except in writing signed by both Parties expressly referring to which portion(s) of the Agreement are to be amended.

3. **AGREEMENT DOCUMENTS.** This Agreement shall consist of the documents listed below. The Exhibits listed below are incorporated herein and made a part of this Agreement by this reference.

- 3.1. Exhibit A – Professional Services
- 3.2. Exhibit B – Technical Services
- 3.3. Exhibit C – Statement of Work
- 3.4. Exhibit D – Pricing Schedule

4. **TERM AND TERMINATION.**

4.1. Term. This Agreement shall commence upon the Effective Date and will remain in effect until terminated pursuant to Section 4 hereof.

4.2. Termination for Cause. In the event of a material breach of this Agreement, the non-breaching Party may notify the other Party in writing of the material breach and the breaching Party will have thirty (30) days to affect a cure to such material breach. If the breaching Party does not affect such a cure to the material breach within the aforementioned thirty (30) days, the non-breaching Party may terminate this Agreement immediately without further notice to the breaching Party.

4.3. Termination because of Non-Renewal. This Agreement shall terminate, after the initial License Term, as defined in Section 8 , if either Party notifies the other of its decision to terminate by providing the other Party sixty (60) days written notice prior to the expiration of the License Term then in effect.

4.4. Effects of Termination. Upon termination of this Agreement, without prejudice to any other rights or remedies which the Parties may have, (a) all rights licensed and obligations required hereunder shall immediately cease; provided that provisions with express survival language shall survive termination, (b) Customer will promptly delete and destroy all instances of the Product and the Documentation in its possession or control, and (c) except as expressly set forth herein, Customer shall immediately pay to FATPOT any outstanding Fee(s) prorated prior to the date of termination.

5. **PRODUCT; STATEMENT OF WORK; SERVICES; EQUIPMENT; CHANGES.**

5.1. Product. All Product to be acquired by Customer hereunder is set forth in the Pricing Schedule and/or Statement of Work. After the Effective Date of this Agreement, FATPOT will put the Product at Customer's disposal for use in accordance with the timeframes set forth in the SOW. All deliveries of Product shall be inclusive of the corresponding Documentation. The risk of loss of, theft of or damage to the Product or other items delivered to Customer under this Agreement shall pass to



Customer when Customer or any third party appointed by Customer comes into possession of these items.

5.2. Statement of Work. All Statements of Work entered into by the Parties shall be executed by authorized representatives of both Parties and attached hereto. Each Statement of Work will set forth at least the following: (a) all Product being acquired under this Agreement, (b) the Professional, and Technical Services, if any, to be performed (individually and collectively the "Services") , (c) any deliverables resulting from the Services (the "Deliverables"), (c) any specifications or other requirements pertaining to the Services or Deliverables ("Specifications"), (e) the schedule for performance of the Services ("Schedule"), (f) a detailed description of the Customer Environment and minimum technical specification requirements for such, (g) any applicable assumptions or conditions, and (h) any other terms mutually agreed upon by the parties. Multiple Statements of Work may be outstanding at any particular time.

5.3. Technical Services. FATPOT Licenses and renewables thereof include Technical Services and Maintenance Releases, in accordance with, and subject to, the terms of the Technical Services Exhibit attached and referred to herein.

5.4. Professional Services. FATPOT will provide Professional Services, if requested by Customer, in accordance with, and subject to, the terms of any attached Professional Services Exhibit.

5.5. Changes. Customer may request changes to any particular Product, SOW, or Services by providing FATPOT with a written request that describes the desired change (or "Amendment"). Prior to implementing any Amendment and before the Customer incurs any costs associated with any proposed Amendment, FATPOT will provide Customer with a written quotation or Change Order which specifies any change(s) in scope, the applicable increase or decrease in the cost and/or the time that will be necessary to implement the Customer requested changes specified within the requested Amendment. Provided that either the terms and conditions of the written Change Order are acceptable to the Customer as presented or the terms and conditions are acceptably modified through additional negotiation, the resulting, mutually agreed upon change(s) in scope, and any associated increase or decrease in the cost and/or time required, shall be incorporated into a Change Order and, prior to FATPOT performing any work based on the Amendment request, the Change Order must be approved/signed and awarded by authorized representatives of both Parties.

6. **FEATURE UPGRADES AND MODULES**. FATPOT may from time to time make Feature Upgrades or additional Modules available to Customer. In addition to the terms and conditions of this Agreement, some Feature Upgrades and Modules may be subject to the Customer's prior agreement to certain use restrictions required by FATPOT or its authorized Resellers. The Customer's agreement to such restrictions, if any, shall be evidence by an Amendment to this Agreement signed by both Customer and FATPOT. Any additional or separate pricing associated with a Feature Upgrade and/or Modules will be set forth on a revised, supplemented or amended Pricing Schedule or Change Order.



## 7. PAYMENT TERMS AND CONDITIONS.

7.1. Pricing. The pricing to Customer shall be as set forth in an attached Pricing Schedule and/or Statement of Work, Technical Services Exhibit, Professional Services Exhibit, or Change Order as applicable.

7.2. Invoicing. FATPOT shall invoice Customer for Fee(s) due under this Agreement. The Invoice for Fee(s) may be prorated based upon the mutually agreed upon terms and conditions set forth in the Pricing Schedule, SOW, any associated SOW Amendment(s), or Change Order(s), but will be issued in no event later than thirty (30) days after the Product or any portion thereof is installed and operational in the Customer Environment in a non-test mode which permits Customer's operational use of the Product, or any part thereof. Customer agrees to pay FATPOT, within thirty (30) days of receipt of an invoice, all undisputed amounts in the invoice. Any undisputed amount not paid within thirty (30) days of receipt of the invoice shall accrue interest at the rate of one and one-half percent (1.5%) per month until paid in full. With respect to any disputed amount, Customer shall provide FATPOT with a written notice of such a dispute within thirty (30) days of Customer's receipt of the relevant invoice. The notice will cite the basis for the dispute, as well as supporting details sufficient to permit FATPOT to cure the dispute. Customer shall send all payments to the address included on the invoice. All amounts payable shall be in U.S. currency. The invoice will also include any and all applicable sales, use and other taxes for which Customer is responsible. If Customer is a tax exempt entity, Customer shall provide FATPOT with proof of such exemption upon execution of this Agreement.

## 8. LICENSE GRANTS, RESTRICTIONS ON USE, AND HARDWARE.

8.1. License Grants. Subject to the terms of this Agreement, including the applicable license implementation described in Section 8.2 below, and during the Term of this Agreement, FATPOT grants to Customer a limited, worldwide, non-exclusive, non-sub licensable, non-transferable license ("License") to: (a) install and use (i) the Product (in executable format and except as stated below) in Customer's Environment on Customer's server and/or computers as further outlined on the Pricing Schedule and/or Statement of Work and (ii) any related plug-ins or components on, as applicable, Customer's server and/or computers; (b) install and use the Product in the Customer's Environment to support production, test, and staging configurations; (c) use and permit a number of its employees as specified on the Pricing Schedule and/or Statement of Work (together with the Customer, the "Users") to use the Product (including any plug-ins or components) solely in connection with the Customer's business; and (d) use and make a reasonable number of copies of the Documentation provided; Customer agrees that the Product is not to be used by any other agency, department, jurisdiction, individual or entity not expressly listed on the Pricing Schedule and/or Statement of Work. Certain Feature Upgrades and Modules, or the Product, if indicated by a hosting services Exhibit, are provided on a hosted software-as-a-service basis and, in such instances, Customer will not install the Product, Feature Upgrades or Modules, but rather will access such Product, Feature Upgrades and Modules as set forth in the applicable Exhibit. Except as specifically authorized herein, neither this Agreement, nor any right, license or obligation hereunder, may be transferred, assigned, delegated, or sublicensed, in whole or in part, by Customer without FATPOT's prior written consent and any attempt to the contrary shall be void and of no legal effect.



## 8.2. License Duration; Renewals, Restrictions, Services.

- a) The License is limited in time and is only applicable during the Term of this Agreement and any renewal thereof and under the condition that Customer continuously pays all Fee(s) due in a timely manner and in full when invoiced in accordance with Section 7.2 above. The term of the License will commence on the invoice date for the Product and will continue for the period of time set forth on the Pricing Schedule and/or Statement of Work (the "Term").
- b) After the initial License Term, the License shall automatically renew in twelve (12) month increments unless either Party notifies the other of its decision to terminate by providing the other Party sixty (60) days written notice prior to the expiration of the License Term then in effect. The License Fee for the renewal License Term shall be the higher of: i) FATPOT's then current rates which are in effect at the time that the License Term is renewed, or ii) the License Fee will be adjusted each year compounded annually at the commonly accepted Consumer Price Index-Urban (CPI-U) for the Los Angeles-Riverside-Orange County, CA area for the previous 12-month period, or an increase of three percent (3%), whichever is lower.

8.3. Users License Restrictions. Customer acknowledges and understands that the Software is written in a specific programming language for use with specific operating systems and is to be used on only the hardware platforms identified as the Customer Environment, as set forth in the Pricing Schedule and/or Statement of Work. Customer may implement the Product on one computer server or multiple computers for use in its Customer Environment by no more than the number of Users or Licenses specified in the attached Pricing Schedule. The number of computer servers or licensed Users may be increased by acquiring additional User Licenses from FATPOT (each, an "Additional License"). The License Term for any Additional Licenses shall be coterminous with the License Term for the existing licenses, regardless of when acquired. Customer shall pay FATPOT additional pro-rated Fee(s) for each Additional License. For a period of thirty (30) days after the effective date of the Pricing Schedule and/or Statement of Work, the price of Additional Licenses shall be as set forth on the Pricing Schedule and/or Statement of Work; thereafter, the price of Additional Licenses shall be according to FATPOT's standard pricing then in existence.

8.4. Additional License Restrictions. Except as expressly permitted under this Agreement, Customer agrees not to: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Product or any portion thereof; (b) distribute, transfer, grant sublicenses to, or otherwise make available the Product (or any portion thereof) to third parties (other than authorized Users in connection with the operation of Customer's business), including, but not limited to, making such Product available through Reseller(s) or other distributors, or as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner the Product (or any element thereof) into other applications of Customer or third parties, other than as authorized in the applicable Documentation; (d) create modifications to or derivative works of the Product; (e) reproduce the Product; (f) use or transmit the Product in violation of any applicable law, rule or regulation, including any export/import laws; (g) in any way access, use, or copy any portion of the Product code (including the logic, functionality, and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any



product or service that is competitive with the Product or (h) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Product (collectively, "FATPOT Property"). Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions by Customer and/or third parties.

8.5. License Services. During the License Term and any renewable thereof, and under the condition that Customer has paid all Fee(s) due in a timely manner and in full, FATPOT will provide Technical Services and Maintenance Releases as described in the Technical Services Exhibit attached and referred to herein.

## 9. **WARRANTIES AND DISCLAIMERS.**

### 9.1. Warranties.

- a) For the longer of one (1) year from commencement of the License granted hereunder or for so long as Customer is current with payment of non-disputed Fee(s), FATPOT warrants that the Products, as delivered and when used in accordance with the Documentation and FATPOT specifications, (a) will be free of material programming defects and (b) will perform materially in accordance with the Documentation.

9.2. Disclaimers. **THE EXPRESS WARRANTIES IN SECTION 9 ARE THE EXCLUSIVE WARRANTIES OFFERED BY FATPOT AND ANY AND ALL OTHER CONDITIONS AND WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. FATPOT DOES NOT WARRANT THAT CUSTOMER'S USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE, PRODUCT OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. FATPOT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT THE DATA OR INFORMATION PROVIDED THROUGH USE OF THE PRODUCT WILL BE ACCURATE, UP-TO DATE OR ERROR FREE. IN NO INSTANCE SHALL FATPOT BE HELD LIABLE FOR ANY JUDGMENT MADE OR ACTION TAKEN BY CUSTOMER THROUGH USE OF THE PRODUCT.**

9.3. Customer's Remedy. For any nonconformance of the Product to its specification, which materially affects performance and is reported to FATPOT by Customer, in writing, during the initial one (1) year following commencement of the License granted hereunder and for so long as Customer is current with payment of non-disputed Fee(s), FATPOT shall provide an analysis of the problem and provide a workable solution. Customer agrees to pay FATPOT's then current charges for analysis and efforts to obtain workable solutions that are provided outside of those covered by the Warranty specified in Section 9(a)(i). Customer agrees that it will in no event alter, modify, repair, disassemble, or adjust the Product obtained hereby, except in accordance with FATPOT's instructions. FATPOT will not be liable to the extent that any breach of the foregoing warranties is caused by (i) third-party components (including in combination with the Product) not provided by or approved in writing by FATPOT; (ii) modifications to the Product not made by FATPOT; (iii) unauthorized use or use of the



Product other than in accordance with the Documentation; (iv) bugs, failures of anomalies resulting from changes in the Customer Environment, including operating system updates, with the exception of critical security patches, software patches other than those provided by FATPOT, and hardware, firmware and/or hardware-software upgrades or updates; (v) use of the Product in an environment other than the Customer Environment; (vi) use of the Product on hardware not identified as compatible by FATPOT; (vii) damages or losses caused by a Force Majeure Event (as defined below); (viii) neglect or misuse of the Product by Customer or the Users; (ix) viruses introduced by Customer, its agents or Users; or (x) continued use of the Product by Customer after FATPOT notifies Customer, pursuant to Section 4, to discontinue use of the Product due to a claim, allegation or proceeding of third party infringement (collectively, "Exclusions") **THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND IS IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO CUSTOMER.**

## 10. LIMITATIONS OF LIABILITY.

TO THE EXTENT PERMITTED BY LAW AND, EXCEPT WITH RESPECT TO (I) CUSTOMER'S FAILURE TO PAY FEES OWED, (II) BREACHES OF SECTION 13, (III) VIOLATIONS OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (IV) OBLIGATIONS OF EITHER PARTY UNDER SECTION 14, OR (V) WITH REGARD TO ANY ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR LOSS OF USE OR GOODWILL, INTERRUPTION OF BUSINESS, LOSS OR INACCURACY OF BUSINESS INFORMATION, LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL FATPOT'S AGGREGATE CUMULATIVE LIABILITY, IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL OF THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY IS SPECIFICALLY RELATED TO THIS FATPOT SOFTWARE LICENSE AND SERVICES AGREEMENT AND EXCLUDES PROFESSIONAL SERVICES AS COVERED BY ANY PROFESSIONAL SERVICES EXHIBITS ATTACHED OR REFERRED TO HEREIN.

THIS SECTION 10 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

## 11. REFERENCES.

11.1. References. During the term of this Agreement, upon FATPOT's reasonable request, Customer agrees to occasionally serve as a reference, participate in analyst calls, provide statements for marketing purposes, and/or develop case studies on Customer's success in using the Product.

## 12. PROPRIETARY RIGHTS.

12.1. FATPOT Ownership. As between the Parties, FATPOT and its suppliers will retain all ownership rights in and to the FATPOT Property, Product, Documentation, all updates and upgrades thereto, all Feature Upgrades, Modules, other derivative works of the Product and/or Documentation provided by FATPOT, and all intellectual property rights incorporated into or related to the foregoing.



Customer acknowledges that the goodwill associated with the FATPOT Property belongs exclusively to FATPOT and, upon request, Customer will modify or cease its use of any FATPOT property. All rights not expressly licensed by FATPOT under this Agreement are reserved to FATPOT. Additionally, the technology in the Product may be covered by United States ("U.S.") patents, or by U.S. and/or international patents pending. The Product, including, without limitation, any images, animation, sound, music and text incorporated therein is subject to U.S. and international copyright protection, including U.S. copyright registration. Customer shall have no right, license or interest of any kind in or to such copyrights, trademarks, patents or patents pending and the Customer shall not assert such right, license or interest or otherwise challenge FATPOT's exclusive ownership of such copyrights, trademarks, patents or patents pending.

12.2. Customer Content. As between the parties hereto, Customer and its Users will retain all ownership rights in and to all content made available by Customer and Users through the Product (collectively "Customer Content") and all Customer data. Customer agrees that the Product simply manages Customer data and FATPOT has no control or liability in how such manipulated data is used by Customer.

### 13. **CONFIDENTIAL INFORMATION.**

13.1. Confidential Information. In the course of performing this Agreement, the Parties may disclose to each other Confidential Information. When disclosed by a Party (the "Disclosing Party"), Confidential Information will be designated and/or marked as confidential. Any information not marked as confidential when disclosed shall still be treated as Confidential Information by the Party receiving such information (the "Receiving Party") if the Receiving Party knew or reasonably should have known, under the circumstances, that such information was considered confidential or proprietary by the Disclosing Party. The Receiving Party shall preserve the confidentiality of the Disclosing Party's Confidential Information and treat such Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information, but no less than a reasonable standard of care. Neither Party shall use the Confidential Information of the other Party for any purpose, except in the performance of its obligations under this Agreement or as otherwise expressly permitted hereunder. Confidential Information shall be disclosed only to those employees and contractors with a need to know such information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than that set forth herein. The Receiving Party shall promptly notify the Disclosing Party of any actual or potential unauthorized access to or use of the Disclosing Party's Confidential Information. The Receiving Party shall not be liable to the Disclosing Party for the release of Confidential Information if such information: (a) was known to the Receiving Party without restriction as to use or disclosure at the time of receiving such information, as evidenced by the Receiving Party's records; (b) was or becomes generally known or publicly available through no act or failure to act on the part of the Receiving Party (c) was independently developed solely by the employees of the Receiving Party who have not had access to Confidential Information; (d) is rightfully furnished to the Receiving Party without restrictions on disclosure by a third party without a breach of such third party's obligations of confidentiality; or (e) is required by law, including without limitation the California Public Records Act, to be disclosed by the Receiving Party, provided that the Receiving Party will use all reasonable efforts to give the Disclosing Party ten (10) days' prior written notice of any such disclosure of information under this Agreement. Customer shall not disclose to any third party any performance information (i.e., benchmarks) relating to the Product, except as expressly contemplated herein. All Confidential Information shall remain the sole property of the



Disclosing Party and the Receiving Party shall have no interest in or rights with respect thereto, except as expressly set forth in this Agreement.

13.2. Survival. This Section 13 shall survive termination or expiration of this Agreement.

#### 14. **FATPOT INDEMNIFICATION.**

##### 14.1. Indemnification.

- a) FATPOT agrees to indemnify, defend, and hold harmless Customer, its officers, directors, employees, and agents from and against all damages and costs (including reasonable attorneys' fees) finally awarded against Customer (or finally settled upon) arising from or relating to any Claim, as defined below, brought against Customer by a third party alleging that the Product directly infringes any patent, copyright, trademark or other intellectual property right or misappropriates any trade secret (recognized as such under the Uniform Trade Secrets Act). If any Claim that FATPOT is obligated to defend under this subsection (a) has occurred, or, in FATPOT's opinion, is likely to occur, FATPOT may, at its option and expense, either: (i) obtain for Customer the right to continue to use the applicable Product, (ii) replace or modify the Product so it becomes non-infringing, without materially adversely affecting the Product's specified functionality; or (iii) if (i) or (ii) are not readily available after using reasonable commercial efforts, or, if neither of the foregoing options is commercially reasonable, refund all Product Fee(s) already paid by Customer and terminate this Agreement. Notwithstanding the foregoing, FATPOT shall not indemnify, defend, or hold harmless Customer for any Claims solely based on: (1) any Customer or third party intellectual property or software incorporated in or combined with the Product, where in the absence of such incorporated or combined item, there would not have been infringement, excluding any third party software or intellectual property incorporated into the Product at FATPOT's discretion; (2) Product which has been altered or modified by the Customer, by any third party, or by FATPOT at the request of the Customer, where in the absence of such alteration or modification the Product would not be infringing; or (3) use of any version of the Product with respect to which FATPOT has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch, or fix.
- b) FATPOT agrees to indemnify, defend, and hold harmless Customer, its officers, directors, employees, and agents from and against all damages and costs (including reasonable attorneys' fees) finally awarded against Customer (or finally settled upon) arising from or relating to any Claim of personal injury or tangible personal property damage (excluding data) of whatsoever nature or kind arising, in whole or in part, out of, as a result of, or in connection with the gross negligence or willful misconduct of FATPOT's employees, subcontractors, or agents

14.2. Notice. The parties acknowledge and agree that FATPOT's obligations under this Section 14 are conditioned upon Customer providing FATPOT: (i) prompt written notice of the existence of such claim, suit, action or proceeding (each, a "Claim"); provided that a failure of the Customer to promptly notify FATPOT shall not relieve FATPOT of liability hereunder except to the extent that

FATPOT's defenses to such Claim are materially impaired by such failure to promptly notify; (ii) sole control over the defense or settlement of such Claim, it being agreed that FATPOT shall not enter into any settlement imposing any liability or obligation on Customer without Customer's prior written consent; and (iii) assistance at FATPOT's request and sole expense, to the extent reasonably necessary for the defense or settlement of such Claim.

14.3. Survival. The provisions of this Section 14 shall survive for a period of one (1) year following the earlier of (a) completion of any Professional or Technical Services or (b) termination of this Agreement.

15. **EXPORT COMPLIANCE.** Customer shall not export or allow the export or re-export of the Product, Documentation, Modules, Feature Upgrades, any components thereof or any Confidential Information of FATPOT without the prior written consent of FATPOT. Customer shall comply with all export laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, including, without limitation, the Export Administration Regulations of the U.S. Department of Commerce Bureau of Export Administration (as contained in 15 C.F.R. Parts 730-772), and, if applicable, relevant foreign laws and regulations.

16. **OBLIGATION OF CUSTOMER.** Customer Party is responsible for performing the following:

16.1. Customer Assistance. Customer shall, in all cases and at no charge to FATPOT, perform such non skilled checks and tests as reasonably required by FATPOT's written instructions provided in its Documentation. These tests shall not require Customer to furnish specialized test equipment.

16.2. Freedom of Access. Customer agrees that FATPOT or its authorized representative, shall have reasonable and free access to the Product. Any unreasonable delays or return service calls required because of denial of reasonable and free access to the Product will be separately billed to Customer at FATPOT's normal and then current rates. Customer agrees to provide FATPOT with onsite and remote access (via VPN) to Customer's systems, Record-Keeping Servers ("RKS"), network components, communication lines, connections, RKS data and workstations to enable FATPOT to perform remote installation or conduct troubleshooting, license audits, integration testing, system testing and/or environment testing.

16.3. Customer Responsibilities. Customer agrees to prevent unauthorized adjustment, repairs or modifications, and to ensure that the Product is utilized in accordance with the applicable FATPOT published specifications. In the event that either one of these responsibilities is not fulfilled, FATPOT shall have the right to immediately withdraw the affected Product from coverage under this Agreement.

16.4. System Responsibility. FATPOT has no system responsibility as to the use or application of the Product. Customer assumes full responsibility for data entry, data maintenance, the functional adequacy of the Product and/or Software configuration as applied in the installation and for all system analysis and system engineering work.



## 17. GENERAL

17.1. Order of Precedence. The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Pricing Schedules, Exhibits, Attachments, Addenda and other incorporated documents: (a) First, the terms contained in this Agreement; (b) Second, the Statement of Work and/or Change Orders; (c) Third, the Pricing Schedule; (d) Fourth the terms of any Professional or Technical Services Addenda, and (e) Fifth, the terms of any other schedules, Exhibits, Attachments, and Addenda to this Agreement.

17.2. Independent Contractors. The relationship of FATPOT and Customer as established by this Agreement is that of independent contractors and nothing in this Agreement shall be construed to: (a) constitute the parties as partners, agents, employer-employee, joint ventures', co-owners, or otherwise as participants in a joint or common undertaking, (b) give either Party the power to direct and control the day to day activities of the other, or (c) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

17.3. Expense Reimbursement. When travel is requested and/or approved by Customer in connection with the performance of Services under a Statement of Work and outside of any travel explicitly included in writing as a project deliverable, Customer agrees to pay FATPOT a daily rate ("Rate") which will encompass reasonable travel expenses. The Rate will be reimbursable for every FATPOT employee traveling. The Rate will be negotiated prior to booking any travel arrangements. Customer agrees to pay negotiated Rate(s) due in a timely manner and in full when invoiced in accordance with Section 7 this Agreement.

17.4. Force Majeure. Any delay in the performance of any duties or obligations of either Party, except the payment of money owed, will not be considered a breach of this Agreement if such delay is caused by any occurrence or contingency beyond the Party's reasonable control, including, but not limited to, acts of God, labor disputes and strikes, market shortage of materials, riots, war and governmental requirements (any such event, a "Force Majeure Event"), provided that such Party uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable. The obligations and rights of the Party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

17.5. Assignment. Neither Party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other Party's prior written consent except that either Party may, without the consent of the other, but with prior written notice to the other, assign this Agreement, in whole, to its parent company, controlled subsidiary of that Party or a purchaser of all or substantially all of that Party's assets used in connection with performing this Agreement. Any attempted assignment, transfer or delegation not in compliance with the foregoing shall be null and void.

17.6. Amendments. All modifications to or waivers of any terms of this Agreement must be in a writing that (a) is signed by authorized representatives of the parties hereto, and (b) expressly references this Agreement.

17.7. Governing 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 FATPOT covenants and agrees to submit to the personal jurisdiction of such in the event of such action. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

17.8. Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

17.9. Entire Agreement. This Agreement, Pricing Schedules, Technical Services, Professional Services, Exhibit(s) and any other attachments hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by FATPOT. The terms on any purchase order or similar document submitted by Customer to FATPOT will have no effect and are hereby rejected.


17.10. Notices. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other Party at the address set forth on at the beginning of this Agreement (to the attention of the signatory below) and are deemed delivered when received.

17.11. Binding Agreement. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing.


17.12. Execution in Counterparts and by Electronic Delivery. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile and by scanned .pdf image and an executed copy of this Agreement received by way of facsimile or by scanned .pdf image shall be deemed to be an original enforceable and admissible for all purposes as may be necessary under the terms hereof.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed below by their duly authorized representatives as of the Effective Date.

**FATPOT TECHNOLOGIES, LLC**

Signature   
 Name Richard W King  
 Title President  
 Date November 8, 2017

**ORANGE COUNTY FIRE AUTHORITY**

Signature   
 Name Debbie Casper  
 Title Purchasing Manager  
 Date November 14, 2017

## EXHIBIT A

### PROFESSIONAL SERVICES

This Professional Services Exhibit is incorporated in and made a part of the Software License and Services Agreement and is effective as of the date of the Agreement.

1. **BACKGROUND AND PURPOSE.** Pursuant to the terms and conditions of the Agreement, FATPOT has agreed to license Product to the Customer. Customer wishes to engage FATPOT to perform various consulting, training, customizations, and/or implementation services in connection with the Product and FATPOT desires to provide such Professional Services, subject to the terms and conditions of the Agreement and this Professional Services Exhibit. The purpose of Professional Services, either entirely or partially, is to transfer knowledge and information to Customer to enable the Customer to properly administer and support the Product and implementation within the Customer Environment.

2. **WARRANTY.**

2.1. FATPOT warrants that the Professional Services shall be provided by qualified and trained individuals in a good and workmanlike manner consistent with industry standards and in accordance with the terms, specifications, and requirements of this Professional Services Exhibit.

2.2. **THE EXPRESS WARRANTIES IN SECTION 2.1 ABOVE AND IN THE SOFTWARE LICENSING AGREEMENT SECTION 9 ARE THE EXCLUSIVE WARRANTIES OFFERED BY FATPOT FOR ITS PROFESSIONAL SERVICES.**

3. **PROFESSIONAL SERVICES OBLIGATIONS.**

3.1. Location. If any Professional Services are to be performed onsite at Customer's facility, FATPOT and its personnel will comply with any applicable and reasonable security, safety or similar rules and requirements pertaining to such facility so long as Customer provides FATPOT a written copy of the rules and requirements prior to the date the Professional Services are to be performed.

3.2. FATPOT Personnel. FATPOT shall retain sole control over the employees or independent contractors performing the Services. FATPOT is responsible for the performance of any independent contractors that it may engage to perform the Services.

4. **CUSTOMER OBLIGATIONS.**

4.1. Customer acknowledges that the timely and successful performance of Services and delivery of the Deliverables requires good faith cooperation by Customer. Therefore, Customer shall (a) furnish information reasonably requested by FATPOT in a timely manner to include use cases and test scenarios, (b) provide access to Customer personnel, working space, facilities and systems (e.g. third party CAD vendor systems) that FATPOT or its personnel may reasonably request, (c) provide FATPOT with on site and remote access (via VPN) to Customer's systems, servers, network components, communication lines, connections, workstations, data, and test



environments if necessary to perform Services (including licenses to third party software as may be necessary) and (d) timely perform its obligations as necessary to meet the Schedule in the applicable Statement of Work.

4.2. In the event any failure by Customer to comply with the provisions of this Section 4 results in a prolonged delay or deficiency in FATPOT's ability to perform the Services set forth in this Agreement and associated Statement of Work, FATPOT may elect to suspend Services related to the project. FATPOT shall not be deemed in breach of the Agreement for such suspension. FATPOT will provide Customer with at least two verbal warnings, followed by written notice informing the Customer of FATPOT's intent to put the project in "Suspended Status". Suspended Status means FATPOT will cease Services towards the implementation, deployment, management and training on the project. Written notice will be issued at least ten days prior to Services suspension. Written notice will include:

- a) Customer actions required to remedy delays or deficiencies
- b) Fee(s) required to re-engage the Services should Suspended Status be enacted
- c) Reinstatement Fee(s) will be a minimum of Five Thousand dollars (\$5,000 (USD))
- d) The length of time Suspended Status can be in effect before Customer will be in default of the Agreement

4.3. Should Customer fail to remedy the delays or deficiencies as detailed in the notice, Services will be suspended. Once suspended, FATPOT may reassign its resources to other projects. To reinstate the project from Suspended Status will require re-assigning FATPOT resources, establishing a new project timeline, and updating the Statement of Work. Reinstatement Fees(s) will be invoiced in accordance with the terms of the Agreement. If the project remains in Suspended Status beyond the specified limit, the Customer will be deemed in default and FATPOT may terminate the Agreement for cause.

4.4. All Customer personnel engaged with the FATPOT personnel during the term of this Professional Services Exhibit shall have the proper skill, training and background to perform their responsibilities in a professional, competent and workmanlike manner in accordance with the prevailing industry standards. FATPOT shall not be responsible for any actions by Customer's personnel or its contractors in connection with the Product, unless such actions have been previously approved by FATPOT, in writing, including, but not limited to, changes or modifications of the Product, changes or modifications to FATPOT's Documentation, or training of Customer personnel or end users.

5. **WORK PRODUCT.** All error corrections, enhancements, new releases, and any other work product created by FATPOT in connection with the Services provided under this Professional Services Exhibit ("Work Product") are and shall remain the exclusive property of FATPOT, regardless of whether Customer, its employees, or agents may have contributed to the conception, joined in its development, or paid FATPOT for the development or use of the Work Product. Such Work Product shall be considered part of the Product and subject to the terms and conditions contained herein and in the Agreement. Notwithstanding the foregoing, Customer retains all rights, title and interest in and to any

of Customer's Confidential Information that may be incorporated into or provided with any Deliverable.

## EXHIBIT B

### TECHNICAL SERVICES

This Technical Services Exhibit is incorporated in and made a part of the Agreement and is effective as of the date of the Agreement.

1. **BACKGROUND AND PURPOSE.** Pursuant to the terms and conditions of the Agreement, FATPOT has agreed to license Product to the Customer. Customer wishes to engage FATPOT to perform various additional technical and maintenance services above those provided for in the Agreement and FATPOT desires to provide such technical and maintenance services subject to the terms and conditions of the Agreement and this Technical Services Exhibit.

2. **TERM AND TERMINATION.**

2.1. This Technical Services Exhibit shall commence after the Product or any portion thereof is installed and operational in the Customer Environment in a non-test mode which permits Customer's operational use of the Product, or any part thereof, and will continue for an initial period (the "Initial Term") as defined in the Pricing Schedule and/or Statement of work. Upon expiration of the Initial Term, this Technical Services Exhibit shall automatically renew for successive one (1) year periods (each a "Renewal Term"), unless either Party gives written notice of their intention not to renew the Technical Services Exhibit at least sixty (60) days prior to the then applicable termination date. The Initial Term and any and all Renewal Terms shall be referred to as the "Term" unless otherwise specified. The Technical Services Fee for the Renewal Term shall be the higher of: i) FATPOT's then current rates which are in effect at the time that the License Term is renewed, or ii) the License Fee will be adjusted each year compounded annually at the commonly accepted Consumer Price Index-Urban (CPI-U) for the Los Angeles-Riverside-Orange County, CA area for the previous 12-month period, or an increase of three percent (3%), whichever is lower.

2.2. In the event a Party materially breaches any of the terms, conditions, warranties or representations set forth herein, the other Party may, at its option, notify the non-complying Party of its intention to terminate this Technical Services Exhibit. The notice of the intended termination shall be written and shall specify the breaches, violations, and deficiencies that must be corrected. Except as provided herein, the non-complying Party shall have thirty (30) days from receipt of the notice to cure such breach. Should the non-complying Party fail to cure such breach, the other Party shall then have the right to terminate this Technical Services Exhibit for cause by giving written notice to the non-complying Party of such termination and specifying the effective date of such termination.

2.3. This Technical Services Exhibit shall terminate (i) immediately upon termination of Customer's right to use the Product as set forth in Section 2.3 herein; or (ii) upon non-renewal in accordance with Section 2 above.

3. **SERVICES.**

3.1. Products. The Products covered by this Technical Services Exhibit are set forth in the Pricing Schedule and/or Statement of Work to the Agreement.



3.2. Documentation. FATPOT shall provide Documentation for use with the Product as set forth in the Statement of Work to the Agreement.

3.3. Pricing. The Pricing for the Services covered by this Technical Services Exhibit are set forth in the Pricing Schedule.

3.4. Technical Service Descriptions In accordance with the terms of the Agreement and this Technical Services Exhibit, FATPOT will furnish the following Services to Customer:

- a) Maintenance Releases: Each Maintenance Release will be provided to Customer by FATPOT at the time of its general availability. Certain Maintenance Releases will be made available by FATPOT for downloading to Customer's equipment. Other Maintenance Releases will be made available to Customer on media. One copy of each Maintenance Release will be made available to Customer for each Product licensed. Each Maintenance Release is licensed to run only in the Customer Environment for which Customer has a current License. Customer shall implement each revision within ninety (90) days from receipt of notice in order to qualify for continued Technical Service Support.
- b) Technical Service Support: Direct access to FATPOT technical expertise, problem resolution support and critical problem escalation:
  - i. Level 1 Tech Support - Level 1 Tech Support is provided by a Customer in-house technical service designee (the "Super User"). This is a person(s) within the Customer organization who has completed training and is properly certified by FATPOT in the Product to respond to the basic questions and needs of personnel of the Customer organization.
  - ii. Level 2 Tech Support - Level 2 Tech Support is call-in support to FATPOT's in-house technical service team and will be provided via online and/or phone support by a FATPOT Technical Services Agent (the "Agent")
  - iii. Level 3 Tech Support - Level 3 Tech Support is onsite service.
- c) Hours of Service  
Monday – Friday, 8:00 am to 5:00 pm, Mountain Time  
Agent on call after 5:00 pm for Priority 1 & 2 Incidents, as defined below  
Saturday – Sunday: Agent on call for Priority 1 & 2 Incidents, as defined below  
Holidays: Agent on call for Priority 1 & 2 Incidents, as defined in the Incident Management Document, found at [www.fatpot.com](http://www.fatpot.com)
- d) Service Contact  
Main Phone (801) 397-397, Option 2  
Toll-Free (800) 517-0392  
Email [support@FATPOT.com](mailto:support@FATPOT.com)

3.5. Limitations on Technical Service Support. Customer agrees that its point of contact for maintenance and service of the Product will be to follow the Services Levels 1-3 as outlined above, and that Customer will designate Super Users to be trained by FATPOT to act as liaisons between FATPOT and Customer for technical service requests. Customer understands that hotline services for the Product subject to this Technical Services Exhibit will be available to Customer through electronic mail communication or by telephone.

3.6. Optional Services. Services beyond regular Maintenance Release and Product Technical Support can be purchased at FATPOT's then current rates which are in effect at the time that the Services are requested. The Services shall be invoiced and paid in accordance with the terms of the Agreement.

3.7. Incident Management. FATPOT has documented its support guide for call handling in its Incident Management Process Documentation, which can be found online at [www.fatpot.com](http://www.fatpot.com).

3.8. Maintenance of third party software is not included in the Services nor is maintenance or support relating to any Exclusion.

#### 4. **WARRANTY.**

4.1. FATPOT warrants that the Services shall be provided by qualified and trained individuals in a good and workmanlike manner consistent with industry standards and in accordance with the terms, specifications, and requirements of this Technical Services Exhibit. FATPOT's obligations are contingent upon: (a) the Software and any additional parts of the Product not having been modified, changed, or altered by anyone other than FATPOT without prior written consent of FATPOT; (b) the Product being used only within the Customer Environment stated in the Pricing Schedule and/or Statement of Work; (c) the computer hardware being in good operational order and installed in the Customer Environment; (d) the Customer Environment meeting the minimum technical requirements as defined in the Statement of Work (e) no other Exclusions apply and Customer is current with payment of all Annual Technical Service Fee(s); (f) Customer notifying FATPOT of its need for service within twenty-four (24) hours after an issue arises; (g) Customer providing reasonable troubleshooting information and access so that FATPOT can identify and address problems; and (h) all Fee(s) due to FATPOT have been paid in full.

4.2. **THE EXPRESS WARRANTIES SET FORTH IN SECTION 4.1 ABOVE AND IN THE SOFTWARE LICENSING AGREEMENT SECTION 9 ARE THE EXCLUSIVE WARRANTIES OFFERED BY FATPOT FOR ITS SERVICES.**

#### 5. **CUSTOMER OBLIGATIONS.**

5.1. The level of support that FATPOT can deliver to Customer is dependent upon the cooperation of Customer and the quantity and quality of information that Customer can provide to FATPOT. If FATPOT cannot reproduce a problem or if Customer cannot successfully gather adequate troubleshooting information or reproduce the problem as identified and reported in Customer's environment, FATPOT may need temporary login access on Customer's system to identify and address the problem and Customer agrees to promptly provide such access.

5.2. Except to the extent expressly permitted in the Agreement, Customer shall not distribute the Software, Documentation, Product or any part thereof to any third party. Customer shall not make any modifications to any part of the Product or Operating Environment unless expressly permitted under the Agreement or by FATPOT's approval, in writing, prior to the time such modification is made. If Customer is permitted to make modifications, FATPOT shall not be responsible for maintaining Customer's modified portions of the Product or for maintaining portions of the Product affected by Customer's modified portions. While FATPOT has no obligation to provide such corrections or service, to the extent FATPOT provides corrections or service for difficulties or defects traceable to Customer's errors, changes or any Exclusions, such services shall be billed at FATPOT's standard time charges as described in Exhibit A.

6. **WORK PRODUCT.** All error corrections, enhancements, new releases, and any other work product created by FATPOT in connection with the Services provided under this Technical Services Exhibit ("Work Product") are and shall remain the exclusive property of FATPOT, regardless of whether Customer, its employees, or agents may have contributed to the conception, joined in its development, or paid FATPOT for the development or use of the Work Product. Such Work Product shall be considered part of the Product and subject to the terms and conditions contained herein and in the Agreement. Notwithstanding the foregoing, Customer retains all rights, title and interest in and to any of Customer's Confidential Information that may be incorporated into or provided with any Deliverable.



**EXHIBIT C**  
**STATEMENT OF WORK**  
**for the**  
**UPGRADE OF OCRS CAD-TO-CAD SYSTEM**

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1. **SOLUTION OVERVIEW.** This Statement of Work (SOW) is entered into between FATPOT Technologies (FATPOT) and Orange County Fire Authority (referred to herein as OCFA, or Customer) for upgrading of the existing Orange County Regional Share (OCRS) CAD-to-CAD hub as further defined herein. FATPOT is the leading provider of bi-directional CAD-to-CAD interoperability through its Next Generation fusionUNIFY™ implementation of the fusionPLATFORM™. This proprietary system allows CAD systems to communicate directly with one or more other CAD systems using their existing CAD console application.

1.1. OCFA is currently sharing real-time emergency incident and unit-related data electronically with other local agencies (OCRS participants) through FATPOT's CADfusion 2.x Product, but due to limitations inherent in the older CADfusion 2.x Product now desires to upgrade to FATPOT's fusionPLATFORM Product in order to meet expanding needs and functionality requirements.

1.2. As part of this SOW, the CADfusion 2.x license will be upgraded to a fusionPLATFORM license for the existing four primary agency members of OCRS, namely: OCFA, Metronet, Costa Mesa, and Laguna Beach. Two fusionCONNECT licenses will also be provided for the Data Subscriber interfaces to the OCMeds ImageTrend RMS system from OCFA and Costa Mesa.

1.3. This SOW does not include the licensing of or professional services required to license, implement, and test the associated adapters for CAD systems or other systems to be integrated. These are the responsibility of the individual agency members who are already customers to those system providers. Nor does this SOW include provisioning any of the hardware, operating systems, or network infrastructure to host the fusionPLATFORM system or any related adapters or interfaces.

1.4. The SOW includes the Professional Services necessary to install, migrate, test, and deploy to production the fusionPLATFORM solution, including configuration of business rules, codes translations and unit mappings required to achieve the current level of CAD-to-CAD functionality enjoyed with the current CADfusion 2.x system. The SOW also includes Professional Services to consult with Customer on the correct sizing of servers and network infrastructure.

2. **DELIVERABLES – LICENSING.** FATPOT will provide the Customer with the following licensed Software:

Qty	License Type	Description
4	FusionUNIFY:	Each license includes a joint-owned license for the fusionPLATFORM server license being used by all dispatch centers and one fusionCONNECT license for each fusionUNIFY implementation.
2	FusionCONNECT™	For use as a data subscriber license for transferring required incident and unit information to the OCMeds ImageTrend RMS system.
51	FusionPORTAL™:	FusionPORTAL can be used in various capacities including as a tool for situational awareness (fusionAWARE™), business rule configuration, user administration and system (Software) administration based on rights granted to each user account.

2.1. The features listed below in this section are considered part of fusionUNIFY's core functionality and the associated standard configuration is included with the fusionPLATFORM implementation. Functionality and support of these features will vary with each CAD system. Common variations are noted and options for addressing lack of functionality are noted.

a) Supplemental Notifications using fusionNOTIFY™

- i. FusionNOTIFY creates non-obtrusive pop-up notifications to help bring attention to new calls, unit requests, address updates, nature updates, and new comments. These notifications may be used to supplement existing CAD system functionality and bring immediate awareness to critical information.
- ii. FusionNOTIFY requires installation of fusionPORTAL at workstations where notifications are to be received. FusionPORTAL is able to run in the background and does not need to be actively visible for notifications to be displayed.



## 2.2. Exchange of CAD Incident Data

- a) FusionPLATFORM provides a rich set of intelligent options for triggering the exchange of CAD incident data among connected CAD systems. This SOW will focus on delivering the ability to automatically or explicitly share/transfer incident data with one or more other systems through pre-defined rules based on:
  - i. Assignment of a Unit associated with a partnering agency
  - ii. Nature Code
  - iii. Comment keyword or Dispatch console command (if supported by CAD system)
  - iv. Incidents located within a predefined Geofence or Zone
  - v. Other automated triggers which can be explored for feasibility upon request

2.3. Typical CAD Incident Fields Shared - Fields transferred to/from partnering agencies when an incident is shared include:

- a) Agency name
- b) Call Type (Fire, EMS, Police)
- c) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
- d) Call Priority (P1, P2, P3, etc.)
- e) Caller Name
- f) Caller Phone
- g) Street Address
- h) Apartment number
- i) Cross Street
- j) Location name (Central Park, County Library, etc.)
- k) City name
- l) Latitude/Longitude
- m) Radio Channel
- n) Zone (Response area name)
- o) Jurisdiction name (Dispatch Center)
- p) Call Disposition
- q) Comments

2.4. Code Translations - Certain incident field values (Call Nature, Call Status, etc.) are translated between sharing systems through a common code set configured in fusionPLATFORM. This allows each connected CAD system to utilize its own specific codes in incidents sent to or received from fusionPLATFORM.

- a) Nature Codes/Incident Types – Codes describing the nature of the emergency will be translated through a generic, non-specific common code set. The literal code and description from the originating agency can be added as a comment to the call in order to provide necessary detailed information. For example, a code of 'APFIR - Apartment Fire' at agency A may be translated as 'MUTAID FIRE' to the receiving agency B with a comment or fusionPORTAL notification such as the following "Agency A Nature: APFIR – Apartment Fire". The receiving agency may then manually update its nature if the resulting translation is not accurate.



2.5. Information Congruence – Other field values such as addresses for shared incidents are exchanged between connected CAD systems through fusionPLATFORM as they are received. Manual intervention by each CAD operator may be required in order to accept, verify and validate these values. FusionPLATFORM allows each connected CAD system to retain a different local perspective of such information without reflecting such adjustments to other systems.

- a) Incident Addresses – Each CAD system logs address location information differently leaving the potential for addresses to not validate when shared between systems. It is expected that in some cases, addresses may not validate automatically and may require some manual intervention by a dispatcher to correct. Specialized scripts or customizations that provide system-level formatting of the address field in order to improve shared address validation may be requested separate from this Agreement.

2.6. Updates and Synchronization of Shared Incidents – Updates to fields in a shared incident made in one CAD system will automatically be shared with other CAD systems as configured in FusionPLATFORM and as specified by the CAD system adapter. Each CAD system may have differing capabilities for receiving and processing updates of shared calls. FusionPLATFORM has multiple approaches for handling updates of shared incidents with CAD systems that have restricted capabilities.

- a) Updates as Notifications - Updates to shared incident fields can be configured to be shared as pop-up notifications using FATPOT's fusionNOTIFY Product or as comments.
- b) Block Updates – Updates to shared incident fields can be configured to be blocked so that no notifications are sent.

2.7. **TYPICAL UNIT FIELDS SHARED** – Fields periodically transferred to partnering CAD systems when units are mapped between systems.

- i. Unit Number
- ii. Unit Status
- iii. Latitude
- iv. Longitude
- v. Heading
- vi. Speed
- vii. Transport Destination
- viii. Zone
- ix. Station
- x. Assigned Call Number
- xi. SignedOn status

2.8. **ASSIGNING EXTERNAL UNITS TO AN INCIDENT** – There are various approaches to requesting and assigning external units to an incident.

- a) Unit resources from partnering systems may be requested as part of a shared incident. Requesting/dispatching a foreign unit will trigger a call share to the requested agency along with a unit resource request.

- b) Unit resource requests may be granted or denied by the lending agency if supported by the CAD system. Auto-grant functionality is configurable in fusionPLATFORM if also supported by the CAD. The requesting agency will typically be notified through a comment or a fusionPORTAL notification. Call comments may optionally be used by the dispatcher to notify of a grant/deny if the CAD does not support this functionality.
- c) Unit Status Sharing - Real-time external unit status updates are shared between connected CAD systems, including AVL data (if available) only when those external units are properly mapped in fusionPLATFORM.
  - i. Available/Unavailable – When a unit is available for dispatch, it's true status will be shared. When a unit is assigned to a non-shared incident, only an unavailable status will be shared.
  - ii. Detailed Unit Status – When a unit is on a shared call, its true status will be shared (dispatched, enroute, at scene, etc.).
  - iii. CAD System Dependencies Regarding Unit Statuses – FusionPLATFORM is dependent on the CAD system to provide and display accurate information. Keeping units in sync can be affected by momentary network outages or other temporary system issues. It is not unusual for units to occasionally be out of sync between systems. Normally, a subsequent successful unit status update usually resolves this issue. If a unit is requested by an agency in error due to an out-of-sync unit, dispatcher intervention may be required either through a comment, messaging, or a phone call.

2.9. Comment Sharing – Comments refers to any notes, remarks, or narrative entered in your CAD system that are shared with fusionPLATFORM. CAD-to-CAD sharing of comments can convey critical information and be very useful. However, excessive sharing of non-critical comments runs the risk of overloading dispatchers with unnecessary information. Due to inconsistencies in how each CAD system generates its own system comments as well as how each CAD processes comments and messages coming from fusionPLATFORM, it is possible that some duplicate or redundant comments may result. FusionPLATFORM has been designed to reduce unnecessary comments as much as possible, however, edge cases may occur resulting in unwanted comments. Customization of the fusionPLATFORM system to resolve any issues (beyond standard configuration) will need to be addressed separately from this Agreement.

- a) Comment Filtering – In a situation where an agency only wants to share selected comments with agencies on other connected CAD systems, a comment filter prefix can be configured so that only comments with the prefix are transferred to fusionPLATFORM. For example, by using a comment filter prefix of #SH, only comments that have that prefix would be allowed through the system. (Ex: #SH Mutual aid is required on this incident.)

### 3. **DELIVERABLES – PROFESSIONAL SERVICES**

3.1. Project Management. FATPOT will provide a project manager that will conduct regular project meetings for the purposes of updates and coordination. These meetings may have various

purposes and include different customer, partner and FATPOT personnel during the course of the project.

3.2. Engineering Support. FATPOT will provide engineering expertise as product experts for the purpose of supporting the Customer's technical staff and external system providers.

3.3. FusionPLATFORM Initial Installation and Configuration. FATPOT will assist the Customer in identifying an appropriately resourced hosting environment. Once the hardware is purchased or provisioned by the Customer, FATPOT will assist in the installation and initial configuration of the licensed Software in the Customer's Environment. Configuration efforts will include all necessary system settings for the proper operation of all externally connected systems listed in Section 4.

Additional OCRS deliverables will include:

- a) **Inclusion of Custom Unit Move-up Functionality:** FATPOT will include in FusionPLATFORM unit move-up functionality that has been customized for OCRS in the current CADfusion 2.x Product. This includes the following functionality:
  - i. Stations can be configured in fusionPLATFORM. This includes configuring which dispatch center owns the station (only one dispatch center can own a station) and mapping stations identifiers between interfaces.
  - ii. The home station for a unit can be configured.
  - iii. The active station for a unit can be updated through the fusionPLATFORM API by an appropriately implemented CAD system adapter. Updates to the unit station can only be made by the interface(s) that have access to control the unit.
  - iv. FusionPLATFORM can be configured to allow control of a unit to occur based on the station the unit is actively assigned to.
    - ◆ When this configuration is enabled, the dispatch center who owns the unit will not be able to control the unit, it will only be controlled by the dispatch center that owns the station that the unit is currently assigned to.
    - ◆ When this configuration is enabled, if the owning dispatch center, or any other dispatch center on fusionPLATFORM, tries to dispatch the unit, a request for the unit will be shared with the dispatch center that is actively controlling the unit (based on the active station assignment).
  - v. Additional Call Sharing Functionality (Not currently a part of CADfusion 2.x)
    - ◆ FusionPLATFORM will be enhanced to automatically share a call with the owning dispatch center of a unit when a borrowing agency dispatches a moved-up unit. This will allow in-vehicle status updates to flow through the vehicle owner's CAD system and be shared with the borrowing agency's CAD system.

Additional OCRS deliverables will NOT include:

- b) **Dynamically Exchange Unit Type and Capability (Not Included):** FusionPLATFORM currently allows the static definition and assignment of unit types with varying capabilities to unit specifiers through fusionPORTAL. The Customer has expressed an



interest in having FATPOT enhance fusionPLATFORM to allow a unit's type and capability set be dynamically modified through each CAD system's adapter by extending the FusionPLATFORM application programming interface, and supporting the mapping of local unit types and capabilities to a common set through FusionPORTAL.

As personnel roster assignment changes are made to units within a CAD system, the unit's capability and possibly its type may be altered. It is important to share these changes with other connected CAD systems through FusionPLATFORM so that each CAD system can make accurate response recommendations based upon up to date unit type and capability information.

- c) **Radio ID Updates (Not Included):** Zero to many radio IDs may be assigned to and changed for units at any given time. These radio IDs are updated and maintained in each CAD system. The Customer has expressed an interest in having FATPOT enhance fusionPLATFORM to allow radio ID and their associated units to update dynamically through each CAD system's adapter by extending the FusionPLATFORM application programming interface, and supporting the mapping of local unit types and capabilities to a common set through FusionPORTAL.

### 3.4. Training

FATPOT follows a "Train-the-Trainer" approach to training. This method allows in-depth training to key individuals at each agency who will then provide training to the remainder of the users. FATPOT Technical Support personnel will be available as a resource to agency trainers following established Technical Support procedures.

- a) **FusionPLATFORM Administrator Training** - FATPOT will provide remote administrator training.
- b) **FusionUNIFY User Training** – FATPOT will work with Customer trainers to advise them on incorporating CAD-to-CAD concepts into the Customer's training courses for dispatchers and call takers. However, since the methods for triggering CAD incident and resource sharing are dependent upon the Customer's local operating procedures, training for the fusionUNIFY users is the responsibility of the Customer. It is expected that Subject Matter Experts (SME's) will be sufficiently familiar with their operational business rules and Customer's local operating procedures to conduct this training for their respective agency.
- c) **FusionPORTAL Training Videos** – FATPOT will provide the Customer with access to training videos on essential fusionPORTAL features and functionality.
- d) **Training Documentation** – Agency specific Documentation of local sharing use cases and rules is the responsibility of the Customer.
- e) **Additional Training** – After the system's initial configuration has been completed and the Customer has received the above training, the Customer is responsible for all fusionPLATFORM configuration updates. Additional training by FATPOT may be provided as needed. Details of any additional training will be negotiated in a separate agreement.

3.5. Documentation. This SOW provides the framework for fusionPLATFORM information and sharing project Documentation. Detailed requirements will be determined during the discovery phase and recorded in the Documentation listed below. It is agreed that all shared Documentation can be exchanged in an electronic form, such as .PDF, .DOCX, .XLSX, etc.

- a) **List of CAD Codes** - The Customer will provide a list of CAD codes and descriptions that will be mapped between participating agencies through fusionPLATFORM. Common codes include incident status, nature, unit status, units, agencies, cities, priorities, dispositions, and jurisdictions.
- b) **Code Mapping Document** – Under the guidance of FATPOT, the Customer will provide a list of mappings of the CAD Codes provided above to a common code set provided by FATPOT. The common code set in the fusionPLATFORM facilitates mapping and translation to other agencies' codes.
- c) **Test Scenarios** – FATPOT will provide a standardized list of tests for acceptance. Other tests can be suggested by the Customer providing that they are in the scope of the project.
- d) **Training Documentation** – Refer to Section 3.4.
- e) **Product Manuals** – FusionPLATFORM User and System Administration Guides will be provided electronically.
- f) **Interface Requirements Document** – This will validate the required functionality of the CAD interface with fusionPLATFORM.

3.6. System Testing. System testing will be conducted throughout the project in three distinct phases. These are described below:

- a) **External System Adapter Testing** – This testing will be conducted simultaneously with other implementation tasks and will largely involve FATPOT engineers and the CAD provider implementing its adapter. Except for facilitating access to the testing environment, the Customer is not expected to take part in this testing. Testing efforts will include all necessary system testing for the proper operation of all externally connected systems listed in Section 4.
- b) **End-to-End Acceptance Testing** – Once the test system, including all adapters and interfaces are operational, and FATPOT has recommended the system as being ready for release to the Customer, acceptance testing will be conducted by participating agencies under supervision by FATPOT. These tests will follow the test scenarios mutually agreed in the test plan defined during the discovery phase and documented in the Incident Sharing Scenario Documentation. This testing period will not last more than 30 total calendar days but may be shorter if acceptance is achieved earlier. The testing period will be paused for resolution of P1 & P2 defects as defined in Section 8. The conclusion of

acceptance testing occurs at the end of the 30 days or after successfully completing the acceptance test plan.

- c) **Burn-in Period** – This phase begins at the conclusion of the End-to-End Acceptance testing by the Customer, or 15 days following FATPOT declaring that all deliverables are ready for implementation, whichever comes first.

Once a PSAP has been in production (Burn-in) for a total of 15 calendar days, the system will be automatically accepted. Days taken to resolve critical issues that require the system to be taken offline will not count toward the 15 calendar days. Any and all issues arising after the 15 days will be covered under by Annual Maintenance and by the FATPOT Technical Services group.

3.7. **Project Plan.** The fusionPLATFORM implementation includes tasks to be completed by multiple stakeholders including FATPOT Technologies, the Customer, agency representatives, and CAD providers. The tasks below are an overview and will be refined in a project plan with the Customer upon project kick-off.

**a) Phase 1: Project Initiation**

- i. **Milestone 1: Project Kickoff** – Contract Execution & Software License Certificate  
- Contract is fully executed and provided to all parties. A hard copy original software license certificate is delivered to the Customer. This is the meeting during which the project overview, deliverables, and schedule are presented. The project Kickoff will commence once necessary agreements between other parties have been completed and necessary work has been scheduled as described in Section 4.

- b) **Phase 2a: CAD Provider Adapter Implementation and Configuration** – This Phase includes adapter development, deployment and configuration by the CAD Provider to the fusionPLATFORM.

- c) **Phase 2b: Hosting Environment** – This Phase includes assessing the server and network requirements for the Customer fusionPLATFORM implementations, and assisting the Customer with any technical support while provisioning the hosting environment. The Customer will be responsible for setup and installation of the hosting environment.

- d) **Phase 2c: Software Installation** – Basic server configuration is added for the Customer agencies on the fusionPLATFORM hosting environment. This phase may be executed simultaneously with other Phase 2 tasks.

- i. **Milestone 2: Software Installation Complete** marks the completion of the of the system setup phase. Client Software is delivered to the Customer and connection to server is demonstrated.



- e) **Phase 3: Discovery and Configuration** – This involves gathering of business requirements, CAD codes, and system configuration including code mappings training on the fusionPLATFORM. The Customer's Project Manager and agency Subject Matter Experts play a critical role during this phase.
  - i. **Milestone 3:** The Operational Scenario Document marks the completion of the Configuration Phase. A meeting is held during which the sharing functionality is demonstrated on the fusionPLATFORM. (The CAD interfaces are not required at this time.)
- f) **Phase 4: System Provider End-to-End Testing** – This phase begins upon completion of all Phase 2 events. Initial end-to-end testing is conducted during this phase primarily involving FATPOT and CAD provider personnel. This will occur in a test environment.
  - i. **Milestone 4:** CAD Provider Interface Testing Complete marks the completion of this phase. CAD provider adapter is connected and successfully tested using established test criteria.
- g) **Phase 5: Customer End-to-End Testing/Acceptance Testing** – This phase begins upon completion of System Provider End-to-End Testing from Phase 4. This phase is completed with Customer approval of all successful tests. A maximum of 30 calendar days will be allowed for testing purposes, though testing may be completed earlier. In the case that critical defects prevent the continuation of all testing, delays will not count against the 30 calendar days.

It is during this phase that customers gain close familiarity with the CAD and the fusionPLATFORM related functionalities. Standard Operating Procedures (SOP'S) are more fully defined and tested by the Customer during this time. This is a Customer driven phase with assistance from FATPOT. This will occur in a test environment.

- i. **Milestone 5:** Acceptance Testing Complete marks the completion of this phase. Acceptance testing of usable system is completed prior to deployment.
- h) **Phase 6: Dispatcher Training/Deployment to Production** – Upon completion of Acceptance Testing, preparations for deployment to production may begin. The Customer will train its own dispatchers from SOPs defined during Phase 4. After the Customer led training is complete, the system is deployed to production and monitored in a live environment in the suggested sequence listed below. This is a Customer-driven phase with assistance from FATPOT.
  - i. **OCFA & MetroNet:** At this time, the current CADfusion 2.x platform will be switched to a publish-only mode for all four PSAPs. CAD-to-CAD capabilities involving Costa Mesa and Laguna Beach will be temporarily out of service. Deployment will proceed to the next step once stability has been reached.
  - ii. **Add on Costa Mesa:** Deployment will proceed to the next step once stability has been reached.

- iii. **Add on Laguna Beach:** Deployment will proceed to the next step once stability has been reached.
  - iv. **Disabling of CADfusion 2.x platform.**
- i) **Timelines and Shared Responsibilities** – The fusionUNIFY project plan distributes responsibilities between multiple parties. FATPOT's above proposed schedule outline will deliver a highly functional Product at a competitive price. The agreed upon price is dependent upon close and timely coordination and cooperation of all parties. Significant delays in customer and/or third parties assigned duties not only impact this Project but also other FATPOT projects awaiting resources. Delays caused by the Customer and/or third parties not fulfilling their responsibilities in a timely manner are extremely disruptive. In the event the Customer or provider has not fulfilled their responsibilities as outlined in Sections 4, 5 and 7, FATPOT may exercise its right to suspend this project in accordance with the "Customer Obligations" terms set forth in the Professional Services Agreement.

4. **EXTERNAL SYSTEM ADAPTER.** An adapter is required for each system integrating with the fusionPLATFORM (ex: CAD, RMS, etc.) The system being integrated must support the baseline capabilities as described in Section 5 of this SOW in order to have optimal interoperability functionality. FATPOT has worked with most major CAD system providers to help them build an adapter for fusionPLATFORM. FATPOT provides CAD system providers a full-featured Software Development Kit (SDK) with an application programming interface for developing their adapter. FATPOT also provides CAD system providers access to a fusionPLATFORM environment, sample adapter source code, and developer support to assist in the development process. FATPOT also supports testing of adapters to verify that each adapter passes the baseline set of capabilities. Any additional development or support services will be considered out of scope and are addressed in Exhibit D; Pricing Schedule, Section 2.1.

Costs incurred from the external system adapter provider are not covered in this SOW and are to be arranged for by the Customer as described in Section 7, Customer Responsibilities. For this project, FATPOT will support the integration of the following systems into the fusionPLATFORM as described below.

- 4.1. OCFA – TriTech Inform CAD: fusionUNIFY – This project will utilize an adapter developed by the CAD provider, TriTech, for use with FATPOT's Application Programming Interface (API) to exchange incident and unit information between the Customer's CAD system and fusionPLATFORM using a bidirectional exchange of information.
- 4.2. Costa Mesa – Superion CAD: fusionUNIFY – This project will utilize an adapter developed by the CAD provider, Superion, for use with FATPOT's Application Programming Interface (API) to exchange incident and unit information between the Customer's CAD system and fusionPLATFORM using a bidirectional exchange of information.
- 4.3. Laguna Beach – Hexagon CAD: fusionUNIFY – This project will utilize an adapter developed by the CAD provider, Hexagon, for use with FATPOT's Application Programming Interface (API) to exchange incident and unit information between the



Customer's CAD system and fusionPLATFORM using a bidirectional exchange of information.

- 4.4. Metro Net – Keystone CAD: fusionUNIFY – This project will utilize an adapter developed by the CAD provider, Keystone, for use with FATPOT's Application Programming Interface (API) to exchange incident and unit information between the Customer's CAD system and fusionPLATFORM using a bidirectional exchange of information.
- 4.5. OCMeds ImageTrend RMS: fusionCONNECT – FATPOT will deliver an upgraded interface for fusionPLATFORM to deliver CAD incident and unit information via the existing RMS ImageTrend interface for the purpose of auto-filling reports for OCFA and Costa Mesa agencies. (Additional agencies are not included in this SOW.) The FusionCONNECT data-subscriber interface will subscribe to data from fusionPLATFORM and forward relevant information to ImageTrend's standard web service application programming interface for OCMeds. It is the Customer's responsibility to ensure that all data fields required by ImageTrend are provided in the CAD systems' adapters through the fusionPLATFORM API.
- 4.6. Others: – Additional external system adapters may be added to fusionPLATFORM, but the licensing and Professional Services to integrate and test additional connections are not within the scope of this SOW.

5. **EXTERNAL SYSTEM PROVIDER DEPENDENCIES.** The ability of the fusionPLATFORM to perform its functional requirements depends on the external systems' ability to do the following:

- 5.1. For fusionUNIFY adapters: Also known as a bidirectional adapter. The fusionUNIFY adapters should support the following capabilities:
  - a) Synchronize active CAD data upon connecting – Including current CAD incident data and unit status data.
  - b) Continuously update the fusionPLATFORM – Including new incidents, updates, comments, assigned units, unit status updates, and unit AVL updates.
  - c) Connection notices - Provide connection and failure notices to the dispatcher.
  - d) Incorporate new incidents and updates received from the fusionPLATFORM – Present new incidents to the CAD operator, respond to and apply updates received from fusionPLATFORM in the CAD system.
  - e) Unit assignment and status updates – Send and receive unit assignment and status updates with the fusionPLATFORM including for units controlled by other CAD systems.
  - f) Unit resource requests - Send and respond to unit resource requests for specific units.
- 5.2. For fusionCONNECT adapters: Also known as a data-subscriber adapter.
  - a) Receive synchronized active CAD data upon connecting – Including current CAD incident data and unit status data.



- b) Continuously receive updates from the fusionPLATFORM – Including new incidents, updates, comments, assigned units, unit status updates as applicable to the connected system.
- c) Connection notices - Provide connection and failure notices to the user of the connected system.
- d) Maintain State - Where applicable, if the connected system must know the evolving state of an incident's data in order to properly consume the data, the adapter is responsible for maintaining that state. For example, this may apply to recording the time stamp of a changing status which will result in several labeled time stamps for a single incident in the end. Such as: unit dispatch time, unit enroute time, unit arrival time, etc.

### 5.3. Other Considerations:

- a) Functionality - Data, functionality, and operational incongruences between the connected CAD systems may limit the level of interoperability achievable. Although the fusionPLATFORM may support certain capabilities, FATPOT cannot provide functionality that the external system does not support. In cases where there is a gap between needs and what the CAD system is able to provide, fusionNOTIFY standard notifications will be used. FATPOT will assist 3<sup>rd</sup> Party system providers to understand the baseline requirements to support interoperability.

5.4. Connection Monitoring – The connection between the CAD system and the fusionPLATFORM is continually monitored through heartbeat transactions to detect system network failures. This allows the CAD system to notify its CAD users when a disconnection from the fusionPLATFORM has been detected. It will be the responsibility of the CAD provider to implement this notification feature.

## 6. **GENERAL ASSUMPTIONS**

6.1. Data in Transit - The Customer will be responsible for the security of data in transit between the fusionPLATFORM and the integrated adapters and interfaces (e.g. CAD and the CAD system) by implementing practices acceptable to all participants (e.g. VPN tunneling, secure network circuits).

6.2. Data at Rest - The Customer will be responsible for the security of data at rest by way of physical security of the hosting location of the fusionPLATFORM.

6.3. COTS System - FusionPLATFORM is a configurable Commercial-Off-The-Shelf (COTS) Product. The Customer has evaluated the functionality and capabilities of the fusionPLATFORM system. Configuration changes and effort spent analyzing issues in the operation of the fusionPLATFORM environment will be performed as tasks under this SOW. Any customizations or enhancements to existing functionality may be requested through a Change Order process.

6.4. Software Defects - Software defects that are found during the implementation, once confirmed, are managed through the acceptance criteria in Section 8 in this SOW.

6.5. Background checks or clearance processes – The Customer will not assess FATPOT any Fee(s) for processing background checks or security clearances that FATPOT employees may be subjected to in order to access agency sensitive data either on site or by way of remote connection. In addition, the Customer will not require any travel from FATPOT employees for the express purpose of completing any security clearance process. FATPOT employees will provide the needed information (e.g. completed forms, fingerprints, identification, etc.) and provide them to the Customer in a timely manner. The Customer will expedite the processing of background checks and clearances to minimize project delays.

## 7. CUSTOMER RESPONSIBILITIES.

7.1. Project Manager (PM) - The Customer will ensure that a representative is designated as its Project Manager. It is the Customer PM's responsibility to coordinate overall efforts and to ultimately drive the project to completion. The Customer PM will ensure that tasks identified in this section are carried out in order to complete the implementation in a timely fashion. The Project Manager may become the fusionPLATFORM Administrator following completion of the project.

7.2. External System Adapters – As named in Section 4, the Customer and participating agencies are expected to contract directly with their external system provider (ex: CAD, RMS, etc.) for all licensing, professional services and ongoing maintenance related to each respective adapter to the fusionPLATFORM. The licensing and implementation costs of these adapters are not included in this SOW and are to be borne separately by the Customer. It is the responsibility of the Customer to finalize all contract arrangements with the external system providers before FATPOT begins work on this SOW.

7.3. Governance – The Customer will designate an administrative representative (or representatives) to address policy decisions related to this project as well as to support ongoing sustainability of the delivered system. This governance body must be identified early in the project in order to mitigate the risk of project delays due to policy decisions that may need to be addressed.

7.4. Dispatch Center Participation – The Customer's project manager and governance body is responsible for championing the participation of all named dispatch centers and agencies named in Section 4 and ensuring that individuals, who are knowledgeable with their agency practices and are empowered with decision making authority, from each dispatch center participate in project meetings and communications. If any single agency demonstrates a lack of responsiveness or lack of participation and causes a significant delay that substantially impacts the overall Project Plan, that agency or dispatch center will be temporarily removed from the project and the remaining agencies will continue with the implementation process. If any removed dispatch center later shows a renewed interest, there will be a prorated reengagement Fee assessed commensurate to the impact on the project as a whole and when that agency or dispatch center was removed from the project. Reengagement Fee(s) will be managed through Change Orders.

7.5. Testing Coordination – It is difficult to predict the time needed to accomplish sufficient testing because of a number of unknown factors (for example: readiness of technology partners, well defined customer goals, consistent participation in testers). Since the Customer has a uniquely positioned relationship with all participating technology providers, it is the Customer's Project Manager's responsibility to coordinate all testing sessions for this project. FATPOT will provide clarity and direction for the needed testing sessions during the appropriate phases of the project.



7.6. Subject Matter Experts (SME) - The Customer will ensure that representatives are assigned to serve as the Subject Matter Experts (SME) for all agencies that will be sharing information through this project. Ideally, this will be a CAD Administrator or Dispatcher with a detailed understanding of the daily operations at the dispatch center. Members of this group should remain consistent throughout the project. The SMEs will be required to attend scheduled meetings and work sessions with FATPOT and the PM. Responsibilities include but are not limited to:

- a) Documenting common incident-sharing scenarios and business practices
- b) Providing lists of units, codes, and descriptions
- c) Mapping units and codes to the common code set
- d) Assistance in the development of the collaborative Documentation described in Section 3.5.
- e) Documenting test scenarios for final acceptance
- f) Assistance testing and troubleshooting

7.7. Hosting Environment – The server hardware, operating system software, and VM software (if applicable) to host the fusionPLATFORM will be acquired, hosted and maintained by the Customer. Customer maintenance responsibilities includes but is not limited to ensuring that operating systems are updated with the latest security patches and data hosted on the system is backed up on a regular basis. The Customer will see that all agreements necessary for this hosting arrangement are made between all participating agencies.

7.8. Agency Metrics – Hardware specifications will be provided by FATPOT to the Customer after system metrics are provided, such as: Call for Service average and peak volumes, average and peak AVL usage.

7.9. Network Connections - The Customer is responsible for establishing a secure connection between the fusionPLATFORM system and the connecting CAD system adapters including:

- a) Establishing Network Connection
- b) Establishing Network Encryption
- c) Configuring Firewalls
- d) Enabling authorized FATPOT representatives to remotely access all project related systems

7.10. Memorandum of Understanding – The Customer is responsible for obtaining any agreements necessary for the sharing of CAD data from, and with, all participating agencies as required by each agency's policy.

7.11. Customer Assumes Responsibility for Participating Agencies - The Customer assumes the responsibility for all deliverables of any participating Agencies as described in this section as well as throughout this SOW.

7.12. Agency Specific Training - FATPOT will provide training related to the fusionPLATFORM console (fusionPORTAL) and administrator user training as outlined in Section 3.4. All training related directly to dispatch operations will be conducted by the Customer.



7.13. Test Environment - The Customer is responsible to provide a test CAD environment for each connected CAD system that adequately mirrors their Operation/Production environment, with associated test data that is capable of interfacing with the fusionPLATFORM. The test environment will operate on the fusionPLATFORM server installed at the Customer facility referenced in Section 7.7.

- a) Failure to provide a complete test environment with complete test data and configuration similar to that of the production environment with fusionPLATFORM adapters for all interfaced systems, will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through a Change Order process.

7.14. Remotely Accessible Test CAD Console - The Customer is responsible for providing FATPOT personnel with remote access to a CAD console for each connected CAD system that can be used for testing with fusionPLATFORM for each CAD system. The console will be accessible to FATPOT personnel with login credentials that are capable of adding and modifying incidents and make unit assignments in order to conduct end-to-end system testing. The test CAD console should be configured to match the production system.

- a) The test CAD console allows FATPOT personnel to rapidly implement and test functionality as needed while limiting the requirement to involve agency personnel until Customer End-to-End testing. Lack of a remotely accessible test CAD console will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through a Change Order process.

7.15. VPN Access For Testing and Maintenance – The Customer will provide FATPOT engineers with Remote Desktop Protocol (RDP) access via VPN over a 10Mbps or better connection, or other equivalent remote access to the fusionPLATFORM application server(s), database server(s), and test CAD Consoles in order to support rapid development and debugging during the testing period. VPN access should be generally available throughout the project and not require requests for specific work sessions. The VPN services are to be hosted at the Customer facility on Customer owned equipment.

- a) Failure to provide acceptable remote access to the fusionPLATFORM application server(s), database server(s), and test CAD Consoles will delay the project and will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through a Change Order process.

8. **ACCEPTANCE CRITERIA.** FATPOT and the Customer will develop and execute an acceptance test plan for all work completed under this SOW to confirm the system meets the functional requirements of the COTS fusionPLATFORM system. Any defects that are raised will be prioritized as follows:

Priority	Description
P1: Critical Priority	A fatal software application error that prevents the system from starting/re-starting and/or a database integrity error.

P2: High Priority	Users are not able to use mission critical functionality necessary to capture or maintain their data. There is no known work-around or there is an unacceptable and production-limiting work-around.
Per industry standards, the system is considered ready for fielding when there are no known P1 or P2 defects.	
P3: Medium Priority	Users have an acceptable and defined work-around, which will allow them to continue or the problem will not inhibit production activity.
P4: Low Priority	This is a nuisance to the end-users, but is not a production-limiting problem.

9. **PROJECT RISKS.** The integration efforts involved when integrating the bidirectional fusionPLATFORM with multiple adapters and interfaces includes several risks, the outcome of which are not completely certain until implementation and testing is complete. Based upon the differences of each CAD system, incongruences may exist in the methods of sharing incidents and exchanging information through their connection to fusionPLATFORM. Thus, actual functionality can vary widely by agency, even for those using the same make of CAD system. Accordingly, each agency is treated as a separate custom integration with inherent risks associated with configuration efforts. FATPOT will discuss risk mitigation efforts with the Customer early in the discovery phase.



## EXHIBIT D

### PRICING SCHEDULE

1. **STATEMENT OF WORK REFERENCE.** This Pricing Schedule corresponds with the "UPGRADE OF OCRS CAD-TO-CAD SYSTEM Project" Statement of Work (SOW).
2. **STATEMENT OF WORK DELIVERABLES.** All deliverables in the Statement of Work are included in the price detailed below. The first year of licensing and Technical Services is included in this price.

#### One-Time License Costs

Qty	Product SKU	Description	Standard Price	Discounted Price	Total
4	10003	FusionUNIFY License (per CAD)	\$40,959	\$36,863	\$147,452
14	10006	FusionPORTAL-UNIFY Workstation licenses - OCFA	\$4,654	\$4,189	\$58,640
10	10006	FusionPORTAL-UNIFY Workstation licenses - Metro Net	\$4,654	\$4,189	\$41,886
4	10006	FusionPORTAL-UNIFY Workstation licenses - Costa Mesa	\$4,654	\$4,189	\$16,754
3	10006	FusionPORTAL-UNIFY Workstation licenses - Laguna Beach	\$4,654	\$4,189	\$12,566
1	10009	FusionCONNECT - RMS (one way) OCMedS - OCFA	\$31,650	\$28,485	\$28,485
1	10009	FusionCONNECT - RMS (one way) OCMedS - Costa Mesa	\$31,650	\$28,485	\$28,485
20	10004	FusionPORTAL - AWARE Workstation licenses	N/C	N/C	N/C
		Total one-time license costs			\$334,269
		Discount for being current on CADfusion 2.x maintenance			\$334,269
		<b>Total</b>			<b>\$0</b>

#### One-Time Professional Services Costs

Qty	Product SKU	Description	Standard Price	Discounted Price	Total
1505	10015	1 FusionUNIFY Professional Services - 4 CAD Systems	\$200	\$100	\$150,500
65	10015	1, 2 Professional Services - OCRS Customized Move-up Functionality	\$200	\$100	\$6,500
220	10015	1, 2 FusionCONNECT - RMS (one way) Professional Services (2)	\$200	\$100	\$22,000
		Total Professional Services for recommended Upgrade project		<b>Total</b>	<b>\$179,000</b>

<sup>1</sup> Includes: Installation, Configuration, Deployment, Testing, Training, and Project Management as defined in SOW

<sup>2</sup> Includes: Development, Quality Assurance, Integration as defined in SOW

2.1. **Other Professional Services:** All Professional Services requested by the Customer during this project that fall outside the scope of the referenced Statement of Work will be at a labor rate of \$1,200/day. All out of scope travel related expenses will be billed at cost plus 20%. Any day requiring travel to, travel from, or presence at or near the Customer's location will incur a full 8 hour day of labor for each person.



- a) All out of scope Professional Services will be agreed upon in advance in writing through a Change Order and will be billable to the Customer immediately following the completion of the said Professional Services. The terms of payment are subject to terms of the Software License Agreement.

3. **ANNUAL MAINTENANCE:** Fee(s) for License Renewals and ongoing Technical Support (Annual Maintenance) should be included in the Customer's budget for future years. Annual Maintenance is to be paid at the beginning of each renewal year. The current Annual Maintenance Fee(s) will continue until the completion of this project and acceptance of all deliverables. At which time, a prorated refund of Fee(s) under the old pricing will be issued for the remaining renewal year and will be offset by a prorated charge under the new pricing. Any credit will be applied to the following renewal year. The Annual Maintenance Fee schedule for this project is listed as follows:

Qty	Product	Description	Standard Price	Discount Price	Total
4	20003	FusionUNIFY License (per CAD)	\$8,192	\$7,373	\$29,490
14	20006	FusionPORTAL-UNIFY Workstation licenses - OCFA	\$931	\$838	\$11,728
10	20006	FusionPORTAL-UNIFY Workstation licenses - Metro Net	\$931	\$838	\$8,377
4	20006	FusionPORTAL-UNIFY Workstation licenses - Costa Mesa	\$931	\$838	\$3,351
3	20006	FusionPORTAL-UNIFY Workstation licenses - Laguna Beach	\$931	\$838	\$2,513
1	20009	FusionCONNECT - RMS (one way) OCMeds - OCFA	\$6,330	\$5,697	\$5,697
1	20009	FusionCONNECT - RMS (one way) OCMeds - Costa Mesa	\$6,330	\$5,697	\$5,697
<b>Total Annual Maintenance Cost</b>					<b>\$66,853.80</b>

4. **MILESTONES AND PAYMENTS.** The project timeline will approximately follow the milestones and payment terms below. The specific timeline will be negotiated as needed. The Customer agrees to the following milestones and payment terms.

Professional Services Milestones				
No.	Milestone	Description	Pct Pmt Due	Pmt Due
1	Project Kickoff Meeting	Onsite meeting during which the project overview, deliverables, and schedule are presented.	20%	\$35,800
2	Software Installation	Software is installed, basic Customer configurations are made, the client Software is delivered to the Customer and connection to the server is demonstrated.	20%	\$35,800
3	Operational Scenarios Documented	The Documentation of the Operational Scenarios marks the completion of the Configuration Phase. During a meeting, the sharing functionality is demonstrated on the fusionPLATFORM. (The CAD interfaces are not required at this time.)	20%	\$35,800

Professional Services Milestones				
4	CAD Provider End-to-End Testing Complete	CAD Provider Interface Testing Complete marks the completion of this phase. CAD provider adapter is installed, connected, and successfully tested using established test criteria.	20%	\$35,800
5	Acceptance Testing Complete	Acceptance of the system as defined in the SOW marks the completion of this phase. Acceptance testing of usable test system is completed prior to deployment.	20%	\$35,800
Total:			100%	\$179,000

4.1. Responsible Party. The responsible party for the milestone payments on this project and subsequent annual license renewals and maintenance will be:

Orange County Fire Authority  
 Attn: Linda Madrid, Accounts Payable  
 PO Box 57115  
 Irvine, CA  
 92619-7115  
 714-573-6356  
[AP@ocfa.org](mailto:AP@ocfa.org)

5. **OFFER EXPIRATION.** All offers in this Pricing Schedule including pricing and the milestone payment schedule, expire January 31, 2018. Pricing and the milestone payment schedule will be renegotiated if this Agreement is not executed by the above stated expiration date.

## CHANGE ORDER NUMBER [1]

THIS CHANGE ORDER NUMBER [1] ("Change Order") to that certain Software License and Services Agreement (the "Agreement") dated November 8, 2017 by and between

FATPOT TECHNOLOGIES, LLC  
a Utah limited liability company  
655 Medical Drive  
Suite 100

Bountiful, Utah 84010

(hereinafter referred to as  
"FATPOT")

Orange County Fire Authority  
1 Fire Authority Road  
Irvine, California 92602

(hereinafter referred to as "Customer" OR  
"OCFA")

is made and entered into to be effective as of \_\_\_\_\_ (the "Effective Date"). This Change Order, inclusive of all attachments and exhibits hereto, shall be appended to and made a part of the Agreement's Statement of Work. FATPOT and Customer may be severally referred to as a "Party" or collectively referred to as the "Parties".

### Recitals

WHEREAS, OCFA is the project sponsor and administrator for the Orange County Regional CAD2CAD Share Upgrade Project ("Project"); and

WHEREAS, in support of the Project, OCFA has entered into the Agreement with FATPOT as the fusionPLATFORM Provider to supply an interoperability platform for sharing of real-time public safety incident and resource information between Costa Mesa Fire, Laguna Beach Fire, and Metro Net Dispatch JPA (each a "Cooperating Agency" and collectively the "Cooperating Agencies"); and

WHEREAS, OCFA now wishes to amend the Agreement to provide for FATPOT to act as OCFA's agent to define, administer, and enter into a CAD System Adapter Agreement(s) ("Adapter Agreement(s)") with the Cooperating Agencies and third-party system providers ("CAD Vendors") to implement the necessary interface(s) ("Adapter(s)") between third-party systems and FATPOT's fusionPLATFORM system, being hosted by OCFA.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the original scope of work set forth in the Agreement is hereby amended as follows:

1. Recitals. The forgoing Recitals are true and correct and are incorporated herein.
2. Capitalized Terms. All capitalized terms not defined herein when they first appear shall be as defined in the Agreement.



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NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the original scope of work set forth in the Agreement is hereby amended as follows:

1. Recitals. The forgoing Recitals are true and correct and are incorporated herein.
2. Capitalized Terms. All capitalized terms not defined herein when they first appear shall be as defined in the Agreement.

3. Appointment. OCFA hereby appoints FATPOT as its agent for the purposes of defining, administering, and entering into Adapter Agreement(s) with Cooperating Agencies and, where necessary, CAD Vendors, to implement the necessary Adapter(s) between third-party systems and FATPOT's fusionPLATFORM system for the Project. Depending upon the contractual relationship between Cooperating Agencies and their CAD Vendors, the Adapter Agreements may only require execution by the Cooperating Agency to contractually meet the deliverables of the Adapter Agreement. This should be the case when the CAD Vendor already offers a standard Adapter for fusionPLATFORM on their product list. Otherwise, both the Cooperating Agency and the CAD Vendor will execute the Adapter Agreement. FATPOT will define an Adapter Agreement that is acceptable to FATPOT and OCFA. Upon OCFA's approval of each Adapter Agreement through the execution of a Cooperating Agency Adapter Agreement Approval Sheet as set forth in Exhibit A, FATPOT will execute the corresponding Adapter Agreement with the Cooperating Agency and, if necessary, the CAD Vendor. A fully executed Adapter Agreement, with its corresponding Cooperating Agency Adapter Agreement Approval Sheet shall be attached to and made a part of this Change Order.

4. Payment to Cooperating Agencies/CAD Vendors. OCFA agrees to make payments to FATPOT for invoices pursuant to Section 7.2 of the Agreement. Such invoices shall be tied to the completion of payment milestones set forth in the statement of work for each Adapter Agreement. No payment shall be made by OCFA directly to any Cooperating Agency or CAD Vendor. FATPOT as OCFA's agent will subsequently remit payments to the Cooperating Agency for payment to their CAD Vendor, or directly to the CAD Vendor as set forth in the Adapter Agreement.


5. Payment for Agent Services. OCFA agrees to pay FATPOT a fee of \$7,500 per Cooperating Agency (maximum three) for handling the definition and administration of the Adapter Agreements and, if necessary, CAD Vendor, preparing of invoices, and the processing of payments. Should additional Agent Services be required, OCFA agrees to pay FATPOT at the current hourly rate as set forth in the Agreement. OCFA will not be charged professional services for technical support or testing related to implementation of the Adapters, which are already defined in the Agreement.

6. Other Terms and Conditions. Except as specifically provided herein, the terms and conditions of the Agreement shall remain in full force and effect. Upon the execution of this Change Order, the Agreement shall be deemed amended as provided herein.

7. Counterparts. This Change Order may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronically delivered signature page were an original thereof.

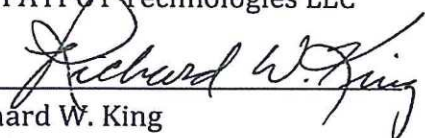


IN WITNESS WHEREOF, the parties hereto have caused this Change Order to be executed and delivered by their respective duly authorized officers as of the date first above written

<b>APPROVED AS TO FORM.</b>  By:  DAVID E. KENDIG GENERAL COUNSEL  Date: <u>3/15/18</u>	<b>ATTEST:</b>  _____ Sherry A.F. Wentz Clerk of the Board
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FusionPLATFORM Provider

Company: FATPOT Technologies LLC

Signature: 

Name: Richard W. King

Title: President

Date: March 14, 2018

Orange County Fire Authority

Company: OCFA

Signature: \_\_\_\_\_

Name: Debbie Casper

Title: Purchasing Manager

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



## EXHIBIT A

### Cooperating Agency Adapter Agreement Approval Sheet

Cooperating Agency: \_\_\_\_\_

CAD Vendor: \_\_\_\_\_

The undersigned, as a duly authorized representative of OCFA, approves the attached Adapter Agreement for execution by FATPOT. By approving this Adapter Agreement, and upon execution of the approved Adapter Agreement by FATPOT and other contracting parties, OCFA agrees to perform its obligations as defined in the Change Order Number [1].

OCFA's Authorized Representative

Debbie Casper, Purchasing Manager  
(name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

## 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> Support Services/Information Technology		<b>Requested By:</b> Todd Muilenburg	<b>Date:</b> 03/22/2018
<b>Recommended Vendor:</b> FATPOT TECHNOLOGIES, LLC		<b>Vendor Contact:</b> Richard King	<b>Vendor's E-mail Address:</b> rking@fatpot.com
<b>Vendor Address:</b> 655 Medical Drive Suite 100, Bountiful, UT 84010			<b>Vendor's Telephone #:</b> 801-397-3973
<b>Type of Contract:</b> <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment <input checked="" type="checkbox"/> Increase		<b>Contract Term (Dates):</b> 12/1/2017 - 12/31/2019	<b>Contract Amount:</b> \$322,743
<i>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).</i>			<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input 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.**

FATPOT TECHNOLOGIES, LLC provides software and support services for the Regional CAD2CAD (C2C) and AVL system. The C2C system works as an interface between the four Regional Dispatch agencies' CAD systems including OCFA, Laguna Beach, Costa Mesa, and Metro Net to share mutual aid requests, apparatus GPS location, unit status.

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.**

FATPOT is the OEM and only authorized entity to program, license, or provide professional services to maintain, modify or otherwise enhance the Regional CAD2CAD system. FATPOT was selected after a competitive RFP process in 2007, and again approved in November 2017 to develop the Next Generation CAD2CAD replacement of the current C2C system.

## SECTION III – JUSTIFICATION (continued)

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.

FATPOT TECHNOLOGIES, LLC reduced their Professional Services rate by 50% (\$200/hour to \$100/hour) and also is providing software and licenses to the Regional partners at no charge (a savings of \$334,269).


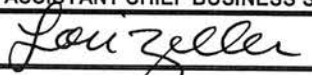
4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)? (If yes, please explain how and what the future costs will be.)

Yes, it will be necessary to continue annual software maintenance and licensing fees with FATPOT. Estimated annual cost is \$66,853 which represents a significant price reduction from the current annual amount of approximately \$103,000 which will be eliminated when the Next Generation CAD2CAD goes live. The annual maintenance costs are cost-recovered from our Regional partners proportionately.

## Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Todd Muilenburg		8-Mar-2018
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		8-Mar-2018
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Dave Anderson		8-Mar-2018

## Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	3/8/18
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	3/12/18

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**  
**March 22, 2018**

**Agenda Item No. 3I**  
**Consent Calendar**

**Sole Source Request with TriTech Software Systems for the  
Regional CAD2CAD System Upgrade Project**

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**Contact(s) for Further Information**

Dave Anderson, Acting Fire Chief	<a href="mailto:daveanderson@ocfa.org">daveanderson@ocfa.org</a>	714.573.6006
Joel Brodowski, IT Manager	<a href="mailto:joelbrodowski@ocfa.org">joelbrodowski@ocfa.org</a>	714.573.6421

**Summary**

This agenda item seeks approval to issue a sole source purchase order to TriTech Software Systems to develop a CAD system adapter for the new Regional Next Generation CAD2CAD system.

**Prior Board/Committee Action**

At the September 27, 2012, Executive Committee meeting, the Committee approved a contract with TriTech Software Systems (TriTech) for the software, hardware, and professional services to implement a new TriTech Computer Aided Dispatch (CAD) system as part of the Public Safety Systems Project for a total of \$2,835,640.

**Impact to Cities/County**

Not Applicable.

**RECOMMENDED ACTIONS:**

Approve and authorize the Purchasing Manager to issue a sole source contract to TriTech Software Systems in the amount of \$120,453.50 to upgrade and replace the current CAD System Adapter (Interface) including testing, training, and first year of support and maintenance.

**Fiscal Impact**

Funding for the Regional Next Generation CAD2CAD (NG-C2C) upgrade project has been approved in the adopted FY 2017/18 Capital Improvement Program Budget, specifically in Fund 124 (Communications & Information Systems) for a total project budget of \$450,000. Funding for the software license and maintenance fees will be maintained as ongoing system maintenance in the annual General Fund budget, specifically in the Support Services Department budget for services and supplies.

**Background**

***Sole Source Justification***

TriTech was awarded the contract in 2012 as a result of a competitive RFP process for the update and implementation of OCFA's CAD system. It is a highly complex system with multiple software components, interfaces with other OCFA systems, and third-party software integrations. The current TriTech CAD system software runs on commercial-off-the-shelf (COTS) hardware and software including the Microsoft Operating System and Database software. The proprietary CAD software is only available through TriTech. The CAD System Adapter needed to ensure proper connection and interface with the NG-C2C is a TriTech product.

### ***OCFA Computer Aided Dispatch System***

The Computer Aided Dispatch System (CAD) is one of OCFA's most critical systems. The 9-1-1 dispatchers in the Emergency Command Center (ECC) use CAD to enter and track emergency calls and determine resource status and availability. The CAD system also transmits incident information to operations personnel and resources through the OCFA's data network to fire stations, mobile data computers (MDC) that are installed in emergency vehicles and apparatus, and mobile phones utilized by command staff. The CAD system is interfaced with other systems and applications including the fire station alerting system, Automatic Vehicle Location (AVL) system, 24-hour voice logging, 800 MHz radio system, Netclock time synchronization, other existing regional CAD Systems, OCFIRS, IFP, Vesta 9-1-1 telephone system, paging systems, and ambulance service providers.

### ***Next Generation CAD2CAD***

In September 2015, the Orange County Fire Chiefs Association (OCFCA) Operations subcommittee recommended to the OCFCA Fire Chief's group that the regional dispatch agencies including Laguna Beach, Costa Mesa, MetroNet, and OCFA emergency dispatch centers work together to enhance the Regional C2C functionality by exchanging AVL data between their four CAD systems to ensure closest available resources were dispatched for mutual aid incidents.

On October 19, 2017, the OCFCA recommended upgrading the Regional C2C system to the current NG-C2C. This item was presented to the Executive Committee and approved on November 16, 2017.

The Regional C2C technology is built on a dated system and needs to be upgraded to utilize advances in computer hardware and software. Upgrading the regional dispatch agencies to the NG-C2C is complex and is estimated will take 12–18 months to complete. OCFA staff is working with each dispatch agency and their CAD vendors to develop the required system adapter upgrades to ensure proper functionality.

<b>Project Participants</b>	<b>Description</b>	<b>CAD Adaptor</b>	<b>FATPOT</b>	<b>Total</b>
<b>OCFA CAD System Adaptor</b>	OCFA C2C Adapter developed and maintained by <b>TriTech Software, Inc.</b>	120,453.50	0.00	<b>120,453.50</b>

### ***Conclusion***

For additional enhancements necessary for the NG-C2C upgrade project, staff is requesting approval and authorization to issue a sole source purchase order with TriTech Software Systems for \$120,453 to develop the OCFA's Regional C2C system adapter interface.

### ***Attachment(s)***

1. TriTech System Adapter Interface Quote
2. Sole Source Justification Form

## Proposal/Sales Quotation

Quotation QUO-41429-3KCTS3

Quotation Date: 3/7/2018

## General & Client Information

Agency Name: Orange County Fire Authority	<b>Bill To:</b> PO Box 57115 Irvine, CA, USA, 92602
System Description: OCFA Inform CAD interface to FatPot	
Client Contact: Mr. Dave Turner	
Contact Phone: (714) 573-6465	<b>Ship To:</b> 1 Fire Authority Rd Irvine, CA, USA, 92602
Contact Email: dave.turner@ocfa.org	
Expiration Date: 7/16/2018	
Presented By: Martha Chavez	

## Project Products & Services

### TriTech Implementation Service Fee(s)

#### Custom Solution(s)

Product Name	Unit Price	Qty	Total Price
CAD to CAD FatPOT interface	\$79,975.00	1	\$79,975.00

**Custom Solution(s) Total:** \$79,975.00

#### Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$17,284.00	1	\$17,284.00
Test and/or Training Interface Configuration Services: Standard Inform CAD to Third-Party CAD Advanced Interface	\$5,600.00	1	\$5,600.00

**Project Related Fee(s) Total:** \$22,884.00

#### Annual Maintenance Fee(s) (Year 1)

Product Name	Support Level	Total Price
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CAD to CAD FatPOT interface	24 x 7	\$17,594.50
<i>Annual Maintenance Fee(s) (Year 1):</i>		<i>\$16,890.72</i>
<i>Continuous Upgrade Fee(s) (Year 1):</i>		<i>\$703.78</i>
<b><i>Annual Maintenance Fee(s) (Year 1) Total:</i></b>		<b><i>\$17,594.50</i></b>

**Project Total: \$120,453.50**

Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$120,453.50
		Sales Tax Amount: \$0.00
		<b>Quote Total: \$120,453.50</b>

### *Terms and Conditions*

**Payment terms are as follows**

50% of total due at time of order; 50% due at time of completion.

**Software License Terms:**

The Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement currently in effect between TriTech and Client. Acceptance for the Software may be defined in the Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

Acceptance for the TriTech Software licenses included in the Quotation will be governed by the terms set forth in the System Purchase Agreement currently in effect between TriTech and Client. Any changes to scope of testing may result in a price increase for services.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software Support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust to the term to be co-terminus with the existing support agreement term.

**Sales Tax:**

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

**General Terms:**

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific

service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third-party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

<b>Quotation Issued by: Martha Chavez</b> <b>Email: <a href="mailto:martha.chavez@tritech.com">martha.chavez@tritech.com</a></b> <b>Phone: (858) 799-7838</b>	<u>Send Purchase Orders To:</u>  <b>TriTech Software Systems</b> <b>9477 Waples Street, Suite 100</b> <b>San Diego, CA 92121</b>  <b>Or Email: <a href="mailto:salesadmin@tritech.com">salesadmin@tritech.com</a></b> <b>Or Fax: (858) 799-7015</b>
	<u>Remit Payments To:</u>  <b>TriTech Software Systems</b> <b>PO Box # 203223</b> <b>Dallas, TX 75320-3223</b>



*Accepted for Client*

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to [salesadmin@tritech.com](mailto:salesadmin@tritech.com) to indicate your acceptance.

☐ Purchase Order required and attached, reference PO# \_\_\_\_\_ on invoice.

☐ No Purchase Order required to invoice.

**Please check one of the following:**

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

\_\_\_\_\_  
**Client Agency/Entity Name**

\_\_\_\_\_  
**Client Authorized Representative**

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

\_\_\_\_\_  
**Signature Client Authorized Representative**

\_\_\_\_\_  
**Date**

## 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> Support Services/Information Technology	<b>Requested By:</b> Todd Muilenburg	<b>Date:</b> 03/22/2018
<b>Recommended Vendor:</b> TriTech Software Systems	<b>Vendor Contact:</b> Martha Chavez	<b>Vendor's E-mail Address:</b> martha.chavez@tritech.com
<b>Vendor Address:</b> 9477 Waples Street, Suite 100, San Diego, Ca. 92121		<b>Vendor's Telephone #:</b> 858-799-7838
<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 04/01/2018	<b>Contract Amount:</b> \$120,453.50
<i>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).</i>		<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input 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.**

This product is a new CAD System Adapter (interface) to connect the OCFA's TriTech Computer Aided Dispatch (CAD) to the FATPOT Regional Next Generation CAD2CAD (NG-C2C) system. This new TriTech CAD System Adapter replaces the current TriTech C2C System Adapter. TriTech staff will also perform training, testing, and configuration services.

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.**

TriTech Software Systems is the OEM for the TriTech CAD system and it's ancillary systems which the CAD System adaptor is. It can only be licensed, installed, and configured by TriTech Software Systems.

SECTION III – JUSTIFICATION (*continued*)

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.

No discount was provided by the vendor, but they have lowered the price of the CAD system adapter by approximately \$16,000 as compared to the existing CAD adapter which will be replaced.


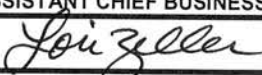
4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)? (If yes, please explain how and what the future costs will be.)

Yes, this purchase will require annual software maint. and support in the future, however the OCFA is already paying annual software maint. and support for the current CAD2CAD adapter and the new adapter will replace the current with no increase in the TriTech annual software support and maint. contract.

## Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Todd Muilenburg		8-Mar-2018
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		8-Mar-2018
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Dave Anderson		8-Mar-2018

## Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	3/8/18
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	3/12/18

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**  
**March 22, 2018**

**Agenda Item No. 3J**  
**Consent Calendar**

**Sole Source Fire Station Alerting System Replacement for  
Fire Stations 63 (Buena Park) and 66 (Westminster)**

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**Contact(s) for Further Information**

Dave Anderson, Acting Fire Chief	<a href="mailto:daveanderson@ocfa.org">daveanderson@ocfa.org</a>	714.573.6006
Joel Brodowski, IT Manager	<a href="mailto:joelbrodowski@ocfa.org">joelbrodowski@ocfa.org</a>	714.573.6421

**Summary**

This agenda item seeks approval to issue two sole source contracts to Westnet, Inc. and establish contingency budgets for the installation and replacement of fire station alerting system controllers, speakers, lights, and other electrical components at OCFA fire stations 63 (Buena Park) and 66 (Westminster) and to adjust the current contract for support and maintenance as provided in the attached schedule. Westnet is the sole provider of the proprietary alerting technology selected by the OCFA for new fire stations and routine upgrades to existing fire stations.

**Prior Board/Committee Action**

At its August 22, 2013, meeting, the Executive Committee awarded a contract to Westnet to upgrade OCFA fire station alerting systems with digital electronic station alerting technology after a competitive Request for Proposal process.

At its August 20, 2015, meeting, the Executive Committee approved a five-year contract (through August 27, 2019) for Westnet station alerting systems support and maintenance for \$51,677.75, with subsequent increases totaling \$216,200.43 for the total five-year term.

**RECOMMENDED ACTIONS:**

1. Approve and authorize the Purchasing Manager to issue sole source contracts to Westnet for the replacement of the fire station alerting systems at OCFA Fire Stations 63 and 66 in the amount of \$124,515.
2. Approve and authorize the addition of a 10% contingency (\$12,451) to the contract for additional services that may be required during the replacements with the stipulation that the Board Chair and Vice Chair will be notified before commitment of any contingency funds is made.
3. Approve and authorize the Purchasing Manager to extend and increase the annual maintenance contract with Westnet for up to five years based on the proposed pricing schedule with the ability to increase the annual amount as additional equipment is added to the stations so long as the increase doesn't exceed \$150,000 for the proposed annual pricing schedule.

**Impact to Cities/County**

Not Applicable.

## **Fiscal Impact**

Funding for the upgrade of fire station alerting systems by Westnet, Inc. has been approved in the Adopted FY 2017/18 Capital Improvement Program Budget, specifically in Fund 12110 (Communications & IT Infrastructure) for a total project budget of \$300,000. The proposed contracts with Westnet, Inc. represent the fourth and fifth OCFA fire stations to be upgraded in FY 2017/18. Funding for annual system maintenance is included in the General Fund budget, specifically in the Support Services Department budget for services and supplies.

## **Background**

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

As a result of a competitive solicitation, Westnet was awarded the contract in 2013 to integrate all existing OCFA 'legacy' fire station alerting systems with the TriTech CAD system. Westnet, a local firm based in Huntington Beach, is the original equipment manufacturer (OEM), sole distributor and sole service provider for the Westnet digital fire station alerting technology known as the 'SmartStation'. The Westnet system is the current system installed at OCFA and integrates all existing fire station alerting systems to its Computer Aided Dispatch (CAD) system. In order to standardize OCFA station alerting systems, all future installations and upgrades will require proprietary Westnet components resulting in future sole source contracts with Westnet.

### ***Westnet Station Alerting System***

The initial contract with Westnet integrated all existing 'legacy' OCFA station alerting systems to the TriTech CAD system at the Regional Fire Operations and Training Center (RFOTC). This project was completed in August 2014. OCFA staff intends on upgrading all OCFA fire station alerting systems with the Westnet SmartStation.

Installation is complex requiring four to six weeks of planning and installation per station. This includes coordination with the fire station crews (all shifts), developing construction plans, upgrading electrical circuits, removal of old alerting equipment, and installation of the new equipment. Once installation is complete, the system is programed and tested. The upgrade costs have ranged between \$60,000 - \$122,000 per station depending on the fire station crew complement (number of dorms, deployed apparatus, etc.). Each SmartStation installation includes a one-year warranty. After the one-year warranty period expires, support and maintenance costs are added to the annual maintenance support agreement. The average annual maintenance cost for each station varies from \$2,000 - \$3,000.

### ***Conclusion***

This year, OCFA staff is on schedule to complete six station upgrades. Staff plans to increase the number of stations completed each year as processes improve and more resources become available.

Staff is requesting approval and authorization for the Purchasing Manager to issue sole source contracts to Westnet in the amount of \$124,515 plus a 10% contingency (\$12,451) for a total contract value of \$136,966 for the replacement of fire station alerting systems at fire station 63 (Buena Park) and fire station 66 (Westminster). The 10% contingency budget will be used for additional services that may be required as identified during installation and the Board Chair and Vice Chair will be notified prior to use of contingency funds. Staff is also requesting authorization to adjust the current annual support and maintenance contract as provided in the attached schedule with the ability to increase the maintenance contract amount as additional stations are added to the maintenance contract with estimated costs at approximately \$2,500 per station annually.

Westnet, Inc. Fire Station Alerting Systems Annual Support and Maintenance					
Year	Term date	Amount	Increase for SmartStations	New Total	SmartStations (total on contract)
<i>1 - 1/2 years remaining in current 5 - year agreement</i>					
<b>Yr 4</b>	<b>28-08-17 - 27-08-18</b>	<b>*\$53,856.23</b>	<b>**\$4,208.63</b>	<b>\$58,064.86</b>	Add FS56,57 (2) <i>adding upgraded fire stations to annual support contract estimated at \$2,500 ea./annual</i>
Yr 1	08-28-18 - 08-27-19	\$59,806.81	\$15,000.00	\$74,806.81	Add FS20,22,43,61,63,66 (8)
Yr 2	08-28-19 - 08-27-20	\$77,051.01	\$15,000.00	\$92,051.01	Add 6 more stations (14)
Yr 3	08-28-20 - 08-27-21	\$94,812.54	\$15,000.00	\$109,812.54	Add 6 more stations (20)
Yr 4	08-28-21 - 08-27-22	\$113,106.92	\$15,000.00	\$128,106.92	Add 6 more stations (26)
Yr 5	08-28-22 - 08-27-23	\$131,950.12	\$15,000.00	\$146,950.12	Add 6 more stations (32)
<b>5-year Total</b>				<b>\$551,727.40</b>	(estimate)
Note: includes 3% annual increase <i>and</i> costs to add fire station upgrades					

\* Base support contract for 72 - stations Master Control Units, timers, primary system at RFOTC, programming and CAD, radio interfaces

\*\* As fire stations are upgraded to SmartStation alerting and 1-year warranty expires, annual maint. costs (approx. \$2,500 ea.) added. The actual cost will vary based on implementation.

#### Attachment(s)

1. Proposed Westnet Agreement FS 63
2. Proposed Westnet Agreement FS 66
3. 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 March 2018 ("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 the First-In Fire Station Alerting system for Fire Station 63 located at 9120 Holder St., Buena Park, CA 90620, 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 fifty-seven thousand, five hundred twenty dollars and fifty-nine cents (\$57,520.59) 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.

### **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. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality**

Information obtained by Contractor in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Contractor 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.

To OCFA:

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

To Contractor:

Westnet Inc.  
Attention: Dawn Matheny,  
Chief Financial Officer  
15542 Chemical Lane  
Huntington Beach, CA 92649

### **10.3 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

### **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 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.**

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



DAVID E. KENDIG  
GENERAL COUNSEL

**ATTEST:**

Sherry A.F. Wentz  
Clerk of the Authority

Date: 3/15/18


**"FIRM"**

**WESTNET, INC.**

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

3/7/18

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



Dawn Matheny  
Chief Financial Officer

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

3-7-18

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



Richard Matheny  
Chief Executive Officer





**WESTNET**

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

# **ORANGE COUNTY FIRE AUTHORITY**



## ***Statement of Work for Installation of First-In Fire Station Alerting Systems Fire Station 63***

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 Client Fire Station #63.

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	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 lightening arrestor with a five-ohm earth ground circuit connected to the radio antenna lightening 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. 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: \_\_\_\_\_

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

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

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

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

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

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

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





**WESTNET**

**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, lightning, 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 FIRE STATION # 63** (Quote ID # Q-04307-S9L1)

Product ID	Product	QTY	Price	Sub Total
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$635.00	\$635.00
MCU-SW-MON	First-In MCU Remote Monitor Switch	1.00	\$225.00	\$225.00
RMPKIT	Equipment Rack Mount Kit - 3U	1.00	\$315.00	\$315.00
SDBS1	Doorbell Button	1.00	\$225.00	\$225.00
SDRM38V-FM	Dorm Remote -Flush Mount Kit also required	5.00	\$898.25	\$4,491.25
SDRMKIT-TBD	Dorm Remote Mounting Kit - TBD	5.00	\$218.25	\$1,091.25
SHPA150	High Power Paging Audio Module (includes one speaker)	2.00	\$1,495.00	\$2,990.00
SPC28-HS-2PS	Power Module w/ Hub & Spoke Controller & Dual Power Supplies	1.00	\$2,338.53	\$2,338.53
SSAT	Satellight (driven off Satelight Controller)	4.00	\$295.00	\$1,180.00
SSATKIT-TBD	Satellight Mounting Kit - TBD	12.00	\$48.00	\$576.00
SSAT-M	Satellight Controller	8.00	\$599.98	\$4,799.84
SS-DVCS	Digital Volume Controller	8.00	\$225.00	\$1,800.00
SSETS	Emergency Button	2.00	\$225.00	\$450.00
SS-OSA	Outside Speaker Audio Module (includes one speaker)	1.00	\$599.98	\$599.98
SSTSW	System Test Button	1.00	\$225.00	\$225.00
SVC-LIFT-FEE	Lift Service Fee	1.00	\$895.00	\$895.00
Equipment Total				\$22,836.85
Install Supplies				\$2,075.64
Total Tax (7.7500000000 %)				\$1,930.72
Station Equipment Install				\$22,664.00
One Year Toll Free Technical Support				\$0.00
On Site Warranty				\$2,343.59
Project Coordination				\$1,421.34
Permitting and Bonding				\$2,998.45
Special Engineering Services				\$1,250.00
<b>Total Amount</b>				<b>\$57,520.59</b>

### **EXHIBIT D**

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

Description	Total Project
Orange County Fire Authority Fire Station # 63	\$57,520.59

	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%	\$8,628.08
2	Test Procedure Signoff	5%	\$2,876.03
3	Manufacturing and Staging	20%	\$11,504.12
4	Installation	50%	\$28,760.30
5	Final System Acceptance	10%	\$5,752.06

**Total Amount: \$57,520.59**

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.

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	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 .

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	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



**WESTNET**

**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.

## **ORANGE COUNTY FIRE AUTHORITY CONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT FOR CONTRACTOR SERVICES ("Agreement") is made and entered into this \_\_\_\_\_ day of March 2018 ("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 the First-In Fire Station Alerting system for Fire Station 66 located at 15061 Moran St., Westminster, CA 92683, 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 sixty-six thousand, nine hundred ninety-four dollars and thirty-two cents (\$66,994.32) 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.

### **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. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality.**

Information obtained by Contractor in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Contractor 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.

To OCFA:	Orange County Fire Authority Attention: Debbie Casper, Purchasing Mgr. 1 Fire Authority Road Irvine, CA 92602
----------	--

To Contractor:	Westnet Inc. Attention: Dawn Matheny, Chief Financial Officer 15542 Chemical Lane Huntington Beach, CA 92649
----------------	--

### **10.3 Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

### **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 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

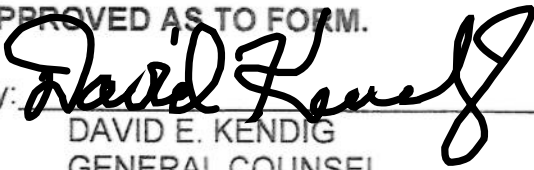
Date: \_\_\_\_\_

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

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

APPROVED AS TO FORM.

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

  
DAVID E. KENDIG  
GENERAL COUNSEL

ATTEST:

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


Date: 3/15/18

"FIRM"

WESTNET, INC.

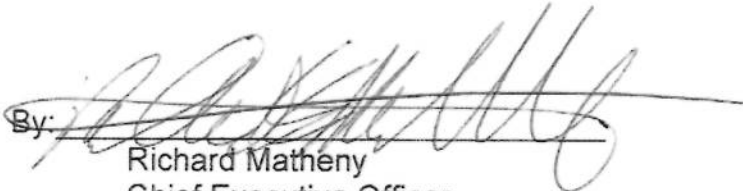
Date: 3/7/18

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

  
Dawn Matheny  
Chief Financial Officer

Date: 3-7-18

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

  
Richard Matheny  
Chief Executive Officer



**WESTNET**

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

# **ORANGE COUNTY FIRE AUTHORITY**



## ***Statement of Work for Installation of First-In Fire Station Alerting Systems Fire Station 66***

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 Client Fire Station #66.

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	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 lightening arrestor with a five-ohm earth ground circuit connected to the radio antenna lightening 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. 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.





**WESTNET**

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

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

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

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

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

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

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

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, lightning, 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 FIRE STATION # 66** (Quote ID # Q-04308-C5L9)

Product ID	Product	QTY	Price	Sub Total
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$635.00	\$635.00
FRMKIT5X19	MCU Rack Mount Kit	1.00	\$164.94	\$164.94
MCU-SW-MON	First-In MCU Remote Monitor Switch	1.00	\$225.00	\$225.00
RMPKIT	Equipment Rack Mount Kit - 3U	1.00	\$315.00	\$315.00
SDBS1	Doorbell Button	1.00	\$225.00	\$225.00
SDRM38V-FM	Dorm Remote -Flush Mount Kit also required	8.00	\$898.25	\$7,186.00
SDRMKIT-TBD	Dorm Remote Mounting Kit - TBD	8.00	\$218.25	\$1,746.00
SHPA150-D	High Power Paging Audio Module (includes two speakers)	1.00	\$2,175.49	\$2,175.49
SPC28-HS-2PS	Power Module w/ Hub & Spoke Controller & Dual Power Supplies	1.00	\$2,338.53	\$2,338.53
SSAT	Satellight (driven off Satellight Controller)	7.00	\$295.00	\$2,065.00
SSATKIT-TBD	Satellight Mounting Kit - TBD	15.00	\$48.00	\$720.00
SSAT-M	Satellight Controller	8.00	\$599.98	\$4,799.84
SS-DVCS	Digital Volume Controller	8.00	\$225.00	\$1,800.00
SSETS	Emergency Button	2.00	\$225.00	\$450.00
SS-OSA-D	Outside Speaker Audio Module (includes two speakers)	1.00	\$698.98	\$698.98
SSTSW	System Test Button	1.00	\$225.00	\$225.00
SVC-LIFT-FEE	Lift Service Fee	1.00	\$895.00	\$895.00
Equipment Total				\$26,664.78
Install Supplies				\$2,373.89
Total Tax (7.7500000000 %)				\$2,250.50
Station Equipment Install				\$26,682.00
One Year Toll Free Technical Support				\$0.00
On Site Warranty				\$2,635.25
Project Coordination				\$1,704.49
Permitting and Bonding				\$3,433.41
Special Engineering Services				\$1,250.00
<b>Total Amount</b>				<b>\$66,994.32</b>



### **EXHIBIT D**

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

Description	Total Project
Orange County Fire Authority Fire Station # 66	\$66,994.32

	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%	\$10,049.15
2	Test Procedure Signoff	5%	\$3,349.72
3	Manufacturing and Staging	20%	\$13,398.86
4	Installation	50%	\$33,497.16
5	Final System Acceptance	10%	\$6,699.43

**Total Amount: \$66,994.32**

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





**WESTNET**

**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	This priority level represents a significant issue that results in the inability to use the alerting systems. <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	This priority level represents a moderate issue that restricts normal use of the alerting systems. <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 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.

## 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> Support Services/Information Technology		<b>Requested By:</b> David Johnson	<b>Date:</b> 03/22/2018
<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 04/01/2018	<b>Contract Amount:</b> \$136,966
<i>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).</i>			<b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input 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 OEM and sole source of their proprietary digital electronic fire station alerting systems, programming, and professional services to install and maintain their SmartStation system. Westnet, Inc. was selected thru RFP in August 2013 as best-in-class to interface and upgrade OCFA's existing legacy fire station alerting systems.



**SECTION III – JUSTIFICATION (continued)**

All OCFA fire stations will need to be upgraded with Westnet, Inc. SmartStation alerting systems. The previous legacy fire station alerting systems installed at OCFA are obsolete and non-compatible with the OCFA's TriTech CAD system.

**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 station alerting equipment to ensure only necessary equipment is utilized in the design with no extras to contain costs. Staff reached an agreement with Westnet, Inc. to train OCFA staff to repair Westnet, Inc. equipment which may result in lower maintenance costs and improved performance.

**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, FS63 and FS66 will be added to the Westnet annual maint. contract. The cost per station will vary based on the initial contract amount. For example, two OCFA fire stations previously upgraded are FS56 (Rancho Mission Viejo) - \$2,328 annual support, and FS57 (Aliso Viejo) - \$1,881 annual support.


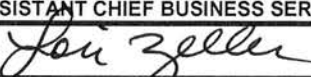
The annual maint. contract for FS63 (Buena Park) and FS66 (Westminster) has not been determined yet, though it is expected to be comparable or less than FS56 or FS57 given the lower installation cost for both fire stations.

**Sole Source Request Submitted by:**

REQUESTORS NAME	SIGNATURE	DATE
David Johnson		8-Mar-2018
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Joel Brodowski		8-Mar-2018
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Dave Anderson		8-Mar-2018

**Purchasing Manager's Comments:**

*This request is specific to FS 63 & 66.*

PURCHASING MANAGER'S APPROVAL	DATE
	3/8/18
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	3/12/18

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

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