



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS REGULAR MEETING
Thursday, August 22, 2019
6:00 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 Board of Directors 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 Board, 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 Board. Speaker Forms are available at the counters of both entryways of the Board Room.



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

CALL TO ORDER

INVOCATION by OCFA Chaplain Emily McColl

PLEDGE OF ALLEGIANCE by Director Johnson

ROLL CALL

ADMINISTRATION OF OATH OF OFFICE FOR NEW MEMBER

1. PRESENTATIONS

No items.

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 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. 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.

REPORTS

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

As the August Budget and Finance Committee meeting was cancelled, there will be no report.

REPORT FROM THE FIRE CHIEF

- 4th Quarter Report on 2018/19 Performance Goals
- Draft 2019/20 Performance Goals
- Garden Grove Transition Update

BOARD RECESS

Garden Grove Welcome

BOARD RECONVENE

2. MINUTES

A. Minutes from the July 25, 2019, Regular Board of Directors Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

3. CONSENT CALENDAR

No items.

4. PUBLIC HEARING(S)

No items.

5. DISCUSSION CALENDAR**A. SoCal/OCFA Fire Integrated Real-time Intelligence System Pilot Program**

Submitted by: Brian Fennessy, Fire Chief

Recommended Actions:

1. Approve and authorize the Board Chair to execute the Office of Emergency Services Pilot Program Grant Funds Transfer Agreement between the County of Orange and the Orange County Fire Authority for the acceptance of \$4,500,000 in State funding for the Fire Integrated Real-time Intelligence System Pilot Program.
2. Approve and authorize a budget adjustment to recognize the State funding allocation, increasing revenues by \$4,500,000 and appropriating equal funds to the FY 2019/20 General Fund Budget (121) to fund the Pilot Program.
3. Approve and authorize the Purchasing Manager to execute a Professional Services Agreement with Courtney Aviation, substantially in the form proposed, utilizing the special procurement provision in the Purchasing Ordinance for the provision of aircraft and other related services in an amount not to exceed \$3,508,000.
4. Approve and authorize the Purchasing Manager to execute a Professional Services Agreement with UCSD/WIFIRE, substantially in the form proposed, using the sole source provision of the Purchasing Ordinance for the provision of enhanced situational awareness/fire modeling and other related services in an amount not to exceed \$500,000.
5. Approve and authorize an increase to the aggregate total amount for the professional services agreement for Air Tactical Group Supervisors by \$250,000 for a new aggregate total not to exceed \$500,000; the not to exceed amount for each individual agreement will remain unchanged.

B. Updated Cost Reimbursement Rates

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

Recommended Action:

Review the proposed agenda item and approve the updated Cost Reimbursement Rate schedules to be effective August 23, 2019.

BOARD MEMBER COMMENTS**CLOSED SESSION****CS1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Authority: Government Code Section 54956.9(d)(2) – Significant Exposure to Litigation (1 case)

CLOSED SESSION REPORT

ADJOURNMENT – The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, September 26, 2019, at 6:00 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 15th day of August 2019.

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

UPCOMING MEETINGS:

Budget and Finance Committee Meeting	Wednesday, September 11, 2019, 12 noon
Human Resources Committee Special Meeting	Tuesday, September 17, 2019, 12 noon
Executive Committee Meeting	Thursday, September 26, 2019, 5:30 p.m.
Board of Directors Meeting	Thursday, September 26, 2019, 6:00 p.m.

08/22/19 BOD Meeting

OCFA STRATEGIC GOALS – FY 2018/19 - <i>Fourth Quarter Update</i> GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
1. <u>Our Service Delivery</u> <i>Goal #1: Our service delivery model is centered on continuous improvement. All services are sustainable through a range of economic environments and focused on our mission.</i>			
a. Review OCFA’s organizational structure and make recommended changes or submit recommendations to the Board where Board approval is required. <i>Changes to the organizational structure were approved by the Board of Directors in August 2018, and all new positions became effective by January 2019, including internal promotions and movements. Future changes in the structure will be considered on a case-by-case basis to ensure that the OCFA’s organizational chart remains aligned with organizational needs as the OCFA continues to evolve.</i>	Fire Chief	TSD: TCD: CB:	6/1/18 12/1/18 OCFA’s org chart aligns with organizational needs and leadership vision.
b. Continue policy efforts and Board action to reduce unfunded liabilities, thereby improving sustainability of services. <i>A Fourth Amendment to the Amended JPA was formally approved by 21 of OCFA’s 24 member agencies during FY 2018/19, and became effective on February 5, 2019. This Amendment memorialized the Accelerated Pension Paydown Plan into OCFA’s governing documents, further strengthening OCFA’s commitment to pension paydown. During FY 2018/19, OCFA’s pension funding level improved from 78.6% to 78.9%, despite an OCERS investment loss of 1.67% for the 2018 calendar year. Total interest savings that OCFA has achieved through accelerated payment since 2013 is \$24,582,776.</i>	Business Services	TSD: TCD: CB:	9/26/13 12/31/21 OCFA’s pension plan with OCERS achieves an 85% funding level.
c. Recognize and respond to changing budgetary conditions, not only on behalf of OCFA, but also considering OCFA financial impacts to member agencies. <i>Our completion benchmark for this objective has been achieved with a balanced budget projected for all years in the 5-year financial forecast and providing a flow of funds for CIP needs. However, the level of CIP funding was substantially reduced in the latest 5-year forecast and will be proactively managed in the coming years. The process of responding to changing conditions will remain an ongoing initiative that should continue in perpetuity.</i>	Business Services	TSD: TCD: CB:	7/1/18 6/30/19 OCFA’s 5-year financial forecast reflects a balanced budget with a flow of funds for CIP needs.

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = **Not Started**, **In Progress**, **Complete**

OCFA STRATEGIC GOALS – FY 2018/19 - <i>Fourth Quarter Update</i> GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
<p>d. Assist member agencies working through financial challenges and/or researching equity concerns by providing contract information, fiscal data, and service options that may be available. <i>Discussions with the City of Irvine produced a formal Settlement Agreement that was unanimously approved by the OCFA Board of Directors and the Irvine City Council in March and April 2019. This Agreement resolved equity concerns relative to Irvine's membership in OCFA. Alternatively, the City of Placentia chose to withdraw from the OCFA effective June 30, 2020; however, all requests for financial data that the City submitted to OCFA were fulfilled prior to their decision.</i></p>	Business Services	TSD: TCD: CB:	7/1/18 6/30/19 Members are consistently informed about OCFA's finances. Supplementary requests are responded to in a timely manner with high-quality data.
<p>e. Negotiate and implement successor MOUs for OCEA and OCFAMA, keeping focus on OCFA's mission and sustainability of services. <i>Successor MOUs were approved on August 23, 2018.</i></p>	Human Resources	TSD: TCD: CB:	8/31/17 8/31/18 Successor MOUs are approved by the Board, ratified by the associations, and implemented.
<p>f. Refine the process to evaluate, prioritize, and budget for significant CIP projects requested of the Logistics Department. <i>With the reorganization and change in the Assistant Chief over Logistics, the process for CIP budgeting and project management was examined, and many changes were made, with continuing refinement anticipated into FY 2019/20.</i></p>	Logistics	TSD: TCD: CB:	6/1/18 6/30/19 Develop and implement process for new capital and project requests.
<p>g. Initiate projects to enhance facilities, enabling service sustainability and continuous service improvements. <i>OCFA made an offer for a FS10 (Yorba Linda) site; however, the owner did not accept; therefore the search continues. In addition, alternative options are being developed for needs relative to FS9 (Mission Viejo), new FS 12 (Laguna Woods) and new FS 52 (Irvine). Many other facility projects are in the process of being prioritized, with project management plans and timelines being developed (see 1.f above).</i></p>	Logistics	TSD: TCD: CB:	6/1/18 6/30/19 Identify sites and develop plans for FS9 & FS10; stabilize FS42 & FS49; install fire alarm systems in three or more OCFA owned stations; upgrade at least two bathroom accommodations.
<p>h. Continue evaluation of service delivery deployment based on strategic data analysis. <i>A contract was awarded to Citygate in November 2018 and a scope of work was approved at the January 24, 2019 meeting specifically designed to conduct a deployment data analysis. This work is continuing with anticipated completion during FY 2019/20.</i></p>	Emergency Operations	TSD: TCD: CB:	7/1/18 6/30/19 Top priorities from data analysis are implemented.

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OCFA STRATEGIC GOALS – FY 2018/19 - <i>Fourth Quarter Update</i> GOALS, OBJECTIVES & PERFORMANCE MEASURES	<u>Responsibility</u> Designated department lead	<u>Performance Measures</u> Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
<p>i. Pursue actions to ensure an effective aviation program that meets the needs of our agencies served.</p> <p>Additional OCFA pilot and mechanic positions were Board-approved, budgeted, and filled. In addition, funding from Edison was accepted with a corresponding contract approved with Coulson Aviation to significantly enhance OCFA's ability to fight wildland fires with air resources during the night, when weather conditions are optimal to make the largest impact on fire progression and suppression.</p>	Special Operations	TSD: TCD: CB:	6/1/18 6/30/19 Pilot and mechanic staffing is increased to enable consistent daily staffing of the second helicopter (12 hours/day).
<p>j. Finalize and implement (if approved) the Garden Grove Fire Services Proposal.</p> <p>A final contract was approved by the OCFA Board in March 2019, and by the Garden Grove City Council in April 2019. The transition process is near completion with delivery of fire and emergency services set to transition from the City Fire Department to OCFA on August 16, 2019.</p>	Administration & Support	TSD: TCD: CB:	9/28/17 8/16/19 OCFA begins Fire/EMS services for the City of GGV.
<p>2. <u>Our People</u></p> <p><i>Goal #2: Promote a highly skilled, accountable, and resilient workforce that is united in our common mission.</i></p>			
<p>a. Develop a plan to fully implement our behavioral health programs. Top priorities have either been implemented, or are in process of implementation, including implementation of an application from Cordico, Inc. which is an app to easily connect our employees with behavioral health resources. In addition, we will continue pursuing efforts to expand, improve, and further refine the program into FY 2019/20.</p>	Human Resources	TSD: TCD: CB:	July 2017 December 2019 Top priorities from gap analysis implemented.
<p>b. Initiate a one-year project to further develop and implement OCFA's cancer awareness and prevention program.</p> <p>A captain position was funded this year for this objective. Some components of the program have been implemented, some are in process, and others are still in the early stages of development and implementation. As a result, funding for the captain position was extended an additional year into FY 2019/20.</p>	Human Resources	TSD: TCD: CB:	July 2017 June 2019 Initial training completed and program components implemented.

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<p>c. Implement actions to prevent illness and injuries thereby reducing the number of workers' compensation claims and associated days off work, while improving employee wellness.</p> <p>An RFP process was completed for procurement of a safety management [software] system (SMS) and a budget adjustment was approved to fund the purchase of the software program. With the recent completion of the procurement process, staff has begun the implementation of the SMS.</p>	Human Resources	TSD: TCD: CB:	November 2017 June 2019 Implementation of safety management system and WEFIT.
<p>d. Expand and strengthen outreach, recruitment and selection processes to hire and promote highly qualified candidates and achieve increased diversity of the workforce.</p> <p>Multiple initiatives are underway in connection with this objective relative to safety recruitment and promotional processes. In addition, external recruiters have been used for higher level non-safety management recruitments to further expand our outreach efforts.</p>	Human Resources	TSD: TCD: CB:	July 2017 January 2019 Outreach and recruiting plan developed; resources identified.
<p>e. Provide leadership training and development.</p> <p>Mission Driven Culture (MDC) leadership training was offered to safety and some non-safety first-level leaders during the FY. Efforts to build our MDC is continuing, with a current focus on developing an Operational Doctrine for OCFA. In addition, select Chief Officers attended Leadership training offered by Mission Critical Team Institute, and some participated with the Fire Chief in the Gettysburg Leadership Training. Finally, select personnel (safety and non-safety) participated in a Leadership Development Cohort course offered by California State University, Fullerton. This training and development initiative will continue into FY 2019/20.</p>	Ops/Training	TSD: TCD: CB:	7/1/18 12/31/18 The plan is approved by the Fire Chief.

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = **Not Started**, **In Progress**, **Complete**

OCFA STRATEGIC GOALS – FY 2018/19 - <i>Fourth Quarter Update</i> GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
<p>f. Develop an individual development guide for staff to follow for promotion and to encourage succession planning.</p> <p>A new OCFA Training & Recruitment website was developed to guide the various suppression career paths in OCFA, along with all training activities that are available (including non-suppression). Included on the website are calendars of key dates for various promotional activities.</p>	Ops/Training	TSD: TCD: CB:	<p>7/1/18 12/31/18 The first development guide is provided to agency.</p>
<p>g. Complete an assessment and/or implementation plan for external web-based management services, such as Lexipol, to enable consistent statewide updates to key fire service policies, including electronic delivery of daily training on policies to our employees.</p> <p>Award of contract was authorized by the Board on August 23, 2018 for Lexipol's Fire Policy management services. Staff provided all OCFA policy content to Lexipol and the firm "cross-walked" OCFA policies to Lexipol standards. OCFA formed a new joint-labor-management (JLM) group that is working collaboratively to update and refine OCFA's General Orders (GOs), and these GOs are being incorporated into the Lexipol portal. While our completion benchmark for this FY has been met, the implementation work will continue into FY 2019/20.</p>	Ops/Training	TSD: TCD: CB:	<p>7/1/18 6/30/19 Board approval of a contract for services, including an implementation plan.</p>
<p>3. Our Technology Goal #3: Implement and utilize emerging technologies that support the needs of the organization by maximizing operational efficiency and improving quality of service.</p>			
<p>a. Enhance physical-security and safety to personnel and systems.</p> <p>A contracted project manager (PM) was hired and the project was initiated. A draft of the proposed physical and cyber security enhancements along with a proposed colocation facility will be presented to the Executive Management team in September 2019.</p>	Logistics	TSD: TCD: CB:	<p>5/1/18 12/31/18 Utilize security consultant to assess and plan physical security enhancements</p>
<p>b. Enhance cyber-security and safety to personnel and systems.</p> <p>See 3.a above. In addition, the Information Technology section provided education to the workforce about the importance of detecting phishing emails, changing and securing passwords, and implemented an additional security feature to increase employees' awareness of emails originating from outside the OCFA network.</p>	Logistics	TSD: TCD: CB:	<p>6/1/18 6/30/19 Utilize security consultant to assess and plan cyber-security enhancements; implement recommendations of Technology Task Force; implement annual employee training</p>

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c. Improve capabilities for continuity of operations, including establishment of a data center colocation facility, and a data center fire protection upgrade. <i>See 3.a above.</i>	Logistics	TSD: TCD: CB:	6/1/18 6/30/18 Identify colocation site; enter into agreement for colocation; install backup hardware/software for critical systems
d. Leverage existing and emerging technologies to enhance frontline operations service delivery. <i>A new Incident Reporting and Investigations System (IRIS) was constructed and implemented by IT (with consulting resources to augment) to serve as a key records management system for OCFA. Skype and webinars were used for a variety of meetings and training to enable personnel to interact remotely throughout the year.</i>	Logistics & Community Risk Reduction	TSD: TCD: CB:	6/1/18 6/30/18 Implement new technologies to enhance firefighter situational awareness (e.g., mapping, software/hardware)
e. Continue the Records Management System (RMS) data clean-up in preparation for the new RMS design, as well as for future risk assessment and workload justification efforts. <i>Add duplicate records have been scrubbed, records destruction has been ordered and completed. Continue Building Shell record build and IFP/GIS comparison.</i>	Community Risk Reduction	TSD: TCD: CB:	7/1/17 6/30/19 All duplicate records scrubbed, Building Shell records verified, and IFP/GIS address comparison is complete.
f. Pursue upgrades to the Banner financial system and other Business Process automations, to improve financial and HR workflows. <i>The Banner Financial System upgrade was completed in May 2019. Staff is in the process of implementing an Accounts Payable invoice workflow software application that will significantly reduce the need for invoices to be physically mailed out to the various departments for approvals. Upon implementation, this technology can also be used in Human Resources and Payroll to reduce the amount of interoffice mail and expedite the approval process.</i>	Logistics	TSD: TCD: CB:	7/1/18 6/30/19 Efficiency of financial and HR workflows are improved by implementing new automations.

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08/22/19 BOD Meeting

OCFA STRATEGIC GOALS – FY 2019/20 GOALS, OBJECTIVES & PERFORMANCE MEASURES	** DRAFT 8/20/19 **	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)
1. <u>Our Service Delivery</u> <i>Goal #1: Our service delivery model is centered on continuous improvement. All services are sustainable through a range of economic environments and focused on our mission.</i>			
a. Explore service delivery improvements that can result from implementation of new technologies, such as methods to deal with wildfires, uses for drones, etc. <i>(Note: Goal from the Board of Directors.)</i>	Fire Chief	TSD: TCD: CB:	7/1/19 6/30/20 OCFA completes a pilot program of at least one new technology to improve service delivery.
b. Focus on improving business efficiencies which may assist to keep costs down, including uses of technology where feasible. <i>(Note: Goal from the Board of Directors.)</i>	Fire Chief	TSD: TCD: CB:	7/1/19 6/30/20 An assessment of options to re-establish a Strategic Planning/Process Improvement Unit is completed.
c. Explore opportunities for public-private partnerships in a manner that can enhance service delivery (ideas such as conducting an ambulance system analysis, the Alliance Model, or other creative options of this nature). <i>(Note: Goal from the Board of Directors.)</i>	Emergency Medical Services	TSD: TCD: CB:	7/1/19 6/30/20 Options are explored through the City Managers' Technical Advisory Committee, before seeking policy direction from the Board.
d. Continue evaluation of service delivery deployment based on strategic data analysis. Remain open to sharing regional fire services with other cities/agencies when it's a good fit. <i>(Note: Goal from the Board of Directors.)</i>	Field Operations	TSD: TCD: CB:	7/1/19 6/30/20 Top priorities from data analysis are implemented.
e. Continue policy efforts and Board action to reduce unfunded liabilities, thereby improving sustainability of services.	Business Services	TSD: TCD: CB:	9/26/13 12/31/22 OCFA's pension plan with OCERS achieves an 85% funding level.
f. Recognize and respond to changing budgetary conditions, not only on behalf of OCFA, but also considering OCFA financial impacts to member agencies.	Business Services	TSD: TCD: CB:	7/1/19 6/30/20 OCFA's 5-year financial forecast reflects a balanced budget with a flow of funds for CIP needs.
g. Negotiate and implement successor MOUs for the Orange County Professional Firefighters Association and the OCFA Chief Officers Association, keeping focus on OCFA's mission and sustainability of services.	Human Resources	TSD: TCD: CB:	7/1/19 6/30/20 Successor MOUs are approved by the Board, ratified by the associations, and implemented.

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = **Not Started**, **In Progress**, **Complete**

OCFA STRATEGIC GOALS – FY 2019/20 ** DRAFT 8/20/19 ** GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
h. Improve efficiencies in Communications to reduce and/or eliminate duplication of efforts and time-consuming miscommunications.	Communications	TSD: TCD: CB:	7/1/19 6/30/20 New communications processes are developed and implemented by end of FY.
i. Conduct a risk assessment analysis of Garden Grove’s Community Risk Reduction data to build-out the workplan for this new annual inspection workload.	Community Risk Reduction	TSD: TCD: CB:	7/1/19 6/30/20 Assessment is completed, workload is assigned, and rolled into regular departmental ongoing work.
j. Continue to pursue OCFA priorities through the implementation of the board-adopted legislative platform.	Business Services	TSD: TCD: CB:	7/1/19 6/30/20 Legislation is monitored, positions taken align with the platform, and the Board is kept apprised of activity and outcomes.
k. Actively seek grant funding opportunities to enhance service delivery, education, and prevention efforts.	Business Services	TSD: TCD: CB:	7/1/19 6/30/20 Grant funding is pursued in alignment with OCFA priorities and needs.
l. Continue to evaluate the internal and external delivery of the EMS mission through strategic analysis and the Citygate Service Level Assessment (SLA). Use the SLA findings to guide and improvements within the Department.	Emergency Medical Services	TSD: TCD: CB:	7/1/19 6/30/20 The EMS SLA is completed and the report findings are prioritized.
2. Our People <i>Goal #2: Promote a highly skilled, accountable, and resilient workforce that is united in our common mission.</i>			
a. Pursue additional actions to reduce force hiring for all firefighter ranks and for dispatchers.	HR & Field Operations	TSD: TCD: CB:	7/1/19 6/30/20 The number of vacant positions per rank (average over the FY) is reduced by compared to FY 2018/19.
b. Continue to pursue additional opportunities to increase the number of paramedics through recruitment, paramedic training and the local accreditation process.	HR & Emergency Medical Services	TSD: TCD: CB:	7/1/19 6/30/20 The number of force hires in the paramedic positions is reduced compared to FY 2018/19.
c. Continue fostering career progression and succession planning. Include strategic mentorships to encourage professional	Fire Chief	TSD: TCD:	7/1/19 6/30/20

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OCFA STRATEGIC GOALS – FY 2019/20 ** DRAFT 8/20/19 ** GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
development and to develop future leaders within OCFA. Support an organizational culture that embraces learning, encourages vision, and celebrates employee successes/accomplishments. <i>(Note: Goal from the Board of Directors.)</i>		CB:	A variety of personnel identified by Executive Management attend three or more development opportunities over the course of the FY.
d. Implement actions to Increase the diversity of OCFA's workforce and to improve the OCFA's inclusive environment, including a focus on cultural growth, consistent messaging, and facility accommodations. <i>(Note: Goal from the Board of Directors.)</i>	Fire Chief	TSD: TCD: CB:	7/1/19 6/30/20 At least one comprehensive "cultural inclusion" training program is delivered and multiple Chief's-messages are delivered regarding the importance of a diverse and inclusive workforce.
e. Expand and strengthen outreach, recruitment and selection processes to hire and promote highly qualified candidates.	Human Resources	TSD: TCD: CB:	7/1/19 6/30/20 Outreach and recruiting plan developed; resources identified and assigned.
f. Implement actions to prevent illness and injuries thereby reducing the number of workers' compensation claims and associated days off work, while improving employee wellness.	Human Resources	TSD: TCD: CB:	7/1/19 6/30/20 Implementation of safety management system, including build-out of new software functionality.
g. Share weekly organization and public safety information, media coverage, and Board decisions with the workforce and Directors to create well-informed ambassadors for the organization, and targeted in a manner to improve morale.	Communications	TSD: TCD: CB:	7/1/19 6/30/20 Standard communication tools are developed and implemented, issued with routine frequency.
h. Develop and implement strategic communications plans to highlight various programs that OCFA has in place which benefit "our people" including behavioral health, cancer awareness, and WEFIT.	Communications	TSD: TCD: CB:	7/1/19 6/30/20 A strategic communications plan is developed and implemented.
i. Continue implementation of the Lexipol web-based policy management services.	Ops/Training	TSD: TCD: CB:	7/1/19 6/30/20 Complete the clean-up of General Orders (GOs) and migration of the GOs into the Lexipol format and electronic system.

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OCFA STRATEGIC GOALS – FY 2019/20 GOALS, OBJECTIVES & PERFORMANCE MEASURES	** DRAFT 8/20/19 **	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
3. <u>Our Technology</u> <i>Goal #3: Implement and utilize emerging technologies that support the needs of the organization by maximizing operational efficiency and improving quality of service.</i>				
a. Develop a formal process for reviewing, vetting, and prioritizing IT projects through the Executive Team on a routine basis.	Logistics	TSD: TCD: CB:	7/1/19 6/30/20 A reporting tool is developed by IT with regularly scheduled reviews performed by Exec. Mgmt.	
b. Enhance physical-security, cyber-security, and safety to personnel and systems.	Logistics	TSD: TCD: CB:	7/1/19 6/30/20 Utilize security consultant to assess and plan security enhancements.	
c. Improve capabilities for continuity of operations, including establishment of a data center colocation facility, and a data center fire protection upgrade.	Logistics	TSD: TCD: CB:	7/1/19 6/30/20 Identify colocation site; enter into agreement for colocation; install backup hardware/software for critical systems	
d. Leverage existing and emerging technologies to enhance service delivery in the key frontline service areas of Operations, EMS, and Community Risk Reduction.	Logistics & Community Risk Reduction	TSD: TCD: CB:	7/1/19 6/30/20 Implement new technologies or utilize pilot programs to test capabilities of new technology.	
e. Continue the Records Management System (RMS) data clean-up, as well as Garden Grove data integration, in preparation for the new RMS design.	Community Risk Reduction	TSD: TCD: CB:	7/1/19 6/30/20 All duplicate records scrubbed, Building Shell records verified, and IFP/GIS address comparison is complete.	
f. Enhance internal communication of financial information and records management through automation and process improvements.	Business Services	TSD: TCD: CB:	7/1/19 6/30/20 Implement at least one new process-automation during the fiscal year.	

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MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting
Thursday, July 25, 2019
6:00 P.M.**

**Regional Fire Operations and Training Center Board Room
1 Fire Authority Road
Irvine, CA 92602-0125**

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on July 25, 2019, at 6:00 p.m. by Chair Muller.

INVOCATION

Chaplain Brett Peterson offered the Invocation.

PLEDGE OF ALLEGIANCE

Director Swift led the Assembly in the Pledge of Allegiance to the Flag.

ROLL CALL

Melissa Fox, Irvine
Dave Harrington, Aliso Viejo
Noel Hatch, Laguna Woods
Robert Johnson, Cypress
Joseph Muller, Dana Point
Ed Sachs, Mission Viejo
Michele Steggell, La Palma
Juan Villegas, Santa Ana
Tri Ta, Westminster

Carol Gamble, Rancho Santa Margarita
Shelley Hasselbrink, Los Alamitos
Gene Hernandez, Yorba Linda
Thomas Moore, Seal Beach
Sandy Rains, Laguna Niguel
Dave Shawver, Stanton
Elizabeth Swift, Buena Park
Kathleen Ward, San Clemente

Absent: Lisa Bartlett, County of Orange
Sergio Farias, San Juan Capistrano
Vince Rossini, Villa Park
Donald P. Wagner, County of Orange

Letitia Clark, Tustin
Neeki Moatazedi, Lake Forest
Don Sedgwick, Laguna Hills

Also present were:

Fire Chief Brian Fennessy
Assistant Chief Jim Ruane
Clerk of the Authority Sherry Wentz
General Counsel David Kendig
Communications Director Colleen Windsor

Deputy Chief Lori Zeller
Assistant Chief Lori Smith
Assistant Chief Pokey Sanchez
Assistant Chief Robert Cortez

1. PRESENTATIONS

A. Requests for Commendations and Recognitions

On motion of Director Hernandez and second by Director Shawver, the Board of Directors voted unanimously by those present to approve the request as submitted and make the presentations.

Chair Muller and Fire Chief Fennessy recognized the OCFA's Business Services Department/Finance Division as the recipient of the Excellence in Financial Reporting Award by the Government Finance Officers Association of the United States and Canada for its Comprehensive Annual Financial Report. (F: 11.09B) (X: 17.10I)

Chair Muller and Fire Chief Fennessy recognized the OCFA's Business Services Department/Budget and Financial Planning as the recipient of the Government Finance Officers Association Budget Award to for its Distinguished Budget Presentation. (F: 11.09B) (X: 17.10F)

PUBLIC COMMENTS (F: 11.11)

Craig Green, Placentia City Council member, apologized to the OCFA's Board of Directors for OC Weekly's inaccurate quotes attributed to him concerning the transition of fire services to the City of Placentia.

CLOSED SESSION (F: 11.15)

CS1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Authority: Government Code Section 54956.9(d)(2) – Significant Exposure to Litigation (1 case)

General Counsel David Kendig reported there was no need to hold Closed Session.

REPORTS

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 11.12)

Budget and Finance Committee Chair Hasselbrink reported at its July 10, 2019, meeting, the Committee voted unanimously to approve: the Purchase of Two Used Pickup Trucks from the City of Garden Grove; the Organizational Service Level Assessment Update; and to send the Monthly Investment Reports to the Executive Committee and the Proposed Action to Reduce Extraordinary Volume of Forced Overtime to the Board of Directors with its approval.

REPORT FROM THE FIRE CHIEF (F: 11.14)

Fire Chief Fennessy reported on the Girls Empowerment Camp, the Fire Explorer Academy, and the Nex Gen Air Pilot Fire Fighting press event. He thanked Chair Muller and the Board for supporting the Nex Gen endeavor, along with Southern California Edison for its donation, and state-wide fire agencies involvement in the program.

2. MINUTES

A. Minutes from the June 27, 2019, Regular Board of Directors Meeting (F: 11.06)

On motion of Director Johnson and second by Director Hernandez, the Board of Directors voted unanimously by those present to approve the Minutes as submitted. Directors Rains and Villegas were recorded as abstaining, due to their absence from the meeting.

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

A. Proclamation Declaring October 6-12, 2019, as “Fire Prevention Week” (F: 11.09A)

On motion of Director Hernandez and second by Director Johnson, the Board of Directors voted unanimously by those present to approve the Proclamation as submitted.

B. Response to Grand Jury Report Regarding “Emergency Public Information – Should I Stay or Should I Go?” (F: 20.04A12)

On motion of Director Hernandez and second by Director Johnson, the Board of Directors voted unanimously by those present to approve and authorize the Clerk of the Authority to submit the Orange County Fire Authority’s response to the Orange County Grand Jury report entitled, “Emergency Public Information – Should I Stay or Should I Go?”

C. Proposed Action to Reduce Extraordinary Volume of Forced Overtime (F: 15.11)

Director Sachs pulled this item from the Consent Calendar for separate consideration. He thanked Deputy Chief Zeller for her extensive report on the volume of forced overtime.

On motion of Director Sachs and second by Director Hernandez, the Board of Directors voted unanimously by those present to increase appropriations in the FY 2019/20 General Fund (121) Budget by \$1,721,846 to fund a third firefighter academy this fiscal year, specifically, an eight-week firefighter/paramedic academy to run from September 13 through November 8, 2019.

END OF CONSENT CALENDAR

4. PUBLIC HEARING(S)

No items.

5. DISCUSSION CALENDAR

A. Seeking Orange County Board of Supervisors Support for a Three-year Ambulance Transportation Contract Term to Enhance Emergency Medical Services Delivery (F: 18.05B3)

There was no action on this item. Staff pulled this item from the agenda.

BOARD MEMBER COMMENTS (F: 11.13)

Director Johnson reported attending the OCFA Explorers Academy's "Day in the Life" event.

Director Fox reported attending the OCFA Girls Empowerment Camp, commending Fire Chief Fennessy's role in encouraging women in the fire service.

Chair Muller commended Fire Chief Fennessy in his outreach to engage more women in fire service, and the Chief's vision to work with Coulson to bring the Nex Generation Pilot Program to the OCFA.

ADJOURNMENT – Chair Muller adjourned the meeting at 6:28 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, August 22, 2019, at 6:00 p.m.

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



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
August 22, 2019

Agenda Item No. 5A
Discussion Calendar

SoCal/OCFA Fire Integrated Real-time Intelligence System Pilot Program

Contact(s) for Further Information

Brian Fennessy, Fire Chief

brianfennessy@ocfa.org

714.573.6010

Summary

This item is submitted for approval of the SoCal/OCFA Fire Integrated Real-time Intelligence System Pilot Program, which is designed to enhance regional wildfire situational awareness for first responders. It is anticipated that the pilot program will commence on August 23, 2019, and have an anticipated duration of 150 days.

Prior Board/Committee Action

On June 27, 2019, the Board of Directors authorized the Purchasing Manager to execute professional services agreements for qualified Air Tactical Group Supervisors, as needed, in amounts up to \$120,000 each for an aggregate total not to exceed \$250,000.

RECOMMENDED ACTION(S)

1. Approve and authorize the Board Chair to execute the Office of Emergency Services Pilot Program Grant Funds Transfer Agreement between the County of Orange and the Orange County Fire Authority for the acceptance of \$4,500,000 in State funding for the Fire Integrated Real-time Intelligence System Pilot Program.
2. Approve and authorize a budget adjustment to recognize the State funding allocation, increasing revenues by \$4,500,000 and appropriating equal funds to the FY 2019/20 General Fund Budget (121) to fund the Pilot Program.
3. Approve and authorize the Purchasing Manager to execute a Professional Services Agreement with Courtney Aviation, substantially in the form proposed, utilizing the special procurement provision in the Purchasing Ordinance for the provision of aircraft and other related services in an amount not to exceed \$3,508,000.
4. Approve and authorize the Purchasing Manager to execute a Professional Services Agreement with UCSD/WIFIRE, substantially in the form proposed, using the sole source provision of the Purchasing Ordinance for the provision of enhanced situational awareness/fire modeling and other related services in an amount not to exceed \$500,000.
5. Approve and authorize an increase to the aggregate total amount for the professional services agreement for Air Tactical Group Supervisors by \$250,000 for a new aggregate total not to exceed \$500,000; the not to exceed amount for each individual agreement will remain unchanged.

Impact to Cities/County

The pilot program will enhance regional aerial wildfire response and situational awareness.

Fiscal Impact

Authorization of the Budget Adjustment will increase revenue and expenditures in the FY 2019/20 budget by \$4,500,000 tied to the State funding allocation. Funding for the Pilot Program was identified as a line item in the FY 2019/20 State adopted budget approved by Governor Newsom.

Background

State Funding

Wildland fire remains the most significant threat to life and property in California. Lives, property, and natural resources are threatened on a 24-hour basis. A recent risk assessment conducted by the California Department of Forestry and Fire Protection (CAL FIRE) concluded that an estimated 11 million residents, or the equivalent of 1 in 4 Californians live in areas considered to be high risk of a wildfire. As a regional fire agency, the OCFA plays a key role in wildfire mitigation and suppression in Southern California. Given the devastating and destructive wildfires of 2018, and the anticipation of the 2019 wildfire season, the OCFA Fire Chief and staff sought legislative assistance. As such, Assemblywoman Cottie Petrie-Norris successfully secured \$4,500,000 in State funding which will afford the OCFA an opportunity to partner with Courtney Aviation, Intterra, and UCSD/WIFIRE to implement the FIRIS Pilot Program that will benefit Orange, Los Angeles, Riverside, San Diego, and Ventura counties, and potentially the entire state of California.

Fire Integrated Real-time Intelligence System (FIRIS) Pilot Program

The FIRIS pilot program will provide enhanced intelligence, surveillance and reconnaissance (ISR) technology. Initial and extended attack ground-based Incident Commanders (IC) often lack resources that directly support ISR needs during the onset of incidents and disasters. There may be no greater value to the decision-makers on the ground and in the air, than having an aerial resource dedicated to enabling communications for the delivery of a real-time fire perimeter map and continuous wildland fire spread modeling during the initial and extended attack phases of a wildland fire.

The FIRIS Pilot Program is unique in that it integrates cutting edge technologies provided through Courtney Aviation aerial infra-red (IR) computerized mapping platform, the University of California San Diego (UCSD) WIFIRE wildland fire spread technology and Intterra wildfire decision support software into a common platform.

The key objectives of the Pilot Program are to:

- Provide initial attack real-time fire perimeter mapping within 5 minutes of aircraft arrival at incident.
- Provide ground-based wildland fire incident decision-makers, Regional Emergency Operating and Command Center staff, and agency policy makers the first of its kind “continuous” fire spread projection modelling via UCSD’s Supercomputer WIFIRE Program (<https://wifire.ucsd.edu/>).
- Define lessons learned and share with statewide fire community.

Key Evaluation factors include:

- Intel Effectiveness
- Predictive Effectiveness
- Communications Effectiveness
- Response Effectiveness
- Cost Effectiveness

FIRIS Pilot Program Functionality

Courtney Aviation will provide a multi-engine fixed-wing aircraft ten hours per day. The aircraft will have onboard technology that will allow for the gathering and downlink of ISR intelligence into the FIRIS environment. UCSD WIFIRE will utilize this intelligence to incorporate fire behavior predictions into the FIRIS environment. Intterra will provide a single, seamless software platform to view and manage multiple intelligence feeds provided by the Courtney Aviation aerial platform. The exchange and display of data provided by WIFIRE fire predictions, along with real-time intelligence data, predictive models and local weather conditions will be rapidly disseminated to firefighters through Intterra to improve warning, decrease response time, and improve firefighting effectiveness. The sharing and exchange of data with other State systems will ensure widespread situational awareness.

Additionally, the FIRIS Pilot Program will include the services of an Air Tactical Group Supervisor (ATGS). The ATGS will be aircrew members in the Courtney Aviation aircraft, and are responsible for managing the incident airspace and coordinating the fixed- and rotary-wing aircraft operations over an incident. Other ATGS position duties include:

- Coordinate, assign, and evaluate the use of aerial resources in support of incident objectives.
- Collaborate with ground personnel to develop and implement tactical and logistical missions on an incident.
- Communicate current and expected fire and weather conditions.
- Provide candid feedback regarding the effectiveness of aviation operations and overall progress toward meeting incident objectives.
- Work with dispatch staff to coordinate the ordering, assignment, and release of incident aircraft in accordance with the needs of fire management and incident command personnel.

No OCFA staff members possess the qualifications necessary to fill the ATGS positions. At the June 27, 2019, Board of Directors meeting, the Board authorized professional services agreements to individuals qualified to perform these duties for the Next Generation Aerial Operations Based Pilot Program. Staff is now requesting an increase in the aggregate total amount of these agreements so that these highly qualified individuals may also be utilized for the FIRIS Pilot Program.

The table below details the estimated costs of the pilot program:

Contractor/Consultant	Services/Equipment	Amount	Funding Source
Courtney Aviation - Aircraft and Equipment needs	Daily availability for 150-days with flight hours for primary turbine commander aircraft. Crew extended availability, additional equipment, and vendor support services	\$3,508,000	State Funding
UCSD/WIFIRE	Enhanced situational awareness/fire modeling and other related services	\$500,000	State Funding
Air Tactical Group Supervisors	\$1,600/day x 150-days. Additional \$10K for training expenses	\$250,000	State Funding
OCFA	Project administration, communications, and other needs	199,750	State Funding
Intterra*	Enhanced mapping, coordination and consulting services	\$42,250	State Funding
Pilot Program Total		\$4,500,000	

**The Intterra agreement amount meets management's approval authority and as such it is not necessary to include as a recommended action.*

Resources Available to Other Fire Agencies Upon Request

The OCFA may invoice other fire service agencies for all flight hours associated with the second or more operational periods of any incident.

Recommendation

Pending Board approval, the FIRIS pilot program will begin on August 23, 2019. Staff recommends approval of the stated recommended actions in order to begin the FIRIS Pilot Program.

Attachment(s)

1. Office of Emergency Services Pilot Program Grant Funds Transfer Agreement
2. Courtney Aviation Professional Services Agreement (on file with the Clerk)
3. Courtney Aviation Special Procurement Form
4. UCSD/WIFIRE Professional Services Agreement (on file with the Clerk)
5. UCSD/WIFIRE Sole Source Request Form



Orange County Fire Authority
AGENDA STAFF REPORT

Revised to include Recommended Action No. 6 as an Urgency Item.

Board of Directors Meeting
August 22, 2019

Agenda Item No. 5A
Discussion Calendar

SoCal/OCFA Fire Integrated Real-time Intelligence System Pilot Program

Contact(s) for Further Information

Brian Fennessy, Fire Chief

brianfennessy@ocfa.org

714.573.6010

Summary

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Prior Board/Committee Action

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RECOMMENDED ACTION(S)

Approve the addition of Recommended Action No. 6 to the agenda as an Urgency Item, as this action has a need for the Board to take immediate action and the need for action came to the attention of the OCFA after the agenda was posted.

1. Approve and authorize the Board Chair to execute the Office of Emergency Services Pilot Program Grant Funds Transfer Agreement between the County of Orange and the Orange County Fire Authority for the acceptance of \$4,500,000 in State funding for the Fire Integrated Real-time Intelligence System Pilot Program.
2. Approve and authorize a budget adjustment to recognize the State funding allocation, increasing revenues by \$4,500,000 and appropriating equal funds to the FY 2019/20 General Fund Budget (121) to fund the Pilot Program.
3. Approve and authorize the Purchasing Manager to execute a Professional Services Agreement with Courtney Aviation, substantially in the form proposed, utilizing the special procurement provision in the Purchasing Ordinance for the provision of aircraft and other related services in an amount not to exceed \$3,508,000.
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5. Approve and authorize an increase to the aggregate total amount for the professional services agreement for Air Tactical Group Supervisors by \$250,000 for a new aggregate total not to exceed \$500,000; the not to exceed amount for each individual agreement will remain unchanged.
- 5-6. Authorize the Fire Chief to enter into an agreement acceptable to the Fire Chief and in a form approved by General Counsel providing for the use of the Los Alamitos Joint Forces Training

Base by OCFA and it's contractors to store aircraft and conduct air operations (including take offs and landings) from the facility.

Impact to Cities/County

The pilot program will enhance regional aerial wildfire response and situational awareness.

Fiscal Impact

Authorization of the Budget Adjustment will increase revenue and expenditures in the FY 2019/20 budget by \$4,500,000 tied to the State funding allocation. Funding for the Pilot Program was identified as a line item in the FY 2019/20 State adopted budget approved by Governor Newsom.

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- Define lessons learned and share with statewide fire community.

Key Evaluation factors include:

- Intel Effectiveness
- Predictive Effectiveness
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- Response Effectiveness
- Cost Effectiveness

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- Communicate current and expected fire and weather conditions.
- Provide candid feedback regarding the effectiveness of aviation operations and overall progress toward meeting incident objectives.
- Work with dispatch staff to coordinate the ordering, assignment, and release of incident aircraft in accordance with the needs of fire management and incident command personnel.

No OCFA staff members possess the qualifications necessary to fill the ATGS positions. At the June 27, 2019, Board of Directors meeting, the Board authorized professional services agreements to individuals qualified to perform these duties for the Next Generation Aerial Operations Based Pilot Program. Staff is now requesting an increase in the aggregate total amount of these agreements so that these highly qualified individuals may also be utilized for the FIRIS Pilot Program.

The table below details the estimated costs of the pilot program:

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Pilot Program Total		\$4,500,000	

**The Intterra agreement amount meets management's approval authority and as such it is not necessary to include as a recommended action.*

Resources Available to Other Fire Agencies Upon Request

The OCFA may invoice other fire service agencies for all flight hours associated with the second or more operational periods of any incident.

Memorandum of Agreement (MOA) with Los Alamitos Joint Forces Training Base (JFTB)

Entering into a MOA (Attachment 6 - Preliminary Draft of the MOA) with the Los Alamitos JFTB will allow for Orange County to serve as the home base for the FIRIS Pilot Program. After exploring other airfield options within Orange County it was determined that, due to size of the Courtney Aviation aircraft and other factors, the Los Alamitos JFTB provided the best option. Because the FIRIS pilot program is lead by OCFA, the agreement with Los Alamitos JFTB must be entered into by OCFA. The fiscal intent of the MOA is to be zero costs to OCFA. It is anticipated that use of the base will commence with the implementation of the FIRIS Pilot Program.

Recommendation

Pending Board approval, the FIRIS pilot program will begin on August 23, 2019. Staff recommends approval of the stated recommended actions in order to begin the FIRIS Pilot Program.

Attachment(s)

1. Office of Emergency Services Pilot Program Grant Funds Transfer Agreement
2. Courtney Aviation Professional Services Agreement (on file with the Clerk)
3. Courtney Aviation Special Procurement Form
4. UCSD/WIFIRE Professional Services Agreement (on file with the Clerk)
5. UCSD/WIFIRE Sole Source Request Form
- 5.6. Preliminary Draft Memorandum of Agreement with Los Alamitos Joint Forces Training Base (on file with the Clerk)

**OFFICE OF EMERGENCY SERVICES PILOT PROGRAM GRANT FUNDS TRANSFER AGREEMENT
BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY FIRE AUTHORITY**

This Agreement is made and entered into on the date approved by the Board of Supervisors or when fully executed by the parties, whichever occurs later, and is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," and the Orange County Fire Authority, a California Joint Powers Authority hereafter referred to as "OCFA," with the County and OCFA sometimes referred to as "Party," or collectively as "Parties."

WHEREAS, the State of California, FY 2019 Budget Act, 0690-101-001 for local assistance, Office of Emergency Services, Schedule 1, provision 13, appropriated \$4,500,000 for a grant (the "Grant Amount") to the County of Orange to implement a First Responder Intelligence, Survey, and Reconnaissance System pilot program to be executed by the Orange County Fire Authority and implemented in the counties of Orange, Los Angeles, Riverside, San Diego, and Ventura; and

WHEREAS, pursuant to the direction of the California Office of Emergency Services ("Cal OES"), the County shall submit an invoice in the Grant Amount to Cal OES for the release of the Grant Amount to the County; and

WHEREAS, upon receipt of the Grant Amount from the State, the County shall transfer the Grant Amount to OCFA to implement and execute a First Responder Intelligence, Survey, and Reconnaissance System pilot program.

NOW, THEREFORE, the Parties mutually agree as follows:

1. The County shall submit an invoice for the Grant Amount to Cal OES in accordance with the FY 2019 Budget Act.
2. Upon its receipt of the Grant Amount from the State, the County shall transfer the Grant Amount to OCFA to implement a First Responder Intelligence, Survey, and Reconnaissance System pilot program.
3. OCFA shall utilize the Grant Amount in accordance with the FY 2019 Budget Act, 0690-101-001 for local assistance, Office of Emergency Services, Schedule 1, provision 13, the provisional language propounded by Cal OES, adhere to applicable reporting requirements, maintain accounting records in compliance with the Record Retention Act, and comply with any audits the State may conduct regarding OCFA's use of the Grant Amount.
4. OCFA agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board harmless from any claims, demands or liability of any kind

or nature, including but not limited to personal injury or property damage, arising from ~~or related to~~ OCFA's performance under this Agreement. Provided, however, that nothing in this Agreement waives or limits any immunities OCFA may have with respect to claims made by third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year dated below.

ORANGE COUNTY FIRE AUTHORITY
A California Joint Powers Authority

COUNTY OF ORANGE
A political subdivision of the State of
California

By: _____
Joseph Muller, Chair
Orange County Fire Authority
Board of Directors

By: _____
Lisa A. Bartlett, Chairwoman
Orange County Board Supervisors

Date: _____

Date: _____



ATTEST

By: _____
Sherry A.F. Wentz, CMC
Clerk of the Authority
Orange County Fire Authority

By: _____
Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

Date: _____

Date: _____

APPROVED AS FORM:

By: David E. Kendig
David E. Kendig
General Counsel OCFA

By: Mark Servino
Mark Servino
Supervising Deputy County Counsel

Date: August 13, 2019

Date: Aug-13-6, 2019

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 22nd day of August, 2019 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Courtney Aviation, 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 aircraft and intelligence, surveillance and reconnaissance services, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a Proposal dated August 12, 2019, incorporated herein by this reference ("Proposal"); and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum: (1) Firm's Proposal, 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 one-hundred thousand dollars (\$100,000) annually must be approved in writing by the OCFA Purchasing Manager. Any greater increase 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 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 pricing set forth in the Pricing Sheet, attached hereto as Exhibit "B," in an amount not to exceed three million, five hundred eight thousand dollars (\$3,508,000).

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 fifteen (15) 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 six months (initial term) unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may extended upon mutual written 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: **Hart Drobish**.

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 **Brian Norton**, 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 Aviation Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Aviation Liability insurance on an "occurrence" basis, including products and completed operations, property damage, and bodily injury 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.

6.2.2 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 property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. If a general aggregate limit applies, the general aggregate limit shall be no less than two million dollars (\$2,000,000.00). Coverage for products and completed operations is required with limits no less than two million dollars (\$2,000,000.00) aggregate. 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 with limits no less than one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

6.2.4.1 If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of

subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

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

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

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

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

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

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

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

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

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

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

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

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

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

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

6.7 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

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

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

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

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

in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant 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:

Courtney Aviation
Attention: Hart Drobish
P.O. Box 1196
Columbia, CA 95310

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: _____

By: _____

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

APPROVED AS TO FORM.

ATTEST:

By:  _____
David E. Kendig
General Counsel

Sherry A.F. Wentz
Clerk of the Board

Date: August 14, 2019

“FIRM”

COURTNEY AVIATION

Date: _____

By: _____
Hart Drobish
President

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

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

APPROVED AS TO FORM.

ATTEST:

By: _____

David E. Kendig
General Counsel

Sherry A.F. Wentz
Clerk of the Board

Date: _____

"FIRM"

COURTNEY AVIATION

Date: 8/14/19

By: 

Hart Drobish
President

EXHIBIT “A”

Scope of Services to be Provided

1.0 OBJECTIVES

OCFA intends to provide a Pilot Program using a new generation Air Tactical ISR program with 21st century technology that makes affordable, small, vision aiding sensors and heat perimeter mapping systems available to the Air Attack aircraft for the Wildland fire fighting mission. Air to ground voice united with live, downlinked line-of-sight video as a very effective way to assure rapid, accurate communication with ground crews. Simultaneously the same geo-referenced imagery will provide near-real-time map updates.

This program will use an Air Attack platform for continuous oversight of an incident to better manage all aircraft and ground crews. This radio communication heavy role improves safety for everyone, facilitates the efficient rotation of assets, and timely & accurate delivery of aerial retardant.

Courtney Aviation herein after “Courtney” will provide Air Attack aircraft and crew capable of simultaneously performing multiple missions (SMMA) including mapping, intelligence, surveillance and reconnaissance (ISR). An ISR Air Attack must be able to simultaneously gather relevant imagery and distribute it real-time (MANET or cellular) to approved incident staff. Persistent and pointable thermal infrared (IR) and super-zoom color cameras are operated onboard, or via remote data link. This IR enables the air crew the tactical advantage to see through smoke and dark and provides similar capabilities to ground crews. Live full motion video (FMV) streamed with geo referenced moving map creates shared situational awareness across the whole fire. Continuously streamed thermal IR is also re-processed on a regular basis to create incident map updates, enable predictive fire models and update progression prognostic contours.

Courtney will use a continual quality performance approach including systems testing, trials, improvements, integration, evaluation and coordination which result in modification of data communications pathways, such as the potential need to develop a Silvus Mesh Network (MANET), and potential changes in the outputs of data that may require significant addition/modification to existing electronics both in the aircraft, and on the ground.

2.0 PROJECT EXECUTION

Effective 8/23/19, Courtney will provide a minimum of 150 days of Daily Availability of aircraft described below and listed in Exhibit B Pricing Schedule, Daily Availability herein after called “DA” will be charged by the day as a 24-hour period.

The aircraft and crew normal availability (DA) will be ten (10) hours per day. A Ten-hour block will be determined by OCFA on a day to day basis provided the crew obtains ten hours of uninterrupted rest between duty periods.

Extended availability may be requested by OCFA as needed up to fourteen (14) hours per day. If extended need for operations will exceed fourteen (14) hours a day Courtney will bring in a second crew at a rate described in Exhibit B.

Courtney will provide flight services as an hourly charge described below and listed in Exhibit B Pricing Schedule upon OCFA request throughout the 150-day period.

Courtney will provide services within the jurisdiction of OCFA and provide flight hours and DA at locations designated by OCFA.

Courtney will meet all OCFA Pilot Program standards and specifications as detailed below.

Should a maintenance or other issue arise as determined by Courtney, when possible, Courtney will substitute aircraft with similar capabilities as described in the Agreement within three (3) hours. Should Courtney not have an aircraft immediately available for substitution or if there are more than three (3) hours with no aircraft availability, DA will be reduced on a prorated basis.

Courtney will be responsible for aircraft, related personnel, fuel and maintenance required to keep the aircraft operational as described in the agreement. Courtney shall operate and maintain all aircraft in accordance with 14 CFR 135 and all applicable Federal Aviation Administration requirements.

Upon approval by OCFA following the terms of the Agreement, Courtney may utilize units of service outlined individually in Exhibit B as “Cafeteria Plan”.

These Units consist of:

- a. Relief Crew call-out for flight crew working over 14 hours
- b. Additional MANET Nodes – for specific ground-based locations.
- c. Emergency vendor support for specialized unspecified assistance

3.0 PROJECT ROLES

Pilot: Courtney will provide a pilot who flies the aircraft and is the ultimate “Captain” of the operations of the aircraft and works in close co-operation with the ATGS. The pilot is primarily responsible for the separation of their own aircraft from others, and for the safe operation of their own aircraft.

Beyond the primary pilot role, as a cooperating crewmember, the pilot serves as a “Receptionist/Secretary” for the ATGS, answering radio calls when the ATGS is busy on another radio, and taking notes for the priority of the lineup for call back from the

ATGS. As agreed between crew members, the pilot may serve as an information relay to other pilots when the ATGS is task saturated.

The pilot being intimately familiar with the avionics structure of their aircraft will be responsible for aiding in the effective troubleshooting of any difficulties encountered in the operation of any of the communications systems.

ATGS: OCFA will provide an ATGS who will serve as the “Mission Commander” for the overall scope and direction of operations of the aircraft. The defining role differentiation in crew duties is that the ATGS is responsible for the direction of and separation of aircraft other than their own.

IR Systems Operator: Courtney will provide an IR Systems Operator. Consideration in design is necessary to allow expansion for a fourth position with audio system access for contextual orientation for an additional observer. This means the audio system will provide audio output for one of the other three crew members’ radios as selected by the ATGS or Trainee. This audio access improves the IR Systems Operators ability to be in tune with the moment to moment dynamics occurring on the ground in an evolving incident by hearing it all.

4.0 COURTNEY AVIATION DELIVERABLES

4.1 Aircraft

Courtney Aviation will provide Air Attack aircraft and crew capable of simultaneously performing multiple missions (SMMA) including mapping, intelligence, surveillance and reconnaissance (ISR). An ISR Air Attack will simultaneously gather relevant imagery and distribute it real-time (MANET or cellular) to approved incident staff. Persistent and pointable thermal infrared (IR) and super-zoom color cameras are operated onboard, or via remote data link. This IR enables the air crew the tactical advantage to see through smoke and dark and provides similar capabilities to ground crews. Live full motion video (FMV) streamed with geo referenced moving map creates shared situational awareness across the whole fire. Continuously streamed thermal IR is also re-processed on a regular basis to create incident map updates, enable predictive fire models and update progression prognostic contours.

Courtney Aviation will provide an USFS Region 5 or Cal Fire Type 1 Air Attack carded aircraft equipped with communications systems for voice to voice (two-way radio) communications on AM Aircraft Band and FM Govt., FAA Part 135 Air Taxi certified pilot who is agency carded for “Special Missions”.

A minimum of a 250-knot level flight speed at sea level to 27,000 feet, in order to get on station quickly before tankers, and fuel capacity for a minimum 4-hour mission duration with a crew of 3 or a 700 lb. payload. Aircraft will provide seating with an unimpeded downward view angle and wide area view to the ground while in level to banked flight angles not exceeding a G load increase of 15% (approximately 30 degrees of bank). In the event of a loss of power production on one propulsion system, the aircraft is capable of climbing with the power available on the remaining

propulsion system at a rate of at least 50 feet per minute at a density altitude of 15,000 feet at a flight weight for the conditions stated above; four hours of mission duration fuel, and a 700 lb. payload.

Training Station: Upon request from OCFA, Courtney will provide a training station when an IR operator is not present. This seat is normally occupied by the IR operator. Given the need for a greater number of Air Tactical Group Supervisors (ATGS), training requires a third member onboard as crew. This position normally will be seated initially behind the cockpit in the cabin at a training station that has the communications equipment necessary to allow access to the main AM and FM radios that are in the forward cockpit area. As the trainee becomes oriented to the fire environment and the operation of the communications equipment, they will be rotated into the right front seat and the trainer will assume the rear training station seat.

OCFA Reconnaissance: Courtney will provide an additional seat for OCFA Reconnaissance. On some missions a 4th person will join onboard the aircraft for operation reconnaissance overview or other orientation or training mission. This might be an Operations Section Chief, or an incoming ATGS that needs to get a direct visual overview to become familiar with a particularly important aspect of a fire. Audio system access required for this.

4.2 CREW MEMBERS

The Air Attack aircraft may have a crew of 2, 3 or 4 depending on the specific needs of the mission. Normal Air Attack operations involve a Pilot and ATGS or Air Attack Supervisor.

Additional support for the aircraft will consist of a team of staff to perform maintenance, fly parts and mechanics wherever in California, to support the continued availability of an emergency services aircraft, an infrared systems operator, and a relief systems operator, a relief pilot, a mission controller/troubleshooter, a map drawer/maker, and potentially if the planned for cellular data link is less than perfect, the need for a communications systems setup specialist, and a technical assistant. Because the aircraft may be tasked to fly into the evening/night, a second pilot will be available along with an additional IR systems operator. See Exhibit B Cafeteria Plan.

4.3 VOICE

Given the high volume of communications from the Air Attack aircraft, Courtney will provide a user friendly and efficient audio control system to aid in rapid, accurate voice to voice communications. Though the addition of visual image sharing with the ISR human aiding technology assists in reducing the need to spend considerable time verbally describing targets or building a visual picture through words over a two-way radio, a very efficient and trouble free avionics system will be provided. Ergonomics of mounting the audio panel is essential for

ease of operation by the crew. Standards established and adhered to by Courtney are founded on decades of operational experience that has become the basis for the standards in many federal Air Attack contracts.

4.4 COMMUNICATION SYSTEMS

4.4.1 Audio Panels:

Separate audio panels will be provided for the Pilot, Copilot (Right front cockpit seat/ATGS position) and Systems Operator/Trainee seat. The following are the standards for those installations.

4.4.2 Controls: Controls for the transmitter selection and independent receiver selection of all required radios will be provided for each required audio control system. Each audio control will be the same type or have similar functional structure and control layout and will have the capability to simultaneously select and utilize a different transceiver. Each audio control station will have its own separate volume controls to independently adjust the audio receiver outputs to their respective headsets for each of 3 AM and 3 FM transceivers and the intercom. Sidetone will be provided for the user as well as for cross monitoring by all installed systems. Receiver audio will be automatically selected when the corresponding transmitter is selected. Receiver audio will be provided to each position that requires ICS. Aft Audio control systems are not required to provide Navigation receiver audio. All required crew member positions will be capable of receiving the Copilot/Observer's selected audio system output unless an aft audio control system is installed.

4.4.3 Audio Controls: Audio controls will be labeled as COM-1, FM-1, etc. and will be grouped by frequency band, i.e. AM transceiver selector switches will be grouped together in sequence, as FM transceivers will be grouped in number sequence adjacent to each other. Com-1 through Com-3 or 4, followed by FM-1 through FM-3 or 4, in number sequence ascending order. The corresponding transceiver will be labeled to match the nomenclature labeling of the audio panel. Audio system will have no audio distortion or cross talk such that it hinders the ability to listen and clearly understand to primary audio when adjusted to a normally used (as defined by the majority of ATGSs) minimum intelligible level. The system will be designed for use with 600 ohm earphones and carbon equivalent, noise cancelling type microphones. All required positions will have JJ-033 and JJ-034 type microphone and headphone jacks separated by no more than four (4) inches. Crew positions will have radio Push-To Talk (PTT) switches on their respective flight controls. A PTT switch will be provided to allow the SIC/Observer to transmit without touching the flight controls.

4.4.4 Aft Audio Control System: The audio controller will be installed in a location that provides the operator in the aft observer position unobstructed access to the controls while seated. Aft passengers may utilize this audio control system.

4.4.5 PTT Radio transmit will mix with and not mute all other radio receive audio.

4.4.6 Intercom systems (ICS) will integrate with the aircraft audio control systems and mix with the selected receiver audio. An ICS volume control and “Hot Mic” capability shall be provided for the pilot, forward observer, and aft observer. Passenger volume adjustments will not affect the PIC. Hot mic may be an adjustable level, voice activated (VOX) type system that provides minimum continuous background noise when no person is talking. The PIC will have the ability to isolate the pilot’s audio system from other intercom signals.

4.5 AVIONICS SPECIFICATIONS:

All required avionics systems will be furnished, installed, and maintained by the Courtney in accordance with the manufacturer’s specifications and the installation and maintenance standards of this section.

4.5.1 Transmitters will not open squelch on, or interfere with, other AM or FM transceivers within greater than 2 Mhz frequency separation on the aircraft which are monitoring different frequencies. An exception is allowed for squelch opening and bleed over on specific harmonic frequency pairs, in which case a different set of radios will be utilized to overcome the physics of harmonic pairs with antenna separation, etc. Transmit interlock functions will not be used with communication transceivers.

4.5.2 FM Transceivers will be of an approved design for operation in aircraft and will be capable of the following:

Operation in a frequency range of 138 to 174 MHz utilizing frequency modulation. All usable frequencies will be programmable while in flight. Narrow band selectability by channel for both the MAIN and GUARD operation. Carrier output shall be 6-10 watts nominal on “Hi” and will be selectable to “Low” for a reduced carrier wave wattage at 1 watt +/- 0.2 watt.

Each FM Transceiver shall have a separate internal GUARD receiver and be capable of constantly monitoring 168.625 MHz (National Standard Air Guard Frequency) and have a transmit tone of 110.9 MHz on all GUARD transmissions. Simultaneous monitoring of the MAIN and GUARD receivers is required. Scanning of GUARD frequency is not acceptable.

Transceivers will have the capability of encoding CTCSS sub audible tones on all channels. A minimum of 32 tones meeting the current TIA/EIA-603A standards shall be selectable. Transceivers shall have the capability to display both receiver and transmit frequencies. Activation indicators for transmit and receive shall be provided for both MAIN and GUARD operation. The transceivers shall utilize an external broadband antenna covering the frequency band of 138 to 174 MHz (Commant CI-177-1 or equivalent) and have a SWR (Standing Wave Ratio) value of 1.5 to 1 or less.

4.5.3 VHF-AM Transceivers may be integrated with navigation radios. All radios will be in a location accessible, visible, and easily manipulated by the forward observer. VHF-AM radios will be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters will have a minimum of 5 Watts carrier output power and shall not open squelch on, or interfere with, other AM or FM transceivers on the aircraft monitoring different frequencies with a MHz separation of more than 2 MHz.

4.5.4 SAT Phone: Aircraft will be equipped with dial-up handset for Satellite phone calls. The three crew positions can initiate a call and have that call isolated to their headset or shared with others on board. Phone calls will “ring” on board the aircraft and can be answered.

4.6 IMAGING

4.6.1 Persistent IR Aircraft will have passive persistent thermal infrared covering the same field of view as the ATGS has with their own eyeballs in the right seat (~90 degrees to the aircrafts right and ~20 degrees down). The passive system Long Wave IR (LWIR) system needs to show fire, and still show mountains and vegetation for real-time tactical operations. A display in front of the ATGS will provide the same field-of-view they have out their window. Sometimes called Side Looking Infrared (SLIR), the always-on system will require no interaction and no interpretation. The system will be completely passive and intuitive for first time users.

4.6.2 Focused ISR with color zoom and thermal Thresholds Depicting Fire: Pointable electro optical (EO) color zoom and thermal LWIR cameras will be housed in an easy to operate 360-degree gyro stabilized gimbal. A dynamically adjustable pan will allow for seeing in any direction no matter what the bank or climb angle of the aircraft. Tracking of moving or stationary objects will be by touching or clicking the object on the display. Inputted GPS positions or double touching the adjacent moving map will slew the system and lock on to the coordinates.

Gimbal operation will be intuitive, and include touch, keyboard, mouse, and joystick interfaces working together, and easy for untrained flight personnel to have immediate basic functionality.

4.7 DATA CONNECTIVITY AND MAPPING

4.7.1 Streaming

Color superzoom and thermal infrared (one at a time) from the 360-degree gimbal will be streamed continuously real-time to approved fire staff. This live viewing of what the Air Attack sees will be accompanied by a moving map of the aircraft's real-time position. Wireless technology will be transparent to the recipient, who use their existing mobile device (iOS, Android, Windows, Mac, Linux). Streaming IR/color full motion video (FMV) and aircraft's moving map will be viewable in

standard internet browser and by any Common Operating Picture apps (COP) that accepts standard STANAG video.

4.7.2 Map Updates Transmitted Near-Real-Time Over MANET and FIRSTNET. Capturing data:

Geo-referenced video will be captured continuously on board the aircraft. Geo-referenced photos will be created as needed for mapping. Air Attack operations normally orbit around the most important parts of fire, and data captured during standard operations is often exactly what is needed for mapping, especially on small to medium fires. When normal Air Attack overflight does not produce sufficient mapping coverage, then a special route will be negotiated amongst the air crew, and the aircraft must be capable of quickly climbing up to the Flight Levels (as high as 27,000 ft MSL) to capture and produce a whole incident heat perimeter.

4.7.3 Incidental to normal operations Gimbal Thermal IR and color video used for real-time tactical operations will be geo-referenced real-time and recorded throughout operations and during the Air Attack mission, if the plane is also Air Attack.

4.7.4 Heat perimeter polygons

Heat perimeters will be created in Google Earth as vector polygons upon arrival to an Initial Attack (IA). The goal is to transmit a heat perimeter KML file within two minutes to Intterra. Intterra will then handle user authorization and redistribution. KML heat perimeter polygons will be updated and transmitted to Intterra every 15 minutes. Intterra will redistribute to authorized user, especially UCSD SuperComputer Center for progression analysis. This is the first priority for the flight crew and first priority for the data connection.

4.7.5 Live Stream direct to Browsers (Cell Phones or PCs)

A live stream of the IR and EO video will transmit continuously to OCFA authorized people. The password protected FMV will play on a simple web-browser by accessing FireAirAttack.com. An unlimited number of users will be able to watch the live stream. This takes no effort from the flight team, the mechanism for streaming will be continuous and automatic. Firefighters, dispatch, county headquarters, Intterra and almost anyone will be able to receive the stream if they are authorized by having the password.

4.7.6 STANAG live Stream to Intterra :

Geo-referenced video embedded with KLV (Key Length Value) metadata as MISB (Motion Imagery Standards Board)/STANAG (Analogue Video Standard for Aircraft System Applications) will also be live streamed to Intterra for redistribution to their authorized users. If bandwidth is constrained this will be the third priority in Quality of Service (QoS) meaning perimeter and live stream to browsers will be a higher priority. Intterra and others will create any additional products using the georeferenced STANAG video.

4.7.7 DATA COMMUNICATIONS

Aircraft will be capable of live high-speed low-latency data communications throughout the incident from beginning to end. Live streaming imagery, COP and maps will be attempted continuously available upon arrival.

4.7.8 Cellular FirstNet/ATT and other cellular carriers will provide the downlink. Aircraft will have cellular failover connectivity on board for FirstNet/ATT and Verizon. Airborne cellular capabilities will be optimized with correct antennas and placements for the needed frequencies. Aircraft connectivity to cellular will also be implemented to allow use of MANET (when available) for when direct cellular connectivity is not available.

4.7.9 MANET- Additional MANET Nodes – for specific ground-based locations
A “Silvus Technologies” microwave mesh Mobile Adhoc Network will be available on an as needed basis as outlined in Exhibit B. Courtney will supply quick deployable MANET equipment to establish continuous high-speed data connectivity over an incident. The MANET system will connect at distances of 20 to 30 miles in a single hop and form a redundant mesh that can extend further.

4.7.10 MOUNTAIN TOP REPEATERS, AUTONOMOUS AND OFF GRID POWER Courtney will provide solar powered mountain top and mobile MANET repeaters as needed for quick deployment to cover areas of a million acres.

4.7.11 SATELLITE CONNECTIVITY

Aircraft will have three satellite systems for voice and data: Automatic Flight Following (AFF), Iridium voice and data. In certain locations, normal data and voice comms may not be available, in those cases the use of satellite data and comms may be the only alternative. Satellite data will be very low bandwidth and used for transmitting KML map files created in the plane.

4.7.12 AUTOMATIC FLIGHT FOLLOWING (AFF)

All aircraft will be equipped with the national standard for Automated Flight Following using Iridium satellite communications.

5. DUE DATES/SCHEDULES/TIMELINES

- August 22, 2019: Anticipated Pilot Start
- August 23, 2019: Pilot, staff and Aircraft available for testing
- September 1, 2019: Aircraft Available for Air Attack
- As requested by OCFA, Courtney Aviation will be available before, during and after the pilot program operational window for evaluation, outreach, planning meetings and conferences.

6. PAYMENT TERMS

Invoices shall be paid within fifteen days of receipt.

EXHIBIT "B"
Pricing

FIXED COSTS				
Air Tactical Aircraft and Crew				
Item	Unit	Qty.	Price	Total
<u>Daily Availability:</u> Cost to have the airplane and crew (Pilot, Gimbal Camera System Operator) with reserve aircraft and crew, available to fly 24/7 upon request. Includes Cal Fire and USFS carded 690 Commander with crew and ISR equipment (infrared/visual. (Includes 7.5% Passenger Excise Tax)	Day	150	\$12,500	\$1,875,500
<u>Aircraft Hourly Flight Rate – Turbine Commander:</u> Includes 7.5% Passenger Excise Tax. Actual flight hours will be billed.	Flight Hour	320	\$2,500	\$800,000
Adjunctive Connectivity – MANET / Cellular Data Support				
Item	Unit	Qty.	Price	Total
<u>Aircraft and Crew:</u> Includes availability of a MANET service unit- Small Fixed Wing Aircraft, "WRAPER" (Widearea Rapid Airborne Persistent Everywhere Repeater) with downlink through First Net and Downlink Van - MANET (Mobile Adhoc Network) equipped with Silvus Repeaters and 4 bonded cellular data modems (AT&T First Net and Verizon services) with support ENG Van for mobile data down link.	Day	150	\$1,547	\$232,050
<u>"WRAPER" Hourly Flight Rate*:</u> Includes all required flight time, and additional basic Silvus MANET equipment to supplement specific needs of an incident. Courtney Aviation may deploy the "WRAPER" aircraft as-needed during initial attack only. Should an incident progress to extended attack, deployment of the "WRAPER" aircraft requires OCFA authorization. Actual flight hours will be billed.	Flight Hours	150	\$673	\$100,950
Fixed Cost Total is Not to Exceed:				\$3,008,000
OPTIONAL ITEMS – AS REQUESTED BY OCFA				
<u>Extended Availability:</u> Applicable when availability or flight time beyond the maximum 14-hours allowed per day per crew is required. This includes the cost to bring a secondary crew in to provide additional availability.	Daily		\$2,500	
<u>Additional MANET "Nodes":</u> Repeaters at specific continuous locations throughout the five counties served. Nodes will provide nearly complete coverage throughout the pilot program area while building a potentially permanent resilient/redundant, expandable emergency data network core. Rate is per node per day.	Daily		\$350	
<u>Courtney Aviation Vendors:</u> Provides as-needed support for successful delivery of mapping products through the pilot program duration.	Daily		\$2,400	
Aggregate Total for Optional Items is Not to Exceed:				\$500,000

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 annually 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: Operations	Requested By: Brian Norton	Date: 08-07-19
Recommended Vendor: Courtney Aviation	Vendor Contact: Hart Drobish	Vendor's E-mail Address: hardt@courtneyaviation.com
Vendor Address: P.O. BOX 1196, Columbia, CA, 95310		Vendor's Telephone #: 209-532-2345
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): 08/22/19 - 01/31/20	Contract Amount: 3,508,000
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 Fire Integrated Real-time Intelligence System "FIRIS" Pilot Program will enhance Southern California wildfire situational awareness for first responders by providing real-time fire perimeter intelligence, WIFIRE continuous fire spread progression modeling, and high resolution color and infrared video. Courtney Aviation will provide the aircraft and sensors to gather the intelligence that will be disseminated to first responders.

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.*

The intent is for the pilot program take place during the upcoming 2019/20 fire season, which typically begins in September. Based on factors such as the impending start date, required qualifications, and the need to integrate with existing technology, OCFA opted not to issue a formal solicitation.

OCFA performed a due diligence check of four firms known to provide the required services (see attached), and determined that Courtney Aviation

SECTION III – JUSTIFICATION (continued)

was the best option for the success of the pilot program.


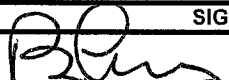
3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.

Funding for the FIRIS pilot program is allocated in the State budget, as approved by Governor Newsom, and is intended to be cost neutral to OCFA. Staff is collaborating with Courtney Aviation to ensure that the program costs, including all ancillary fees, will not exceed funding provided by the State.



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.)

The FIRIS pilot program is intended to have a duration of 150 days. At the conclusion, program performance will be reviewed and it may be determined that the services should be extended. Should that occur, additional approvals to extend the Special Procurement will be sought. Should it be determined that the program be made permanent, a formal solicitation to establish one or more agreements with qualified aircraft providers will be issued.

Special Procurement Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Brian Norton		8-12-19
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Brian Fennessy, Fire Chief		8-12-19

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	8/12/19
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	8/12/19

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

Executive Committee Approved: ☐ Yes ☐ No Date approved _____

Due Diligence Findings: FIRIS Aircraft Providers

Introduction:

To fly on a state incident, the California Department of Forestry and Fire Protection (CAL FIRE) requires the aircraft and personnel possess interagency certification. Due to the need for flexibility in refining the Scope of Services as the pilot program unfolds, staff determined it would be best to utilize a provider that already performs similar aviation services for CAL FIRE under an established contract.

Firms Considered:

OCFA identified four firms with the potential to provide the requested services:

Tenax Aerospace: Tenax currently provides similar services for U.S. Forest Services (USFS) however, they do not yet contract with CAL FIRE. Because of this, Tenax does not possess the flexibility with services that OCFA envisions will be necessary as the pilot program progresses.

Bode Aviation: Bode currently provides similar services for the USFS and the State of Colorado, however they did not respond when contacted by OCFA for additional information.

General Atomics (GA): GA possesses the capability to provide the services requested for the pilot, however this technology is currently operated on an aircraft that is not certifiable by CAL FIRE. Additionally, GA offered a work plan that would accomplish the aim of the pilot program, but they did not have sufficient contracting or performance resources to meet the timelines that OCFA required.

Courtney Aviation: Courtney has current agreements with CAL FIRE and is able to provide the services required by the pilot program. Additionally, they offer multiple methods of providing these services, allowing OCFA to begin with the most economical option. This type of flexibility was not offered by the other providers. Courtney also possesses sufficient resources required to devote to the pilot program, thus offering the best chance for success.

Conclusion:

Based on these findings, staff feels that Courtney Aviation is the best option to provide aircraft services for the duration of the pilot program. Should there be a determination that the pilot program be made permanent, OCFA will issue a formal solicitation for these services.



SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between **The Regents of the University of California on behalf of the University of California, San Diego**, a public, not-for-profit, educational institution located at 9500 Gilman Drive, La Jolla, California 92093 ("UCSD") and the **Company** whose name and address appear on Exhibit A, attached hereto and incorporated by reference herein ("Company").

In consideration of the mutual covenants set forth herein, the parties agree as follows:


1. **Scope of Work.** UCSD will perform the services set forth on Exhibit A, Services, attached hereto and incorporated by reference herein ("Services").
2. **Deliverables.** UCSD will provide to the Company the deliverables set forth on Exhibit A, incorporated by reference herein.
3. **Cost.** As consideration for UCSD's performance of the Services, the Company will pay UCSD the costs set forth on Exhibit A, incorporated by reference herein.
4. **Payment.**
 - 4.1. **Schedule.** The Company shall pay UCSD the compensation on the dates or milestones set forth on Exhibit A, incorporated by reference herein.
 - 4.2. **Remittance.** Checks are to be made payable to The Regents of the University of California and sent to the address set forth in Exhibit A.
5. **Term of Agreement.** This Agreement will begin and end on the dates set forth on Exhibit A.
6. **UCSD Contact.** All inquiries and notices with respect to this Agreement shall be sent to the UCSD contact whose name and related information are set forth on Exhibit A.
7. **Responsibilities.** The Company shall provide to UCSD those items listed in Exhibit A, if any, in a timely and secure manner so as to allow UCSD to perform its work. The parties agree to comply with any and all applicable laws, rules, regulations, and policies.
8. **Termination.** Either party may terminate this Agreement upon thirty (30) days' written notice. If the Company terminates this Agreement, the Company will pay UCSD for all costs and any non-cancelable obligations incurred up to the effective date of termination.
9. **Insurance.** Each party shall, at its sole cost, insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, and workers' compensation and such other insurance as may be necessary to provide coverage for its performance under this Agreement. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. The coverage required herein shall not in any way limit the liability of either party.
10. **Indemnification.** Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys' fees), and claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.
11. **Patent Infringement Indemnification.** The Company shall indemnify, defend, and hold harmless UCSD, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that the Company's furnishing or supplying UCSD with parts, goods, components, programs, practices, or methods under this Agreement or UCSD's use of such parts, goods, components, programs, practices, or methods supplied by the Company under this Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. UCSD shall inform the Company as soon as practicable of the suit or action alleging such infringement. The Company shall not settle such suit or action without the consent of UCSD. UCSD retains the right to participate in the defense against any such suit or action.
12. **Limitation of Liability.** EXCEPT WITH REGARD TO ITS INDEMNIFICATION OBLIGATIONS, UCSD DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. **Company's Ownership of Deliverables.** The Company will own the deliverables upon payment in full of the cost of the Services.
14. **Use of UCSD Name.** California Education Code Section 92000 prohibits use of the University of California, San Diego's name to suggest that UCSD endorses a product or service. The Company will not use The University of California's name, or any acronym thereof, including UCSD, without UCSD's prior written approval.
15. **Excusable Delay.** In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of UCSD, UCSD's performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above.

16. **Non-Interference.** Notwithstanding any other provision contained herein, the use of UCSD facilities and/or UCSD personnel in support of this Agreement can only be authorized to the extent that it will not interfere with work related to the prime missions of UCSD and/or the Department (e.g., education and research). Accordingly, Company's exclusive remedy for failure by either UCSD or persons acting on its behalf to perform services or furnish information or data hereunder at any particular time or in any specific manner, is limited to reimbursement of any unexpended payments under this Agreement.
17. **Non-Exclusive Nature of Services.** The Services herein are being offered to Company on a non-exclusive basis. Nothing herein shall be construed as granting Company any exclusive right(s) to the Service(s) referenced herein, and UCSD retains the right to offer and perform similar or identical Services for others.
18. **Notice.** Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail, or confirmed facsimile transmission, addressed to the other party at the address set forth on Exhibit A, or at such other address as such party hereto may hereafter specify in writing to the other party.
19. **Status of Parties.** This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. Neither party shall have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.
20. **Third-Party Beneficiary.** There are no intended third-party beneficiaries to this Agreement.
21. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.
22. **Non-Waiver.** The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
23. **Modification of Agreement.** This Agreement shall be changed only by written agreement of the parties.
24. **Applicable Law.** This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.
25. **Signatures, Counterparts and Copies.** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one contract with the same force and effect as if all signatures had been entered on one document. Signatures may be made electronically, and such electronic signatures shall be valid and binding upon the parties making them, and shall serve in all respects as original signatures. Signatures may be delivered among and between the parties by facsimile or electronic means. Thereafter, the parties further agree that electronic copies of this Agreement may be used for any and all purposes for which the original may have been used.
26. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach solution within a period of sixty (60) days, then upon notice by either party to the other, all disputes, claims, questions, or disagreements shall be finally settled in accordance with the provisions of the American Arbitration Association ("AAA") and proceed under the provisions of Title 9 of the California Code of Civil Procedure Sections 1280 through and including 1294.2. The discovery provisions of the California Code of Civil Procedure Section 1283.05 shall be applicable to this Agreement. Each party shall bear its own costs.
27. **Headings and Captions.** Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
28. **Authority.** Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.
29. **Survival.** Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.
30. **Company's Representations and Warranties.** Company hereby represents and warrants that, except as expressly provided for herein, no obligations are imposed upon UCSD as a result of any other agreement(s) involving Company to which UCSD is not a party.
31. **Export Control.** No ITAR or export controlled materials shall be delivered to UCSD pursuant to this agreement.
32. **Personally Identifiable Information.** Customer agrees that no Personally Identifiable Information ("PII") as defined by California privacy laws (including California Civil Code sections 56-56.37) or Protected Health Information ("PHI") as defined by the Health Insurance Portability & Accountability Act of 1996 ("HIPAA", 45CFR Parts 160 and 164) shall be transmitted to SDSC under this agreement. Transmission of either PHI or PII by customer to SDSC shall be grounds for immediate termination of this agreement. Comingling of data that is PHI or PII with data that is not PHI or PII is prohibited under this agreement. If customer finds it necessary to begin transmission of PHI or PII, customer agrees to contact SDSC before transmission, in order to enter into a new agreement for services that cover the appropriate security measures as required by State and Federal laws including HIPAA/HITECH.
33. **Entire Agreement.** This Agreement, including Exhibit A made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in the Company's purchase order, and any NDA or separate scope of work or similar document shall have no force and effect. Any changes or additions to Sections 1-33 inclusive, of this Agreement are invalid, unless approved in writing by the UCSD representative identified in Exhibit A, Paragraph 7.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA ON BEHALF OF THE
SAN DIEGO CAMPUS

Company Name:
ORANGE COUNTY FIRE AUTHORITY

By:  _____

By: _____

Name: Sylvia Arrhenius

Title: Service Agreement Officer

Date: 08/14/2019

Name: Debbie Casper

Title: Purchasing & Materials Manager

Date: 08/22/2019

EXHIBIT A -- SERVICES

COMPANY:

Orange County Fire Authority
Principal place of business located at 1 Fire Authority Road, Irvine, CA 92602
Attention: Robert C. Cortez
Telephone: 714-573-6012
Fax:
Email: RobertCortez@ocfa.org

1. SCOPE OF WORK:

The Services will be performed by San Diego Supercomputer Center as set forth below or in accordance with the attachment hereto and incorporated by reference herein. The Company may issue a purchase order for each Service, however, any terms and conditions set forth on the purchase order are of no force and effect and only the terms and conditions set forth in this Agreement shall apply to the Services hereunder.

WIFIRE Lab will provide fire modeling products to enhance decision maker awareness. The predictive modeling products WIFIRE will work on developing and providing include predictive fire growth models and templates in advance of fire ignition, near real-time predictive modeling following fire ignition, and forensic analysis of the damage following fire events. WIFIRE will also ensure access to the 24x7 connectivity and cyberinfrastructure needed to perform the work

2. DELIVERABLES:

San Diego Supercomputer Center will provide one (1) analyst located at San Diego Super Computer facilities to support operations on both daily and extended availability rates. Analyst will ensure connectivity to network and data updates necessary to provide accurate fire modeling. Analyst will provide fire modeling products to enhance decision maker awareness.

Required product types will include, but not be limited to, the following:

1. Predictive fire growth models and templates in advance of fire ignition.
2. Near real-time predictive modeling following fire ignition.
3. Forensic analysis following fire events.

Predictive modeling products are expected to interoperate with the following:

- SCOUT
- Intterra
- Courtney Aviation Data Products
- OCFA GIS and response team platform

3. COST: Total \$500,000

4. PAYMENT

4.1. SCHEDULE:

The payment schedule will be as below

For Period: 08/23/2019 to 08/31/2019	\$100,000 due 09/30/2019
09/01/2019 to 09/30/2019	\$100,000 due 10/31/2019
10/01/2019 to 10/31/2019	\$100,000 due 11/30/2019
11/01/2019 to 11/30/2019	\$100,000 due 12/31/2019
12/01/2019 to 12/31/2019	\$100,000 due 01/19/2020

4.1.1. Invoices will be submitted in accordance with the payment schedule.

4.2. REMITTANCE: Checks are to be made payable to **The Regents of the University of California** and sent to:

University of California, San Diego
Attention: Cashier' Office
9500 Gilman Drive Mail Code 0009
La Jolla, California 92093-0009

5. **TERM OF AGREEMENT:** This Agreement will begin on 8/23/19 and end on 1/19/20.

6. **UCSD CONTACT:**

Ilkay Altintas, PhD
University of California, San Diego
9500 Gilman Drive Mail Stop 0505
La Jolla, California 92093-0505
Telephone: (858) 822-5453
Fax: ()
Email: altintas@sdsc.edu

7. **PER SECTION 33 OF THE AGREEMENT, THE UCSD REPRESENTATIVE RESPONSIBLE FOR APPROVING CHANGES OR ADDITIONS TO THIS AGREEMENT:** Service Agreement Contract Officer - MC 0934; UCSD-Provided-Svcs@ucsd.edu.

END OF EXHIBIT A

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 (annually) 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

Department/Section: Operations	Requested By: Brian Norton	Date: 08-08-19
Recommended Vendor: University of California, San Diego	Vendor Contact: Jessica Block	Vendor's E-mail Address: j.block@eng.ucsd.edu
Vendor Address: 9500 Gilman Drive Mail Stop 0505, La Jolla, CA 92093-0505		Vendor's Telephone #: 209-532-2345
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): 08/22/19 - 01/31/20	Contract Amount: <div style="font-size: 1.2em; font-family: cursive;">500,000</div>
<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>		Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION III – JUSTIFICATION

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

The Fire Integrated Real-time Intelligence System "FIRIS" Pilot Program will enhance Southern California wildfire situational awareness for first responders by providing real-time fire perimeter intelligence, WIFIRE continuous fire spread progression modeling, and high resolution color and infrared video. UCSD will provide the WIFIRE predictive modeling service to the five participating counties.

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.*

WIFIRE's fire behavior modeling is provided through a collaboration between government agencies, with the host being the San Diego Super Computer of UC San Diego. There are no comparable options readily available on the market currently.

SECTION III – JUSTIFICATION (*continued*)

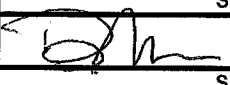
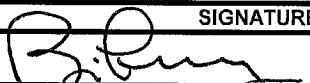
3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate with the vendor, did the vendor provide a discount)? Please provide the quote with your sole source request.

Funding for the FIRIS pilot program is allocated in the State budget, as approved by Governor Newsom, and is intended to be cost neutral to OCFA. Staff is collaborating with UCSD to ensure that the program costs, including all ancillary fees, will not exceed the funding provided by the State.



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.)

The FIRIS pilot program is intended to have a duration of 150 days. At the conclusion, program performance will be reviewed and it may be determined that the services should be extended. Should that occur, additional approvals to extend the Special Procurement will be sought.

Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Brian Norton, Division Chief		8-12-19
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Brian Fennessy, Fire Chief		8/12/19

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	8/12/19
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	8/12/19

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

Executive Committee Approved: ☐ Yes ☐ No Date approved _____

MEMORANDUM OF AGREEMENT
BETWEEN
THE JOINT FORCES TRAINING BASE (JFTB)
AND
ORANGE COUNTY FIRE AUTHORITY
FOR
Land Area and Facilities
AGREEMENT: W77804-

This is a Memorandum of Agreement (MOA) between The Joint Forces Training Base (JFTB) and the Orange County Fire Authority (OCFA). When referred to collectively, the "JFTB" and the "OCFA" are referred to as the "Parties".

1. BACKGROUND: Wildland fire remains the most significant threat to life and property in California. Lives, property, and natural resources are threatened on a 24-hour basis. A recent risk assessment conducted by the California Department of Forestry and Fire Protection (CAL FIRE) concluded that an estimated 11 million residents, or the equivalent of 1 in 4 Californians live in areas considered to be high risk of a wildfire. As a regional fire agency, the OCFA plays a key role in wildfire mitigation and suppression in Southern California. Given the devastating and destructive wildfires of 2018, and the anticipation of the 2019 wildfire season, the OCFA Fire Chief and staff sought legislative assistance. As such, Assemblywoman Cottie Petrie-Norris successfully secured \$4,500,000 in State funding which will afford the OCFA an opportunity to partner with Courtney Aviation, Intterra, and UCSD/WIFIRE to implement the FIRIS Pilot Program that will benefit Orange, Los Angeles, Riverside, San Diego, and Ventura counties, and potentially the entire state of California.

Fire Integrated Real-time Intelligence System (FIRIS) Pilot Program

The FIRIS pilot program will provide enhanced intelligence, surveillance and reconnaissance (ISR) technology. Initial and extended attack ground-based Incident Commanders (IC) often lack resources that directly support ISR needs during the onset of incidents and disasters. There may be no greater value to the decision-makers on the ground and in the air, than having an aerial resource dedicated to enabling communications for the delivery of a real-time fire perimeter map and continuous wildland fire spread modeling during the initial and extended attack phases of a wildland fire.

The FIRIS Pilot Program is unique in that it integrates cutting edge technologies provided through Courtney Aviation aerial infra-red (IR) computerized mapping platform, the University of California San Diego (UCSD) WIFIRE wildland fire spread technology and Intterra wildfire decision support software into a common platform.

2. AUTHORITIES:

The following is not an exhaustive list of the applicable policies and regulations, but only those that have been determined to apply to specific activities required under tenant activities on Federal Installations and may be referenced in this Agreement:

- 2.1. AR 405-80, Management of Title and Granting Use of Real Property, 10 October 1997
- 2.2. DOD 7000.14-R, DoD Financial Management Regulation, Volume 11A: "Reimbursable Operations Policy", November 2014.
- 2.3. DODI 4165.70, Real Property Management, 6 April 2005
- 2.4. DODI 4000.19, Support Agreements, 25 April 2018
- 2.5. NGR 420-10, Construction and Facilities Management Operations (CFMO), 18 April 2017
- AR 952, Airspace, Airfield/Heliports, Flight Activities, Air Traffic Control, and navigational Aids, 16 October 2008
- 2.6. JFTB Reg 95-1, Operations Manual for Los Alamitos Army Airfield
- 2.7. DODI 1000.15, Procedures and Support for Non-Federal Entities Authorized to Operate on DOD Installations, 24 October 2008.
- 2.8. DODD 1000.26E, Support for Non-Federal Entities Authorized to Operate on DOD Installations, 2 February 2007.
- 2.9. NGR 5-2, National Guard Support Agreements, 14 October 2010
- 2.10. DoDI 4000.19, Interservice and Intergovernmental Support, 25 April 2013
- 2.11. DoD Instruction 1000.15, "Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations, October 24, 2008
- 2.12. DODD 1000.26E, Support for Non-Federal Entities Authorized to Operate on DOD Installations, 2 February 2007

3. **PURPOSE:** This MOA documents the specific terms and responsibilities of each Party regarding OCFA access to JFTB to utilize land and facilities to conduct Fire Integrated Real-time Intelligence System (FIRIS) Pilot Program.

4. RESPONSIBILITIES OF THE PARTIES:

4.1 The JFTB will

4.1.1. Provide access to approximately 1.2 acres of land located at 3802 Constitution Ave, Joint Forces Training Base, and Los Alamitos, CA 90720 for OCFA truck with trailer, employee parking, county vehicle parking and Bldg. 284 with support flight operations to conduct their air missions.

BLDG. #.	SQ. FT.	DESCRIPTION
284	4,740	AC Maintenance Hanger
	1.2 acres	General Purpose land with Trailers; parking for Fix Wing air planes

4.1.2. Provide utilities, fire & emergency services, environmental, security services on a reimbursable basis in accordance with the provision of section 4.1.1 above. The billing cycle will follow the State Fiscal Year (1 July - 30 June).

4.1.3. Provide installation wide security, Emergency and Fire response support, as required. Any additional support over and above an emergency response will not be supported by JFTB.

4.1.4. Provide a cost summary for sustainment of OCFA operations at JFTB to include facility support and all other identifiable and incremental costs. See attachment II which provides a 5 year Cost Summary.

4.2 OCFA will

4.2.1. Reimburse JFTB for all identifiable Incremental Costs (IIC) incurred by its use of utilities, including by not limited to electric, water, sewer services, and natural gas; fire protection, and environmental. In accordance with the references in paragraph 4.1.1 above. OCFA is not authorized any federal support from the JFTB.

4.2.2. Make no promises, commitments, or obligations of said facilities of any kind to any third party for future use. Not sublet or modify any aspect of the leased space.

4.2.3. Permit the Installation Commander and/or any designated representative to inspect the facilities and operations to insure full compliance with the provisions of this Agreement.

4.2.4. Notify the JFTB Commander upon Change of Responsible Party for OCFA operations with full name, address and contact information in accordance with paragraph 6.1.2 below.

4.2.5. Provide an emergency locator roster of key employees and their telephone numbers to JFTB Department of Public Works (DPW). The Roster will identify all personnel and vehicles authorized access to the JFTB. The roster will include their name, cell phone number of the on-duty, on-site supervisor.

4.2.6. Attend periodic JFTB tenant board meetings. OCFA is welcome to provide presentations at the tenant board meetings with regards to their program.

4.2.7. Provide parking for their employees and government vehicles within the leased space.

4.2.8. Abide by all rules and regulations and policies that may hereinafter be specified by the Installation Commander, or designated representative as well as those outlined in their license with the ACOE, as well as all City and County ordinances, rules and regulations, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required.

4.2.9. Ensure Courtney Aviation adhere to Federal Aviation Agency (FAA) and United States Army Air Nautical Service Agency (USAANSA) safety of flights, air traffic control procedures, and military operations as determined by JFTB and the Government.

4.2.10. Have a non-exclusive and non-possessory right to enter upon, and use the Property to carry out the purpose described above, and in accordance with the terms set forth in this MOA and any further conditions and requirements as JFTB may hereafter prescribe. The California Military Department operates JFTB under license from the Department of the Army. Under this MOA, OCFA right to enter does not constitute a grant of any ownership, leasehold, easement, or other property interest, or estate in the Property.

4.2.11. Comply with all applicable statutes, laws, ordinances, and rules and regulations adopted by the federal, state, county, or any other governing rules, to include environmental requirements, which pertain to the use of said facilities and ranges. This provision applies to all OCFA employees, agents, or any other person performing services on OCFA behalf who are entering JFTB under this MOA.

4.2.12. Refrain from carrying firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, or storing the same on or within the Property without the express consent of JFTB. If approval is obtained from JFTB, OCFA will comply with all applicable laws, ordinances, rules, regulations and policies that pertain to carrying, using, and storing weapons on JFTB.

4.2.13. Ensure that OCFA employees, agents, or any other person performing services on OCFA's behalf who are entering JFTB under this MOA are appropriately vetted per applicable federal and departmental regulations, policies, and directives. OCFA must provide JFTB with a list of names of all OCFA employees, agents, or any other person performing services on OCFA's behalf who are entering JFTB under this MOA.

4.2.14. Enter JFTB on an "AS-IS" basis. OCFA understands that JFTB has no obligation for maintenance, repair, improvement, or alteration of the Property either before, during, or after the term of this MOA.

4.2.15. Conduct all activities within the assigned areas. OCFA will not interfere with JFTB ability to conduct military operations.

4.2.16. Maintain the Property in a sanitary condition satisfactory to JFTB. OCFA will be responsible for maintaining the Property in a clean and orderly fashion and will coordinate with DPW to arrange for all excess refuse generated by OCFA above and beyond regular pick-up to be removed from the premises and properly disposed of at OCFA's sole expense.

4.2.17. Submit written requests for all desired photography and video recording activities to JFTB. All photography and video recording activities are prohibited without the express consent from JFTB Garrison Commander and the California Military Department, Joint Forces Headquarters.

4.2.18. Not place or construct upon, over, or under the Property any permanent installation or structure of any kind or character, except such as are specifically authorized by JFTB. Under no circumstances will OCFA drive stakes, poles or other devices into the asphalt or concrete paving or floor of the Property or alter any existing structures, signs, improvements, or any ingress and egress routes on the Property without the express written approval of JFTB. OCFA will remove any OCFA property installed or located on the Property promptly upon expiration, termination, or abandonment of this MOA. Any property of OCFA not removed within that time may be removed, stored or disposed of by JFTB at the sole expense of OCFA.

4.2.19. Provide adequate proof of insurance, as determined by JFTB, to protect against liability and property damage claims or any other legal actions that may arise due to OCFA's activities under this MOA, those of its personnel (including employees, agents, or any other person performing services on OCFA's behalf) who are entering JFTB under this MOA, or the operation of OCFA's equipment or devices under this MOA.

4.2.20. Assume all risk of injury or damage to property as a result of OCFA (including employees, agents, contractors or any other person performing services on OCFA's behalf) being on and/or using facilities, utilities, and services at JFTB. OCFA further waives any right it may otherwise have to sue JFTB, the California Military Department, the State of California, and the United States, and their officers, employees, agents and representatives for any claims of any kind whatsoever, including injuries, illness (including death), or losses of any kind whatsoever (including economic loss) which may result from OCFA (including employees, agents, or any other person performing services on OCFA's behalf) being allowed entry onto JFTB under this MOA or the use of any facilities thereon, including negligence on the part of these entities and/or their agents or employees. OCFA further agrees to release and hold harmless JFTB, the California Military Department, the State of California, and the United States, and their officers, employees, agents and representatives from any and all claims, loss or damage of any nature whatsoever, including costs and attorney's fees, which may be incurred as a result of OCFA (including employees, agents, or any other person performing services on OCFA's behalf) being allowed entry onto the facility. If JFTB, the California Military Department, the State of California, or the United States incur any claims, loss, or damages as a result of OCFA's (including employees, agents, or any other person performing services on OCFA's behalf) entry onto the facility under this MOA, OCFA agrees to reimburse and pay any such amounts.

4.2.21. Assume and discharge any cost, expense or liability in connection with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this MOA, including but not limited to all attorney fees and costs incurred by the Parties in enforcing their rights under this MOA.

4.2.22. Perform the obligations under this MOA, it is mutually understood and agreed that OCFA is at all times acting and performing independently of JFTB, the California Military Department, the State of California, and the United States, and that no partnership, joint venture, agency or other similar joint employment relationship of any kind is created by this MOA. Neither OCFA or any of its employees, agents, or any other person performing services on OCFA's behalf will have any right or claim against JFTB, the California Military Department, the State of California, or the United States under this MOA for wages, compensation, social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave or any other employee benefits of any kind.

4.2.23. Ensure no property, real or personal, for which JFTB has responsibility will be destroyed, displaced or damaged by OCFA without the prior written consent of JFTB and the express agreement of OCFA to promptly replace, return, repair, and restore any such property to a condition satisfactory to JFTB. To the extent permitted by law, if any property is damaged by OCFA, OCFA will be solely responsible, at its own expense, for repairing any such damage or replacing such property to the satisfaction of JFTB. To the extent permitted by law, if the property cannot be repaired or replaced to the satisfaction of JFTB, OCFA will be liable for all damages caused.

4.3 Both Parties agree:

4.3.1. OCFA agrees that it will comply with all Environmental conditions, requirements and restrictions, including but not limited to:

4.3.1.1. OCFA will create and maintain a Hazardous Materials Business Plan (HMBP) on the California Environmental Reporting System (CERS), in accordance with CA law;

this plan is due to the COR within 30 days of commencement of this MOA. The CERS website portal: <http://cers.calepa.ca.gov/> will provide assistance in creating the plan.

4.3.1.2. OCFA will create and maintain a Spill Prevention, Control, and Countermeasures Plan (SPCCP) and a Storm water Pollution Prevention Plan (SWPPP), consistent with the provisions of the JFTB SPCCP and SWPPP; this plan is due to the COR within 30 days of commencement of this MOA.

4.3.1.3. OCFA must store flammable hazardous material in an approved flammable hazardous storage container locker in accordance with Army and/or JFTB Environmental directives. Immediately report any hazardous spills to the Environmental Office, the Fire Department, and or the Security Office.

4.3.1.4. Supplement the State of CA Military Department Environmental Condition of Property upon termination of this Agreement.

4.3.1.5. OCFA shall not install, or maintain, generators without the written consent of the JFTB Commander. Upon consent of the Commander, OCFA is responsible for obtaining and maintaining all required equipment registrations and air quality permits from South Coast Air Quality Management District (SCAQMD) and providing copies for review to JFTB COR and Environmental.

4.3.1.6. OCFA servants, agents and employees must have a valid driver's license and proof of insurance; or Government-issued identification prior to entering onto JFTB property. All personnel will comply with the speed limits at the JFTB and other security regulations. All persons entering the JFTB shall render proof of identification upon request by security personnel.

4.3.1.7. On request of the Installation Commander and/or COR, remove from JFTB premises any servant, agent, or employee of OCFA, its subcontractor and/or independent contractor whose conduct is found to be improper.

4.3.1.8. JFTB Fire Department is First Responders to all accidents and incidents on the JFTB; for all emergencies call 911. Report all accidents/incidents to JFTB Security Office at 562-795-2111.

4.3.1.9. OCFA understands that military operations have priority use of all facilities and approval is dependent on availability of staff and facilities requested.

4.3.1.10. OCFA understands permission to operate can be denied under the following conditions:

4.3.1.11. When the airfield is closed, no flights are permitted.

4.3.1.12. When weather conditions does not permit flight operations.

4.3.1.13. When other unsafe conditions exist.

4.3.2. Airfield Operations.

4.3.2.1. OCFA anticipates 4-5 flights per day with emergency flights to be scheduled during fire seasons.

4.3.2.2. All flight operations will comply with the Joint Forces Training Base (JFTB Regulation 95-1) Airfield Operations.

4.3.2.3. Any bird strikes, or wildlife encounters will be reported to the Los Alamitos Army Airfield (LAAAF) Safety Officer, at 562-795-2007; on base call 62007, within 12 hours of occurrence.

4.3.2.4. The OCFA area of operation on the ramp will comply with AR 95-2. All start carts, maintenance equipment, and fire extinguishers will be stored 10 feet past the non-movement area of the fire line, near the OCFA facility building 284, when not in use.

4.3.2.5. OCFA personnel will attend the LAAAF Quarterly Operations and Safety Councils, contact LAAAF Safety Officer (62007) for schedule.

4.3.2.6. During LAAAF non-standard missions: Hero missions, HMX, VIP, and other restrictive missions, OCFA operations may be suspended or altered to accommodate LAAAF operations.

4.3.2.7. Any breach in security or safety protocols, will be reported to Base Operations @ 6-2571, immediately.

4.3.2.8. All OCFA refueling will be conducted internally, if refueling cannot be done internally, prior arrangements with LAAAF Petroleum, Oil & Lubricants (POL) Services will be made.

4.3.2.9. Access gates near OCFA to the airfield will remain closed at all times. Gate access will be granted to OCFA personnel only, and the gate will be closed after entry. At no time will the gate remain in the open position. If the gate is non-functional, LAAAF Base Operations must be notified.

4.3.2.10. Before each flight, OCFA pilots will check the LAAAF Notice to Airmen (NOTAM) for changes in Airfield operations.

4.3.3. **INDEMNITY:** The United States, State of California Military Department, Joint Forces Training Base, and their respective personnel shall not be responsible for damages to property, injuries to persons, or financial representation regardless of the cause that may from and/or be incident to OCFA in the conduct of their activities, or operations. OCFA shall hold harmless the United States, State of California, JFTB, and their respective personnel from any and all claims arising and incident to OCFA that are not due to the direct fault or negligence of the United States, State of California, JFTB, the California National guard and their respective personnel.

4.3.4. **INSURANCE:** Unless Self-Insured

4.3.4.1. OCFA covenants at its own expense to maintain and keep in force for the mutual benefit of JFTB and OCFA an insurance policy for claims against bodily injury, death, personal property damage, theft, fire, storm, flood, and damage or destruction through any other force of nature to relieve the JFTB from any liability arising from such theft, loss, damage, or destruction occurring in, on or about the premises and to insure the condition of the real property. The insurance shall afford protection to the limit of not less than \$5,000,000 combined single limit liability coverage.

4.3.4.2. OCFA shall furnish JFTB with certification showing such insurance to be in force at all times throughout the term of this Agreement. No policy shall be amended or canceled without thirty (30) days prior written notice to JFTB, and each policy shall so be provided. Except for JFTB's agents, employees and/or contractors' actions, inactions,

negligence and/or breach of expressed warranties, OCFA shall indemnify, protect, defend and hold harmless the premises, the JFTB, from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, permits, attorney's and consultant's fees, expenses and/or liabilities arising out of, involving or in dealing with the occupancy of the premises, the conduct of OCFA business, an act, or omission or neglect of OCFA, its agents, contractors, or employees.

4.3.4.3. The foregoing shall include but not limited to the defense or pursuit of any violation or any action or proceeding involved therein, whether or not in the case of claims made against the JFTB, litigated and/or reduced judgment, whether well founded or not. If any such action or proceeding is brought against the JFTB by reason of any of the foregoing matters, OCFA, upon notice from JFTB, shall defend the same at OCFA expense, by counsel mutually agreeable to the parties. Nothing herein shall require JFTB to first pay any such claim in order to be indemnified by OCFA.

4.3.5. **SEVERABILITY:** Neither party intends to obligate the other party to enter into any agreement or take any action that would constitute a violation of any law, regulation or contract applicable to the other party. If any provision of this Agreement is for any reason found to be ineffective, unenforceable or illegal by any court having jurisdiction, that condition shall not affect the validity or enforceability of any of the remaining portions of this Agreement; provided, further, that the parties shall negotiate in good faith to replace any ineffective, unenforceable or illegal provisions as soon as is practical. In the event of a conflict between any provisions of this Agreement both parties agree to resolve all conflicts at the lowest level possible.

5. **PERSONNEL:** Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

6. **GENERAL PROVISIONS:**

6.1. **POINTS OF CONTACT:** The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each party may change its point of contact upon reasonable notice to the other Party.

6.1.1. **For the JFTB**

6.1.1.1. Position and phone number for the MOA: MSG Bobby B. Chavez, JFTB Operations NCO, bobby.b.chavez.mil@mail.mil or 562-795-2482.

6.1.2. **For OCFA**

6.1.2.1. Position and phone number of Primary POC: Chief Jim Ruane, P.O. Box 57115, Irvine, CA 92602 jimruane@ocfa.org or 714-573-6801.

6.2. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the JFTB, to-

6.2.1. Commander, Joint Forces Training Base, ATTN: MSG Bobby B. Chavez, JFTB Operations NCO, 4522 Saratoga Ave., Bldg. 15, Los Alamitos, CA 90720.

And, if to the OCFA; to

6.2 .2. Position and phone number of Primary POC: Primary POC: Chief Jim Ruane, P.O. Box 57115, Irvine, CA 92602.

Or as may from time to time otherwise be directed by the Parties.

6.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by the authorized representatives.

6.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF AGREEMENT:

6.6.1. This Memorandum of Agreement is automatically terminated if the JFTB is dissolved.

6.6.2. The State of California Military Department reserves the right to reclaim and reoccupy premises upon ten (10) days written notice when necessitated by an actual National or State emergency and/or military mobilization. Where feasible, the Military Department agrees to arrange for re-delivery of the premises to OCFA upon conclusion of the emergency and/or mobilization.

6.6.3. This MOA may be terminated by either party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.6.4. OCFA will yield up the premises furnished in good order and condition as when OCFA began operation therein, with the exception of ordinary wear and tear. If OCFA abandons equipment or personal property at its leased space, the JFTB may cause such property to be removed at OCFA's expense, or consider the property abandoned and dispose of it.

6.7. TRANSFERABILITY: This agreement is not transferable. Nothing in this agreement creates any enforceable rights in third parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect after the last party signs.

6.10. EXPIRATION DATE: This Agreement expires on 28 January 2020.

6.11. CANCELLATION OF PREVIOUS AGREEMENT: This Agreement terminates State Standard Agreement 19-0087 (1 September 2019 - 28 September 2010) between OCFA and the State of CA Military Department.

7. FINANCIAL DETAILS

7.1. AVAILABILITY OF FUNDS:

7.1.1 OCFA agrees to reimburse the State of California Military Department beginning 1 September 2019 through 28 January 2020 for 150 days). The FY19-20 Estimated Charges located in Attachment III. These costs are estimated and may increase as allowed with increased costs to utilities, cost of living. Costs increases will be in writing and OCFA will be notified annually if an increase is anticipated.

7.1.2 This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using a Military Interdepartmental Purchase Request (MIPR), DD 448 [or equivalent form if with another Federal or non-federal agency]. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

7.2. BILLING: The JFTB will provide a Journal Voucher (JV) to the OCFA on a quarterly basis in accordance with the procedures of the billing party. The OCFA will certify the identifiable costs and forward to JFTB billing office for payment processing.

7.3. PAYMENT OF BILLS: The OCFA paying office will forward payments, along with a copy of the JV, to JFTB billing office within 30 days of the date of receiving the JV. JFTB will process through State comptroller for reimbursement to JFTB. Bills rendered will not be subject to audit in advance of payment.

7.4. FINANCIAL SPECIFICS: See Attachment III for all other details and information on the reimbursable support identified in paragraph 4.

AGREED:

For the OCFA

For the JFTB

Chief Jim Ruane
Assistant Chief

NICK DUCICH
COL, CA ARNG
JFTB Installation Commander

Date:

Date:

APPROVED BY:

United States Property and Fiscal Office for
California:

MICHAEL S. PIAZZONI
COL, NGB
USPFO for California

Date:

BETH L. SOELZER
LTC, EN, CAARNG
Assistant USPFO for Real Property

Date:

APPROVED AS TO FORM:

ERIK S. DEAKYNE
CPT, JA, CAARNG
Judge Advocate

Date:

ATTACHMENTS:

- 1 – Cost Reimbursement Categories
- II – Cost Formula Analysis
- III – FY19 – 24 Estimated Charges

FIRIS Pilot Program

August 22, 2019

Board of Directors Meeting



Fire Integrated Real-time Intelligence System (FIRIS)

- Pilot program designed to enhance regional wildfire situational awareness for first responders, regional and state command and emergency operations centers, and agency/jurisdiction policy-makers.
- Provides for fixed wing aircraft equipped with sensors capable of providing enhanced intelligence, surveillance and reconnaissance (ISR) technology to wildland fire decision-makers.
- Improved decisions are made during the initial and extended attack phases of a wildland fire.



Pilot Program Milestone Dates & Operations



- Primary Operating Base: Los Alamitos Joint Forces Training Base.
- Aircraft will pre-position to other air attack bases and other strategic locations within all 5-counties (*Orange, Los Angeles, Riverside, San Diego, and Ventura*).
- Assistance By Hire rates may apply on second (or more) operational period requests.

Allocation of State Funding



AB-74 Budget Act of 2019 (2019-2020) –

0690-101-001- For local assistance, Office of Emergency Services, Provision 13:

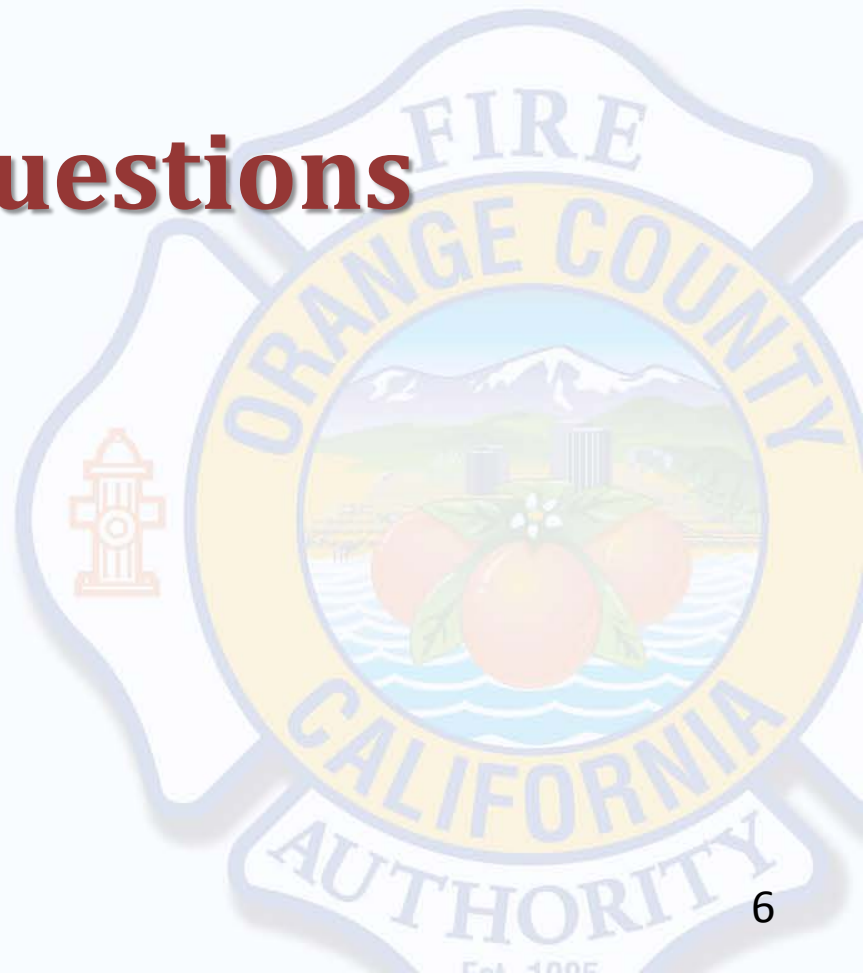
Of the amount appropriated in Schedule (1), \$4,500,000 shall be used for a grant to the County of Orange to implement a First Responder Intelligence, Survey, and Reconnaissance System pilot program to be executed by the Orange County Fire Authority and implemented in the counties of Orange, Los Angeles, Riverside, San Diego, and Ventura.

CalOES is a pass through...funds must be used in accordance with the provisional language (provision 13).

Pilot Program Costs

Contractor/Consultant	Services/Equipment	Amount
Courtney Aviation – Aircraft and Equipment needs	Daily availability for 150-days with flight hours for primary turbine commander aircraft. Crew extended availability, additional equipment, and vendor support services	\$3,508,000
UCSD/WIFIRE	Enhanced situational awareness/fire modeling and other related services	\$500,000
Air Tactical Group Supervisors	\$1,600/day x 150-days. Additional \$10K for training expenses	\$250,000
OCFA	Project administration, communications, and other needs	\$199,750
Intterra	Enhanced mapping, coordination and consulting services	\$42,250
Pilot Program Total		\$4.5M

Comments/ Questions





Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
August 22, 2019

Agenda Item No. 5B
Discussion Calendar

Updated Cost Reimbursement Rates

Contact(s) for Further Information

Robert Cortez, Assistant Chief
Business Services Department

robertcortez@ocfa.org

714.573.6012

Summary

This item is submitted to request approval of the proposed update to the Cost Reimbursement rates to include rates for the 2019 Fire Integrated Real-time Intelligence System (FIRIS) Pilot Program.

Prior Board/Committee Action

On June 25, 2019, the cost reimbursement rates previously approved at the May 23, 2019, Board of Directors meeting were updated to include rates for helicopters provided to OCFA by Coulson Aviation and the Air Tactical Group Supervisors (ATGS). These rates are used when OCFA resources are ordered by various Federal (Cleveland National Park Forest Service) and State (CAL FIRE) agencies.

RECOMMENDED ACTION(S)

Review the proposed agenda item and approve the updated Cost Reimbursement Rate schedules to be effective August 23, 2019.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The fiscal impact of the new rates will be based on the number of incidents that occur throughout the year and will be incorporated into the mid-year budget update.

Background

This agenda item adds reimbursement rates for fixed wing intelligence gathering aircraft and other equipment related services provided by an OCFA contractor for the FIRIS Pilot Program. The new rates are included in the proposed equipment reimbursement rates (Attachment).

Attachment(s)

Proposed Cost Reimbursement Rates – Equipment

ORANGE COUNTY FIRE AUTHORITY
COST REIMBURSEMENT RATES
EQUIPMENT
EFFECTIVE August 23, 2019

DESCRIPTION	2018/19 RATE	2019/20 RATE	\$ CHANGE	% CHANGE	SOURCE	Hourly / Daily
TYPE 1 ENGINE	\$78.90	\$78.90	\$0.00	0.00%	FEMA	Hourly
TYPE 2 ENGINE	\$68.00	\$68.00	\$0.00	0.00%	FEMA	Hourly
TYPE 3 ENGINE	\$68.00	\$68.00	\$0.00	0.00%	FEMA	Hourly
TRUCK/QUINT	\$78.90	\$78.90	\$0.00	0.00%	FEMA	Hourly
AIR/LIGHT UTILITY	\$23.84	\$23.84	\$0.00	0.00%	FEMA	Hourly
AIRPORT CRASH UNIT	\$78.90	\$78.90	\$0.00	0.00%	FEMA	Hourly
CHIPPER	\$24.31	\$24.31	\$0.00	0.00%	FEMA	Hourly
COMPACT TRACK LOADER	\$36.05	\$36.05	\$0.00	0.00%	FEMA	Hourly
CREW CARRYING VEHICLE	\$20.95	\$20.95	\$0.00	0.00%	FEMA	Hourly
DOZER	\$93.74	\$93.74	\$0.00	0.00%	FEMA	Hourly
DOZER MODULE (DOZER+TRANSPORT)	\$160.64	\$160.64	\$0.00	0.00%	FEMA	Hourly
DOZER TENDER	\$17.65	\$17.65	\$0.00	0.00%	FEMA	Hourly
DOZER TRAILER	\$15.50	\$15.50	\$0.00	0.00%	FEMA	Hourly
DOZER TRANSPORT	\$66.90	\$66.90	\$0.00	0.00%	FEMA	Hourly
DUMP TRUCK	\$75.50	\$75.50	\$0.00	0.00%	FEMA	Hourly
FIRE COMMAND UNIT	\$20.95	\$20.95	\$0.00	0.00%	FEMA	Hourly
FUEL TENDER	\$28.70	\$28.70	\$0.00	0.00%	FEMA	Hourly
GRADER	\$46.50	\$46.50	\$0.00	0.00%	FEMA	Hourly
LOADER	\$43.85	\$43.85	\$0.00	0.00%	FEMA	Hourly
MECHANIC SERVICE TRUCK	\$96.00	\$96.00	\$0.00	0.00%	Cal OES	Daily
MEDIC UNIT	\$96.00	\$96.00	\$0.00	0.00%	Cal OES	Daily
PATROL UNIT (Type 6/ Swift Water Rescue)	\$68.00	\$68.00	\$0.00	0.00%	FEMA	Hourly
PICKUP (less than 3/4 ton)	\$86.00	\$86.00	\$0.00	0.00%	Cal OES	Daily
SEDAN	\$47.00	\$47.00	\$0.00	0.00%	Cal OES	Daily
SPORT UTILITY VEHICLE	\$96.00	\$96.00	\$0.00	0.00%	Cal OES	Daily
VAN	\$109.00	\$109.00	\$0.00	0.00%	Cal OES	Daily
WATER TENDER	\$28.70	\$28.70	\$0.00	0.00%	FEMA	Hourly
OTHER (3/4 ton and above)	\$96.00	\$96.00	\$0.00	0.00%	Cal OES	Daily
HAZMAT (Unit 4)	\$78.90	\$78.90	\$0.00	0.00%	FEMA	Hourly
HAZMAT (Unit 79)	\$78.90	\$78.90	\$0.00	0.00%	FEMA	Hourly
HAZMAT (Unit 204)	\$20.60	\$20.60	\$0.00	0.00%	FEMA	Hourly
HELICOPTER - BELL SUPER HUEY (1)	\$1,400.77	\$1,482.23	\$81.46	5.82%	OCFA	Hourly
HELICOPTER - BELL 412 (1)	\$3,494.50	\$3,954.61	\$460.11	13.17%	OCFA	Hourly
HELITANKER SIKORSKY S-61	N/A	\$4,000.00	N/A	N/A	OCFA CONTRACTOR	Hourly
HELICOPTER SIKORSKY S-76	N/A	\$3,000.00	N/A	N/A	OCFA CONTRACTOR	Hourly
FIXED WING TURBINE COMMANDER	N/A	\$2,500.00	N/A	N/A	OCFA CONTRACTOR	Hourly
FIXED WING WRAPER	N/A	\$673.00	N/A	N/A	OCFA CONTRACTOR	Hourly

Notes:

1. Helicopter rates are based on 20 years useful life without the pilot and crew chief (Captain). The new rate reflects average usage for the past four years.