



ORANGE COUNTY FIRE AUTHORITY

EXECUTIVE COMMITTEE

Regular Meeting

Agenda

Thursday, February 22, 2024

5:30 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

John O'Neill, Chair • Troy Bourne, Vice Chair
Dave Shawver • Shelley Hasselbrink • Donald P. Wagner
Noel Hatch • Mark Tettemer • Phil Bacerra • Vince Rossini
Ex Officio Member - Dennis Wilberg, Mission Viejo

NOTICE REGARDING PUBLIC ACCESS AND PARTICIPATION

This meeting is open to the public. Committee members will participate in person. There are several alternative ways to make comments including:

In Person Comments at Meeting: 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 Committee on items within their 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 Committee and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

If you wish to speak, 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 item being considered. Speaker Forms are available at the entryway of meeting location.

E-Comments: Alternatively, you may email your written comments to coa@ocfa.org. E-comments will be provided to the Committee members upon receipt and will be part of the meeting record as long as they are received during or before the Committee takes action on an item. Emails related to an item that are received after the item has been acted upon by the Committee will not be considered.

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 committee members 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 the 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>



In compliance with the Americans with Disabilities Act and [Board of Directors policy](#), if you need reasonable accommodations to participate in this meeting, please complete the [ADA Reasonable Accommodation Form](#) available on the Agency's website and email to COA@ocfa.org, or you may contact the Clerk of the Authority at (714) 573-6040 during regular business hours to submit your request orally. Please notify us at least 48 hours prior to the meeting to enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

CALL TO ORDER by Chair O'Neill

INVOCATION by OCFA Chaplain Kent Kraning

PLEDGE OF ALLEGIANCE by Director Tettermer

ROLL CALL by Clerk of the Authority

REPORT

A. Report from the Budget and Finance Committee

B. Quarterly Capital Improvement Program (CIP) Update

PUBLIC COMMENTS

Please refer to instructions on how to submit a public comment on Page 1 of this Agenda.

1. PRESENTATIONS

None.

2. CONSENT CALENDAR

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

A. Minutes for the Executive Committee Meeting

Submitted by: Maria D. Huizar, Clerk of the Authority

The record will show that any Director not in attendance at the meeting of the Minutes will be registered as an abstention, unless otherwise indicated.

Recommended Action:

Approve the Minutes for the January 25, 2024, Regular Meeting as submitted.

B. Second Quarter Financial Newsletter

Submitted by: Robert Cortez, Assistant Chief/Business Services Department, Tricia Jakubiak, Treasurer/Treasury & Financial Planning and Stuart Lam, Budget Manager/Treasury & Financial Planning

On February 14, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Director Nguyen absent).

Recommended Action:

Receive and file the report.

C. Second Quarter Purchasing Report

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Sara Kennedy, Purchasing Division Manager

On February 14, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Director Nguyen absent).

Recommended Action:

Receive and file the report.

D. Monthly Investment Reports

Submitted by: Robert Cortez, Assistant Chief/Business Services Department, Tricia Jakubiak, Treasurer/Treasury & Financial Planning and James Slobojan, Assistant Treasurer/ Treasury & Financial Planning

On February 14, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Director Nguyen absent).

Recommended Action:

Receive and file the reports.

E. Contract Award for Professional & Confidential Counseling Services

Submitted by: Stephanie Holloman, Assistant Chief/Human Resources Department and Rhonda Haynes, Risk Manager/Human Resources Department

Recommended Action:

Approve and authorize the Purchasing Manager to enter into a Professional Services Agreement with The Counseling Team International for Professional and Confidential Counseling Services for an amount not to exceed \$200,000.

F. Approval of Memorandum of Understanding Between the Orange County Fire Authority and the Consolidated Fire Protection District of Los Angeles County

Submitted by: Tim Perkins, Assistant Chief Field Operations South and Kyle Kuzma, Battalion Chief/Air Operations

Recommended Action:

Approve and authorize the Fire Chief to execute the Reimbursement Agreement by and between the Consolidated Fire Protection District of Los Angeles County and the Orange County Fire Authority for the use of Quick Reaction Force program assets.

G. Award of Contract for Enterprise Phone System

Submitted by: Jim Ruane, Assistant Chief/Business Services Department and Joel Brodowski, IT Division Manager/Logistics Department

Recommended Action:

Approve and authorize the Purchasing Manager to award the contract to Presidio West for an Enterprise Phone System in the amount of \$1,810,415.09.

H. Approval of Helopod License Agreement with Aliso Viejo Community Association

Submitted by: Jim Ruane, Assistant Chief/Business Services Department and Baryic Hunter, Division Chief/Division 5

Recommended Action:

Approve and authorize the Purchasing Manager to execute a license agreement with Aliso Viejo Community Association for the improvement and use of property for a helicopter water resupply station.

3. DISCUSSION CALENDAR

None.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next meeting will be a Regular Meeting of the Executive Committee on Thursday, March 28, 2024, at 5:30 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury and as required by the State of California, Government Code § 54954.2(a), that the foregoing Agenda was posted in the lobby and front gate public display case 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.

Maria D. Huizar, CMC
Clerk of the Authority

FUTURE EC AGENDA ITEMS – THREE-MONTH OUTLOOK:

- Monthly Investment Report
- Quarterly CIP Update
- 3rd Quarter Financial Newsletter
- 3rd Quarter Purchasing Report
- Award a contract to GE Tru-Choice for FireHawk Helicopter Engine Maintenance

UPCOMING MEETINGS:

Budget & Finance Committee

Wednesday, March 13, 2024, 12 noon

Legislative & Public Affairs Committee

Wednesday, March 20, 2024, 12 noon

Executive Committee

Thursday, March 28, 2024, 5:30 p.m.

Board of Directors

Thursday, March 28, 2024, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, January 25, 2024
5:30 P.M.**

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

CALL TO ORDER

Chair Rossini called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on January 25, 2024.

INVOCATION

The Invocation was led by Chaplain Ken Krikac.

PLEDGE OF ALLEGIANCE

Director Hasselbrink led the assembly in the Pledge of Allegiance.

ROLL CALL

Present: Vince Rossini, Villa Park, Chair
John O'Neill, Garden Grove, Vice Chair
Phil Bacerra, Santa Ana
Shelley Hasselbrink, Los Alamitos
Noel Hatch, Laguna Woods
Mark Tettemer, Lake Forest
Donald P. Wagner, County of Orange

Absent: Dave Shawver, Stanton

Also present were:

Deputy Chief Lori Zeller
Assistant Chief Lori Smith
Assistant Chief Jim Ruane
Assistant Chief Rob Capobianco
Assistant Chief Tim Perkins
General Counsel David Kendig

Deputy Chief TJ McGovern
Assistant Chief Robert Cortez
Assistant Chief Shane Sherwood
Assistant Chief Stephanie Holloman
Director of Communications Matt Olson
Clerk of the Authority Maria Huizar

A. Report from the Budget and Finance Committee

Budget and Finance Committee Chair O'Neill reported at its January 10, 2024, meeting, the Committee reviewed and by a unanimous vote recommended forwarding the Monthly Investment Reports to the Executive Committee to receive and file the reports.

PUBLIC COMMENTS

None.

1. PRESENTATIONS

None.

2. CONSENT CALENDAR

On motion of Director Tettemer and second by Director Bacerra approved 7-0 Agenda Item Nos. 2A-2F (Director Shawver absent).

A. Minutes for the Executive Committee Meeting (FILE 12.02A2)

The record will show that any Director not in attendance at the meeting of the Minutes will be registered as an abstention, unless otherwise indicated.

Action: Approve the Minutes for the November 16, 2023, Regular Meeting as submitted.

B. Monthly Investment Reports (FILE 11.10D2)

Action: Receive and file the reports.

C. Award of IFB #JA2653 Purchase of Two Aircraft Towing Tugs (FILE 19.10)

Action: Approve and authorize the Purchasing Manager to execute a Master Agreement with Proserv Aviation Holdings and issue a purchase order in the amount of \$185,856.00, for the purchase of two aircraft towing tugs.

D. Award of Contract for Fire Alarm System Services RFP RO2644 (FILE 19.07C)

Action: Approve and authorize the Purchasing Manager to enter into a Maintenance Agreement with HC Integrated Systems, Inc. for Fire Alarm System Services for an initial one-year term with the option of four (4) one-year renewals at an amount not to exceed \$300,000 annually (\$1,500,000 for the total five-year term).

E. Annual Renewal of Aviation Insurance (FILE 18.10A1)

Action: Approve and authorize the Fire Chief, or his designee, to bind the Aviation Insurance Program coverage with Chubb for the policy period February 2024, to February 2025, with a premium of \$715,411 (with the precise date of the policy period to match the date that OCFA takes delivery of the FireHawks).

F. Award of RFP# SK2595 Armed Physical Security Services (FILE 19.07B2)

Action:

1. Approve and authorize the Purchasing Manager to execute the proposed Security Services Agreement for Armed Physical Security and Security Management Services with Allied Universal for a three-year initial term plus two optional one-year renewals in an amount not to exceed \$495,000 annually (\$2,475,000 5-year aggregate).
2. Approve and authorize the Purchasing Manager to increase and extend the existing contract for unarmed physical security services with Allied Universal as needed to allow for the transition to the new contract for armed physical security services.

3. DISCUSSION CALENDAR

None.

COMMITTEE MEMBER COMMENTS

None.

ADJOURNMENT – Chair Rossini adjourned the meeting at 5:35 p.m. The next meeting will be a Regular Meeting of the Executive Committee on Thursday, February 22, 2024, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
February 22, 2024

Agenda Item No. 2B
Consent Calendar

Second Quarter Financial Newsletter

Contact(s) for Further Information

Robert Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012
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Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
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Stuart Lam, Budget Manager Treasury & Financial Planning	stuartlam@ocfa.org	714.573.6302
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Summary

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the second quarter of FY 2023/24.

Prior Board/Committee Action

On February 14, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Director Nguyen absent).

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

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

Attachment(s)

Second Quarter Financial Newsletter – July 2023 to December 2023



Orange County Fire Authority

Second Quarter Financial Newsletter – July 2023 to December 2023

OVERVIEW

This report covers fiscal activities in the General Fund and CIP Funds through the second quarter of Fiscal Year 2023/24. Budget figures include all budget adjustments authorized by the Board through the second quarter.

GENERAL FUND

With 50% of the year completed, General Fund revenues are 50.1% of budget and expenditures are 44.3% as shown below:

General Fund (excludes 12110)	YTD Actual	Budget	Variance in Dollars	% Budget
Revenues	287,948,355	574,683,360	286,735,005	50.1%
Expenditures	239,069,497	539,069,532	300,000,035	44.3%

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

Top Five Revenues	YTD Actual Receipts	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Property Taxes	178,660,771	173,774,162	4,886,609	2.8%
Cash Contracts	82,630,834	82,738,933	(108,099)	-0.1%
State Reimbursements	13,031,566	12,800,000	231,566	1.8%
CRA Pass-through	481,617	459,599	22,018	4.8%
Community Risk Reduction Fees	3,617,306	3,472,469	144,837	4.2%
Total	278,422,094	273,245,163	5,176,931	1.9%

- **Property Taxes** – The variance in property taxes of approximately \$4.9 million, or 2.8%, is a result of higher than anticipated secured and unsecured property tax revenue. Based on data from the Auditor-Controller, OCFA projects property taxes will be \$6.4 million higher than originally anticipated. As such, staff is recommending a mid-year budget adjustment to Property Tax.

Expenditures. The analysis presented on the following page compares the actual expenditures through the second quarter, as compared to the budgetary estimate for this point in the fiscal year. Categories in which the variance is greater than 10% or \$1 million, are discussed below the table.

Expenditures by Department	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Business Services	3,654,558	3,758,118	(103,560)	-2.8%
Command & Emergency Planning	4,387,690	4,467,537	(79,847)	-1.8%
Community Risk Reduction	5,785,381	6,269,485	(484,105)	-7.7%
Corporate Communications	1,529,053	1,519,474	9,579	0.6%
EMS & Training	7,262,907	7,275,894	(12,987)	-0.2%
Executive Management	3,873,846	3,561,349	312,497	8.8%
Human Resources	8,214,380	7,609,622	604,758	7.9%
Logistics	20,801,996	20,919,531	(117,536)	-0.6%
Non-Departmental	148,511	142,183	6,328	4.5%
Field Operations North	82,948,628	79,382,424	3,566,204	4.5%
Field Operations South	100,179,959	99,122,190	1,057,769	1.1%
Strategic Services	282,589	286,300	(3,711)	-1.3%
Total	239,069,497	234,314,107	4,755,390	2.0%

- **Operations North and Operations South** – Both departments are exceeding budget estimates for the second quarter primarily due to a high volume of backfill/overtime expenditures. Most of the budgetary variance is due to overtime costs incurred for emergency incidents which will be reimbursed. Major incidents in FY 2023/24 include the Bonny, Happy Camp Complex, Rabbit, Smith River Complex, South Fork Complex, and SRF Lightning Complex fires. Overtime expenditures will continue to be monitored and a mid-year budget adjustment will be requested.

Expenditures by type are outlined below, with exception details following the table:

Expenditures by Type	YTD Actual Expenditures	Trended YTD Budget Estimate	Variance: Actual to Budget in Dollars	% Variance
Salary and Employee Benefits	204,191,366	193,278,986	10,912,380	5.6%
Services and Supplies	34,150,372	39,236,542	(5,086,170)	-13.0%
Equipment	727,759	1,798,579	(1,070,820)	-59.5%
Total	239,069,497	234,314,107	4,755,390	2.0%

- **Salary & Employee Benefits** – This category is trending over budget estimates for the second quarter by approximately \$10.9 million or 6%. This is primarily due to a high volume of backfill/overtime expenditures. Most of the budgetary variance is due to overtime costs incurred for emergency incidents which will be reimbursed. Major incidents in FY 2023/24 include the Bonny, Happy Camp Complex, Rabbit, Smith River Complex, South Fork Complex, and SRF Lightning Complex fires. Overtime expenditures will continue to be monitored and a mid-year budget adjustment will be requested.

- **Services & Supplies** – This category is trending under budget estimates by approximately \$5.1 million or 13% due to various departments spending less than projected on services and supplies through the second quarter.
- **Equipment** – This category is trending under budget estimates by approximately \$1.1 million or 60% due to various departments spending less than projected on equipment through the second quarter.

CIP FUNDS

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

General Fund CIP

Fund 12110	YTD Actual	Budget	Percent
Expenditures	4,342,590	16,677,529	26.0%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$16.7 million include funding for upgrades, routine maintenance and replacement of equipment such as: enterprise phone/public address system upgrade, inclusive facilities projects, fire station remodels and concrete/asphalt repair, fire station appliance, HVAC, generator and bay door refurbishment/replacement, FS 41 aircraft landing improvements, data network upgrades, fire shelters, body armor, exhaust fans, air monitors, suction units, remote rescue packs, telephone/alarm system upgrades, RFOTC secure vehicular access, station security fencing, replacement of PCs, laptops, tablets, printers, radios, and mobile data computers.
- Expenditures of approximately \$4.3 million are attributable to telephone/alarm systems upgrades, inclusive facilities, data network servers and upgrades, mobile CAD and personnel alerting systems, fire station remodels, replacement of PCs, tablets and printers, radios, mobile data computers, and HVAC & generator replacement.

Fire Stations and Facilities

Fund 123	YTD Actual	Budget	Percent
Revenue	1,435,398	781,243	183.7%
Expenditures	149,027	24,375,225	0.6%

- Revenues in this fund are attributable to interest earned through the second quarter and Cal Fire contract revenue of \$73K.
- Appropriations of \$24.4 million include funding for replacement of FS 10 and FS 25, remodel of FS 9, infrastructure security enhancements, RFOTC training grounds expansion and upgrade, and solar power facilities upgrades for RFOTC and various fire stations.

- Expenditures of approximately \$149K are primarily attributable to RFOTC training grounds expansion and upgrade and FS 18 upgrades.

Communications & Information Systems

Fund 124	YTD Actual	Budget	Percent
Revenue	170,384	101,026	168.7%
Expenditures	494,759	8,872,908	5.6%

- Revenues in this fund are attributable to interest earned through the second quarter.
- Appropriations of \$8.9 million include funding for: disaster recovery co-location facility, CRR automation/IFP replacement, EMS enterprise system development, enterprise audio video equipment upgrades, fuel management tracking system, 911 voice recording system, RFOTC data center fire suppression system upgrade, and public website content management system.
- Year to date expenditures of \$495K are attributable mainly to EMS enterprise system development and CRR automation/IFP replacement, disaster recovery co-location facility.

Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	1,929,338	4,635,580	41.6%
Expenditures	4,142,600	19,142,750	21.6%

- The Fund 133 revenue budget includes vehicle replacement program payments from cash contract cities and interest earned through the second quarter.
- Appropriations of \$19.1 million include vehicle outfitting, 2 helicopters, 9 engines, 1 dozer transport trailer, 4 superintendent vehicles, 3 technical rescue support vehicles, 2 paramedic squads, 5 full-size vehicles, 2 towing tugs and 36 support vehicles. Also included in this Fund is \$4.9M in debt service for the Helicopter Program.
- Expenditures through the second quarter of \$4.1 million are primarily related to landing gear installation and training for the Helicopter Program in anticipation of the new helicopters, 10 support vehicles and 5 emergency vehicles, and miscellaneous outfitting expenses for fleet vehicles.

SUMMARY

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

2nd Quarter July 2023 to December 2023

Financial Newsletter

Summary

The Quarterly Financial Newsletter provides summary level information regarding the General Fund (GF) operating budget and Capital Improvement Program (CIP) budget to highlight revenue and expenditure trends and areas of note.

With the 2nd Quarter (i.e. 50%) of the fiscal year completed, both General Fund actual revenues and actual expenditures are slightly higher than budgetary estimates. As of the end of the second, the OCFA received 50.1% of budgeted revenues and expended 44.3% of appropriations.

The OCFA expended 26.0% of the GF CIP, 0.6% of Fire Stations & Facilities, 5.6% of Comm. & Info. Systems, and 21.6% of the Fire Apparatus budgets. CIP expenditures to date have been low as many projects are still in the preliminary stages.

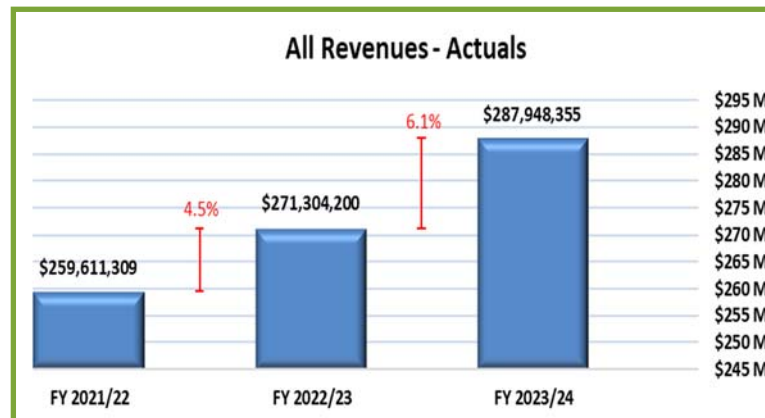
For additional info, see attached newsletter.



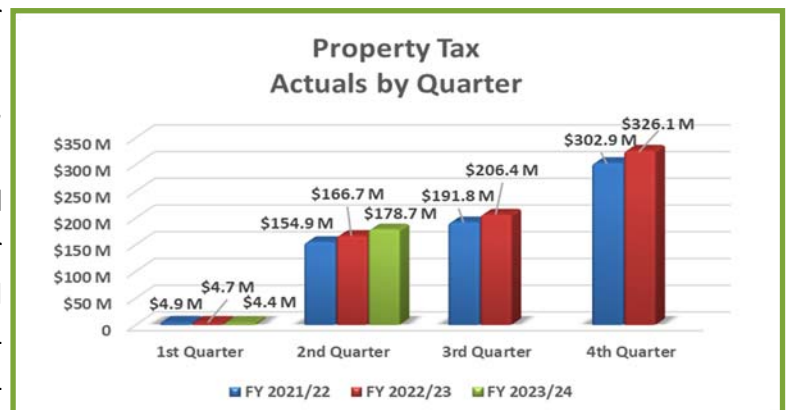
General Fund

REVENUES — General Fund revenues received as of the 2nd quarter amounted to

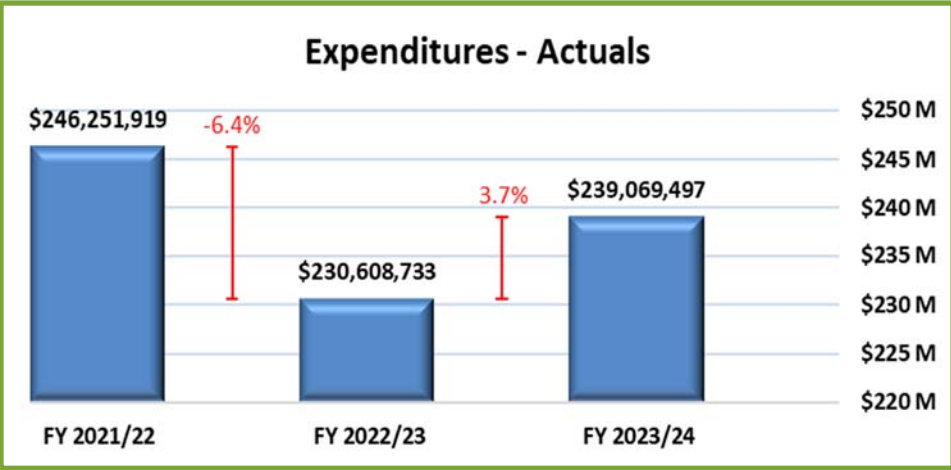
\$287.9 million, approximately 6.1% higher than the prior year. The increase is mostly due to increased secured property tax revenue, Cash Contract City revenue, and CalFire contract revenue receipts.



For the 2nd quarter of fiscal year 2023/24, secured property tax, which represents approximately 95% of budgeted property tax revenue, is \$14.0 million higher when compared to the prior year. Based on data from the Auditor-Controller, OCFA projects overall property tax revenue will be \$6.4 million higher than originally anticipated and staff will be requesting a mid-year budget adjustment in March.

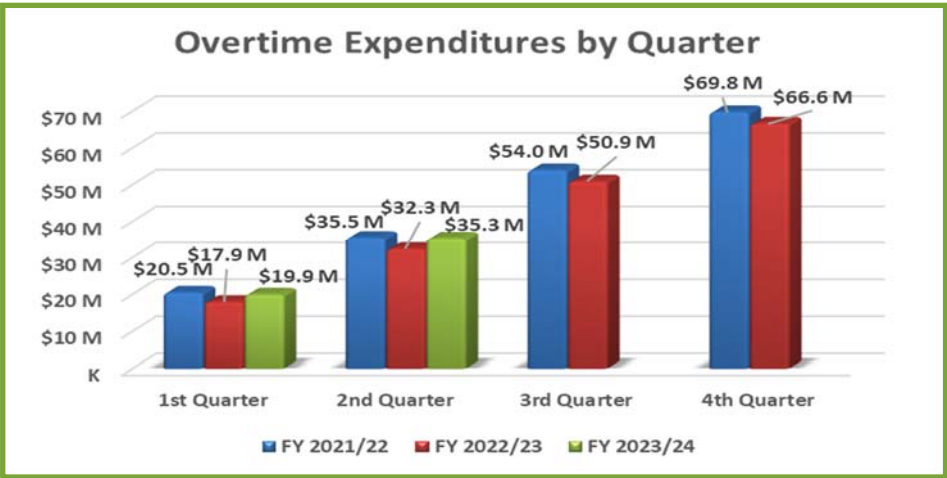


EXPENDITURES — General Fund expenditures through the 2nd quarter amounted to \$239.1 million and reflect



an increase of 3.7% when compared to the prior fiscal year. Initial budget estimates projected 2nd quarter expenditures ending at \$234.3 million. Higher than anticipated back-fill/overtime expenditures were the main driver. Services and supplies and equipment expenditures are trending lower than the budgetary estimates.

The following Overtime Expenditures by Quarter chart captures historical cumulative overtime expenditures from fiscal year 2021/22 through the 2nd quarter of fiscal year 2023/24. Actual overtime expenditures are \$3.0 million higher than last year. Overtime expenses increased this year over last primarily due to additional resources sent out of county for emergency incidents. Major incidents this fiscal year include the Bonny, Happy Camp Complex, Rabbit, Smith River Complex, South Fork Complex, and SRF Lightning Complex fires. These emergency incident overtime expenditures are reimbursable. Overtime expenditures will continue to be monitored and a mid-year budget adjustment will be requested.



We hope you have found this summary information illustrative and useful. Additional detailed information is included in following Newsletter pages, including progress for each of the CIP funds.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
February 22, 2024

Agenda Item No. 2C
Consent Calendar

Second Quarter Purchasing Report

Contact(s) for Further Information

Robert Cortez, Assistant Chief
Business Services Department

robertcortez@ocfa.org

714.573.6012

Sara Kennedy, Purchasing
Division Manager

sarakennedy@ocfa.org

714.573.6641

Summary

This routine agenda item is submitted to provide information regarding purchases made within management authority during the second quarter of FY 2023/24.

Prior Board/Committee Action

On June 24, 2021, the Board of Directors approved the content format contained herein for future quarterly purchasing reports.

On February 14, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Director Nguyen absent).

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Purchasing Ordinance No. 009 (Ordinance) and the Roles/Responsibilities/Authorities Matrix (Matrix) provides the Chief Procurement Officer (Purchasing Manager) with authority to enter into various types of agreements at varying amounts. This authority includes the procurement of items previously approved by the Board of Directors as part of the annual adoption of the budget provided that the contract results from a competitive solicitation. Furthermore, as per Section 1-20 Small Purchases provision of the Ordinance, any contract for the purchase of supplies, equipment, maintenance, and services not exceeding \$50,000 may be made by the Chief Procurement Officer in accordance with the small purchase procedures authorized in the Ordinance. For public works projects, the statutory threshold is established by the CA Public Contract Code at \$60,000.

The Quarterly Purchasing Report provides a list of all purchase orders and blanket orders entered into under the Purchasing Manager authority during the period of October 1, 2023, December 31, 2023.

Attachment(s)

Second Quarter Purchasing Report – October 1, 2023 to December 31, 2023

Purchasing Report
2nd Quarter - FY 2023/24

- This report reflects all POs/BOs issued within management authority, including those that may have been cancelled or replaced by another PO or BO. These records will show as duplications in the report, but are in fact replacements.
- Management authority includes the procurement of items previously approved by the Board of Directors as part of the annual adoption of the budget provided that the contract results from a competitive solicitation.
- Amount column reflects the procurement value. Actual expenditures made against the contract may be lower.
- Vendor Name column display of "error" or the phrase "do not use" appears when a vendor has since changed their name or corporation status.
- PO/BO amounts of \$0 or \$.01 are often issued as place holders to record the terms and conditions of no-cost transactions, or may appear when the POs/BO balance is reduced to zero.
- POs starting with the letter "Q" are issued as part of the fiscal year end process to roll forward encumbrances issued in a prior fiscal year for projects still in progress.

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
10/1/2023	B01700-7	\$10,000	Logistics Department	SO CAL PROPERTY SERVICES	STREET SWEEPER SERVICES	
10/1/2023	B02057-4	\$30,000	Logistics Department	H&H AUTO PARTS WHOLESale	ODYSSEY AUTOMOTIVE BATTERIES AS-NEEDED	JA2381
10/1/2023	B01626-8	\$6,000	Operations Department - South	ORBITAL SATCOM CORP	AIRTIME SERVICE - INMARSET BGAN 710 TERMINALS	
10/1/2023	B02381-1	\$95,000	EMS & Training Department	LIFE ASSIST, INC.	AMBU BLUESENSOR M ELECTRODES	JA2569
10/1/2023	B01627-8	\$9,000	Business Services Department	FINANCIAL CREDIT NETWORK, INC.	COLLECTION SERVICE AGENCY	
10/1/2023	B02214-2	\$10,000	Logistics Department	ROKFORM	PHONE ACCESSORIES FOR PHONE CASES, CHARGERS, SCREEN PROTECTORS, ETC	
10/1/2023	B02365-1	\$200,000	Operations Department - South	WILLIAMS & MAHER INC	ELECTRICAL MAINTENANCE AND REPAIR SERVICES	RO2552
10/1/2023	B02112-3	\$4,000	Logistics Department	AUTO CHEK CENTERS, INC.	AS-NEEDED VEHICLE SMOG CERTIFICATION SERVICES	
10/1/2023	B02364-1	\$50,000	EMS & Training Department	FREEMOTION FITNESS	FITNESS EQUIPMENT	RO2568
10/1/2023	B02102-3	\$5,000	Operations Department - South	LINEGEAR FIRE & RESCUE	WIDE AREA SEARCH BOOTS FOR USAR	
10/1/2023	B02539	\$32,000	Operations Department - South	TEXAS A&M ENGINEERING EXTENSION SERVICE	ARFF PROGRAM TRAINING COURSE TUITION	
10/1/2023	B02372-1	\$20,000	EMS & Training Department	FITNESS SUPERSTORE, INC.	FITNESS EQUIPMENT	
10/1/2023	B02526	\$100,000	Human Resources Department	SINTRA GROUP INC.	AS-NEEDED COMPREHENSIVE PRE-EMPLOYMENT BACKGROUND INVESTIGATIVE SERVICES	JA2583
10/1/2023	B02527	\$100,000	Human Resources Department	JENNIFER LYNN WREN	AS-NEEDED COMPREHENSIVE PRE-EMPLOYMENT BACKGROUND INVESTIGATIVE SERVICES	JA2583
10/1/2023	B02525	\$100,000	Human Resources Department	RCS INVESTIGATIONS AND CONSULTING	AS-NEEDED COMPREHENSIVE PRE-EMPLOYMENT BACKGROUND INVESTIGATIVE SERVICES	JA2583
10/2/2023	P0015673	\$2,259	EMS & Training Department	DQE INC.	LFC DECON SHOWER REPLACEMENT	
10/2/2023	P0015674	\$44,075	Command & Emergency Planning Div	KIM TURNER, LLC	ECC CONSULTING SERVICES	
10/2/2023	B02024-4	\$650,000	Logistics Department	GALLS LLC	UNIFORMS, FOOTWEAR, ACCESSORIES, AND TAILORING	SK2352
10/2/2023	B01853-6	\$5,373	Community Risk Reduction Department	CORELOGIC INFORMATION SOLUTIONS, INC.	REAL QUEST MEMBERSHIP SUBSCRIPTION	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
10/2/2023	P0015672	\$3,475	Operations Department - South	VERNE'S PLUMBING, INC.	PLUMBING UPGRADES FOR APPLIANCES FS58	
10/2/2023	P0015675	\$1,286	EMS & Training Department	HOME DEPOT	BUNK OF OSB FOR VENT TRAILER TRAINING	
10/3/2023	P0015677	\$2,874	Operations Department - South	CARBON BULK SALES LLC	MULTIRAE DETECTION SENSORS	
10/3/2023	P0015676	\$31,213	Logistics Department	GROWBIGOGH, INC	DUSTLESS TREATMENT FOR FS41	
10/3/2023	P0015678	\$6,585	Logistics Department	WILLIAMS & MAHER INC	APPARATUS BAY ALERT LIGHTS - FS18, FS36, & FS42	
10/3/2023	P0015679	\$2,568	Logistics Department	WILLIAMS & MAHER INC	RELOCATE ELECTRICAL FOR AIR COMPRESSOR TO ADJECENT ROOM - FS04	
10/4/2023	P0015681	\$1,034	Operations Department - South	DJI TECHNOLOGY INC	M210 REPAIR (BATTERY MALFUNCTION / REPLACEMENT)	
10/4/2023	B02371-1	\$20,000	EMS & Training Department	COMBAT BRANDS, LLC	FITNESS EQUIPMENT	R02568
10/4/2023	B01701-7	\$3,445	Logistics Department	SRP COMPUTER SOLUTIONS, INC	ANNUAL LICENSE RENEWAL - OPENSIGHT WORKS	
10/4/2023	P0015680	\$3,210	Logistics Department	PACIFIC PLUMBING COMPANY	BOTTLE FILLER INSTALL AT RFOTC	
10/5/2023	B01981-4	\$50,000	Community Risk Reduction Department	DENNIS GRUBB & ASSOCIATES, A WILDAND ENGINEERING CC	OFF-SITE PLAN REVIEW SERVICES	RO2367
10/5/2023	B02528	\$36,400	Human Resources Department	LEXIPOL	MOBILE WELLNESS APP	
10/5/2023	B02359-2	\$9,000	Logistics Department	THE PRINTERY, INC.	BUSINESS CARDS	
10/5/2023	B02022-4	\$10,000	Logistics Department	FRS ENVIRONMENTAL INC.	PARTS WASHER SERVICES AND TRANSPORTATION	
10/5/2023	P015191	\$8,000	Logistics Department	G2 SOLUTIONS GROUP, INC.	ENGINEERING SERVICES FOR TRAINING GROUNDS	
10/6/2023	P0015684	\$4,836	Logistics Department	WILLIAMS & MAHER INC	ALERTING PREPARATION NEEDS FOR WESTNET UPGRADE	
10/6/2023	P0015685	\$40,405	Operations Department - South	DLX ENTERPRISES LLC DBA DEPLOYED LOGIX	ASAP SERIES SHELTER & ACCESSORIES	
10/10/2023	P0015686	\$7,277	Logistics Department	OC RUGGED INC	RAM MOUNTS FOR IPAD MOUNTING IN VEHICLES	
10/10/2023	P0015687	\$7,590	Human Resources Department	CORINNE BENDERSKY	DE&I TRAINING FOR OCFA NON-SAFETY MANAGERS	
10/10/2023	B02130-3	\$10,000	Operations Department - South	DIAMOND GLASS	GLASS REPAIR AND REPLACEMENT SERVICES	
10/11/2023	P0015691	\$1,870	Logistics Department	OHD, LLLP	ANNUAL CALIBRATION SERVICE FOR SCBA MASK QUANTIFIT TEST MACHINES	
10/11/2023	B02324-2	\$38,463	Logistics Department	DELL MARKETING, L.P.	VMWARE SOFTWARE & SUPPORT	COOPERATIVE
10/11/2023	P0015690	\$3,831	Logistics Department	AMERICAN AUTOMATIC DOORS, INC	DOOR SEAL REPLACEMENTS - DATA CENTER RFOTC	
10/11/2023	P0015692	\$17,400	Logistics Department	SIGNATURE PAINTING, INC.	FIRE STATION EXTERIOR PAINTING FS28	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
10/12/2023	B02535	\$30,000	Logistics Department	SAFETY-KLEEN SYSTEMS INC	MOTOR OILS AND FLUIDS	LK2585A
10/12/2023	B02533	\$30,000	Logistics Department	SALTCHUK RESOURCES INC	MOTOR OILS AND FLUIDS	LK2585A
10/12/2023	B02534	\$15,000	Logistics Department	AAA OIL, INC.	MOTOR OILS AND FLUIDS	LK2585A
10/12/2023	B02403-1	\$5,000	Logistics Department	CARASOFT TECHNOLOGY CORPORATION	DOCUSIGN ENTERPRISE SOFTWARE LICENSES AND SUPPORT	COOPERATIVE
10/12/2023	P0015688	\$9,460	EMS & Training Department	ATG BUDDIES LLC	ATG FITNESS EQUIPMENT	
10/12/2023	B01944-4	\$29,000	Logistics Department	CONWAY SHIELD	LEATHER HELMET SHIELDS AND SIDEBARDS	SK2346
10/12/2023	B02532	\$15,000	EMS & Training Department	FIREFIGHTERS RESEARCH & EDUCATION	PERSONNEL EXPOSURE REPORTING	
10/12/2023	B02536	\$8,000	EMS & Training Department	PALOMAR COMMUNITY COLLEGE DISTRICT	PARAMEDIC SCHOOL TUITION	
10/12/2023	P0015694	\$2,015	Operations Department - North	ESSENTIAL PACKS LLC	CERT PROGRAM KITS	
10/12/2023	P0015695	\$9,976	Logistics Department	WILLIAMS & MAHER INC	ALERTING PREPARATION NEEDS FOR WESTNET UPGRADE FS10	
10/16/2023	B01881-6	\$10,000	Business Services Department	QUADIENT INC	MAILING EQUIPMENT - ANNUAL MAINTENANCE FEES	
10/16/2023	B01669-7	\$39,842	Logistics Department	AT&T	AT&T VOICE MAINTENANCE SOLUTIONS - ESSENTIALS PLUS FOR CS1000M PHONE SYSTEM	COOPERATIVE
10/16/2023	P0015696	\$10,445	Operations Department - South	DELL MARKETING, L.P.	TASK FORCE LAPTOPS	
10/16/2023	P0015697	\$9,659	Operations Department - South	STRATEGIC OPERATIONS, INC	MEDICAL TRAINING MATERIALS	
10/17/2023	P0015698	\$5,899	Operations Department - North	AZTEC TECHNOLOGY CORPORATION	CERT STORAGE CONTAINER	
10/17/2023	P0015700	\$40,405	Operations Department - South	DLX ENTERPRISES LLC DBA DEPLOYED LOGIX	ASAP SERIES SHELTER & ACCESSORIES	
10/18/2023	P0015703	\$1,454	Operations Department - South	LINEGEAR FIRE & RESCUE	RINGERS RESCUE GLOVES	
10/18/2023	P0015693	\$6,616	EMS & Training Department	ANIMALHOUSE VENTURES INC	FITNESS EQUIPMENT	
10/18/2023	B02367-1	\$20,000	EMS & Training Department	LIFECORE FITNESS INC.	FITNESS EQUIPMENT	RO2568
10/18/2023	P0015704	\$6,057	Operations Department - South	EDISON TRUCK AND BUS DRIVING SCHOOL	COMMERCIAL DRIVING SCHOOL	
10/18/2023	B01983-4	\$40,000	Community Risk Reduction Department	BUREAU VERITAS NORTH AMERICA INC	OFF-SITE PLAN REVIEW SERVICES	RO2367
10/18/2023	B02377-1	\$130,000	Operations Department - North	AMERICAN ENGRAVING COMPANY	EMBROIDERY, PRINTING, AND BINDING SERVICES	LK2570
10/18/2023	B01535-9	\$10,000	Business Services Department	HILL'S BROS. LOCK & SAFE INC.	LOCKSMITH SERVICES, PARTS, AND REPAIR	
10/18/2023	P0015701	\$7,224	Operations Department - South	LN CURTIS & SONS	ROPE RESCUE EQUIPMENT	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
10/18/2023	P0015702	\$2,260	Logistics Department	WESTNET	WESTNET ALERTING SYSTEM UPGRADES FS84	
10/18/2023	P015483	\$2,156	Logistics Department	CONSOLIDATED STORAGE COMPANIES	HEAVY DUTY RACK SHELVES FOR SERVICE CENTER	
10/19/2023	B02253-2	\$50,000	Logistics Department	METRO FLUID CONNECTORS INC	HYDRAULIC CYLINDER REPAIR AND ACCESSORIES	
10/19/2023	B02540	\$0	Logistics Department	RADIOTRONICS	ACE K9 MONITORING SOFTWARE	
10/19/2023	P0015705	\$4,394	EMS & Training Department	BOUND TREE MEDICAL LLC	INFANT WARMER	
10/19/2023	P0015706	\$9,500	Logistics Department	CONCEPT PAVING SOLUTIONS	SEAL AND RE-STRIPE PARKING LOT	
10/19/2023	P0015707	\$8,100	Human Resources Department	SAMUEL D. HEATON	COURAGEOUS CONVERSATION CLASSES	
10/20/2023	B02542	\$81,000	Logistics Department	DAN ENTERPRISES TEAM	FIRE AND RESCUE TOOLS/EQUIPMENT AS-NEEDED	JA2619
10/20/2023	P0015710	\$5,666	Logistics Department	ONESOURCE DISTRIBUTORS, LLC	CHARGERS FOR BATTERY OPERATED FANS AND CORDLESS TOOLS	
10/20/2023	B02541	\$225,000	Logistics Department	LN CURTIS & SONS	FIRE AND RESCUE TOOLS/EQUIPMENT AS-NEEDED	JA2619
10/20/2023	P0015708	\$12,404	EMS & Training Department	MCKESSON MEDICAL-SURGICAL	HALF MASKS FOR OPS PERSONNEL	
10/23/2023	B02547	\$135,020	EMS & Training Department	TARGETSOLUTIONS LEARNING, LLC	ONLINE TRAINING AND RECORDS MANAGEMENT SYSTEM	COOPERATIVE
10/23/2023	P0015711	\$14,301	Operations Department - North	LN CURTIS & SONS	LEVEL A SUITS FOR OCFA HAZMAT TEAM	
10/23/2023	B01959-3	\$3,600	EMS & Training Department	PROPROFS	QUIZMAKER SOFTWARE FOR TRAINING SECTION	
10/24/2023	P0015699	\$920	Operations Department - South	NORTH AMERICAN RESCUE HOLDINGS LLC	ACTIVE SHOOTER TRAINING SUPPLIES	
10/25/2023	P0015712	\$9,833	Operations Department - North	AIRGAS, INC	CHEMICAL GLOVES FOR HMRT	
10/25/2023	B02034-4	\$5,200	Operations Department - North	EVOQUA WATER TECHNOLOGIES	DEIONIZED WATER SYSTEM RENTAL AND MAINTENANCE - HAZMAT	
10/25/2023	P0015713	\$10,000	Logistics Department	LARRSON, TOBY	WINDOW TINTING FOR DODGE RAMS	
10/26/2023	B02383-1	\$50,000	Operations Department - South	HARBOR POINTE A/C & CONTROLS	AIR COMPRESSOR REPAIR AND MAINTENANCE	RO2563
10/26/2023	P0015715	\$9,542	Operations Department - North	THE MACHADO ENVIRONMENTAL CORPORATION	CLEANING OF HVAC DUCTING THROUGHTOUT FS 2	
10/26/2023	P0015716	\$9,450	Operations Department - South	THE MACHADO ENVIRONMENTAL CORPORATION	CLEANING OF HVAC DUCTING THROUGHOUT FS 26	
10/26/2023	P0015717	\$5,286	Logistics Department	AMDOR LLC	LUMABARS FOR FLEET STOCK	
10/30/2023	B02035-2	\$638	Logistics Department	PDQ.COM CORPORATION	PDQ INVENTORY TRACKING SOFTWARE	
10/30/2023	P0015719	\$9,303	Operations Department - South	BMK VENTURES, INC	ACTIVE SHOOTER TRAINING SUPPLIES	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
10/30/2023	B02548	\$19,399	Business Services Department	PITNEY BOWES, INC.	POSTAGE FOLDER/INSERTER SYSTEM	COOPERATIVE
10/30/2023	B01692-7	\$5,000	Logistics Department	BAY ALARM COMPANY	FIRE/INTRUSION ALARM SERVICES - USAR WAREHOUSE	
10/30/2023	P0015718	\$8,031	Operations Department - South	CALWEN INC	TRT EQUIPMENT FOR PART-TIME MEMBERS	
10/31/2023	B02518	\$80,000	Logistics Department	MASTERCORP COMMERCIAL SERVICES LLC	CARPET AND UPHOLSTERY CLEANING SERVICES	LK2589A
10/31/2023	P0015720	\$50,000	Logistics Department	COAR DESIGN GROUP	CONCEPTUAL SITE DRAWINGS TRAINING GROUNDS PH 2	RO2584
11/1/2023	B02054-4	\$11,100	Logistics Department	FLYCAST PARTNERS INC.	IT INVENTORY MANAGEMENT SYSTEM SOFTWARE	JA2419
11/1/2023	B02032-4	\$100,000	Human Resources Department	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	AS-NEEDED INDEPENDENT INTERNAL AFFAIRS INVESTIGATIVE SERVICES	JA2358
11/1/2023	B02190-3	\$7,000	Operations Department - South	CITY OF FULLERTON	JET FUEL FLOWAGE FEES AT FULLERTON AIRPORT	
11/1/2023	B02410-1	\$30,000	Operations Department - South	FEDERAL EXPRESS CORPORATION	SMALL PACKAGE DELIVERY SERVICE	COOPERATIVE
11/1/2023	B02009-4	\$7,117	Logistics Department	KAMBRIAN CORPORATION	ACTIVE ADMINISTRATION MAINTENANCE RENEWAL	
11/1/2023	B02461-1	\$200,000	Logistics Department	SAMSARA, INC	FLEET GPS TRACKING	COOPERATIVE
11/1/2023	B02409-1	\$20,000	Logistics Department	UNITED PARCEL SERVICE	SMALL PACKAGE DELIVERY SERVICE	COOPERATIVE
11/1/2023	B02107-3	\$2,500	Operations Department - South	CAMP SYSTEMS INTERNATIONAL INC.	ANNUAL SUBSCRIPTION FOR ENGINE HEALTH MONITORING FOR AIR OPS PROGRAM	
11/1/2023	B02394-1	\$10,000	Logistics Department	PRESIDIO HOLDINGS INC.	VOIP SUPPORT SERVICES	COOPERATIVE
11/1/2023	B02064-4	\$130,000	Logistics Department	LINEGEAR FIRE & RESCUE	WILDLAND FIREFIGHTING BOOTS	SK2409
11/1/2023	B02289-2	\$50,000	Logistics Department	DESIGN A WINDOW & INTERIORS	CUSTOM WINDOW SHADES	RO2525
11/1/2023	B01876-5	\$100,000	Logistics Department	CDW GOVERNMENT	COMPUTER PARTS, ACCESSORIES, AND SOFTWARE	COOPERATIVE
11/1/2023	B02549	\$80,000	Logistics Department	FAILSAFE TESTING- JUSTIN HILL	GROUND LADDER INSPECTION AND CERTIFICATION SERVICE	JA2629
11/1/2023	B02285-2	\$30,000	EMS & Training Department	IMAGETREND, INC	AGENCY VALIDATION RULES ON OCMEDS SITE	
11/1/2023	B01629-8	\$50,000	Community Risk Reduction Department	PTI SAND & GRAVEL INC.	FILL SAND AND SANDBAGS	COOPERATIVE
11/1/2023	P0015721	\$1,489	Logistics Department	HILL'S BROS. LOCK & SAFE INC.	REPLACE GATE DOOR/LOCK - TEMP 24	
11/1/2023	B02378-1	\$5,000	Logistics Department	TELEDYNE FLIR COMMERCIAL SYSTEMS, INC	K65 FLIR CAMERA SERVICE AND REPAIRS	
11/1/2023	B01550-7	\$56,512	Human Resources Department	GOVERNMENTJOBS.COM, INC.	ONLINE PERFORMANCE EVALUATION/RECRUITING SOFTWARE	COOPERATIVE
11/1/2023	B01893-5	\$39,019	Logistics Department	CDW GOVERNMENT	CROWDSTRIKE ANTI-VIRUS SOFTWARE	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
11/1/2023	P0015722	\$9,947	Logistics Department	HARBOR POINTE A/C & CONTROLS	HVAC CONTROL UPGRADE - RFOTC BLDG - C	
11/2/2023	B01992-4	\$11,400	Community Risk Reduction Department	DOI/BLM	FIRE WEATHER STATION (RAWS) COLLECTION AGREEMENT	
11/2/2023	B02272-2	\$10,000	Logistics Department	PAINTING & DECOR INC.	MAINTENANCE/REPAIR OF PATCH WORK AND PAINTING AS-NEEDED AT OCFA FACILITIES	
11/2/2023	P0015723	\$12,825	Logistics Department	SUTPHEN CORPORATION	CHANGE ORDER FOR MID MOUNT TRUCK BUILD	JA2500
11/2/2023	P0015726	\$13,282	Logistics Department	PRESIDIO HOLDINGS INC.	FIRE STATION PHONE SYSTEM FOR IT STOCK	COOPERATIVE
11/3/2023	B02388-1	\$50,000	EMS & Training Department	LIFE ASSIST, INC.	EMS PHARMACEUTICALS	
11/3/2023	P0015724	\$21,780	Operations Department - South	RIDENOW SOCAL	FEMA US&R UTV	
11/3/2023	P0015725	\$5,519	Logistics Department	ONESOURCE DISTRIBUTORS, LLC	NEW SAWZALLS TO REPLACE CURRENT 28V SYSTEM	
11/3/2023	P0015727	\$6,647	Logistics Department	SHAMROCK SUPPLY COMPANY INC	EXTRICATION GLOVES NEEDED FOR STOCK	
11/3/2023	P0015728	\$46,195	Logistics Department	ALLSTAR FIRE EQUIPMENT	SCBA MASKS	
11/3/2023	B02389-1	\$50,000	EMS & Training Department	TS PHARM	EMS PHARMACEUTICALS	
11/3/2023	B02044-4	\$320,000	EMS & Training Department	BOUND TREE MEDICAL LLC	EMS SUPPLIES	SK2379
11/3/2023	B02387-1	\$50,000	EMS & Training Department	BOUND TREE MEDICAL LLC	EMS PHARMACEUTICALS	
11/3/2023	B02385-1	\$30,000	Executive Management	AMERICAN ENGRAVING COMPANY	PRINTING SERVICES	RFP LK2570
11/3/2023	P0015729	\$3,988	Logistics Department	SERVICE KING PAINT AND BODY	VEHICLE WORK ON 2016 CHEV COLORADO	
11/6/2023	B01917-4	\$1,000	Operations Department - South	NALCO WATER PRETREATMENT SOLUTIONS	WATER TREATMENT SERVICES	
11/6/2023	B01811-6	\$28,000	Logistics Department	PULSEPOINT FOUNDATION	PULSEPOINT ANNUAL LICENSING MAINTENANCE/SUPPORT	
11/7/2023	B02052-4	\$81,000	Business Services Department	HARRIS & ASSOCIATES, INC.	PROPERTY TAX ANALYSIS AND COMMUNITY REDEVELOPMENT AGENCY PASS-THROUGH ESTIMATION SERVICES	JA2388
11/7/2023	B01908-5	\$9,894	Logistics Department	KAMBRIAN CORPORATION	PRINTER LOGIC MAINTENANCE AND PRO SUPPORT	
11/7/2023	B01628-8	\$10,000	Logistics Department	POLY-CORR INDUSTRIES	SANDBAGS (EMPTY)	
11/7/2023	B02550	\$32,469	Logistics Department	KAMBRIAN CORPORATION	CRADLEPOINT CLOUD MANAGER SUBSCRIPTION RENEWAL	
11/7/2023	P0015730	\$139,613	Operations Department - South	J.G.W. INTERNATIONAL LTD	CHEMICAL HAZARD DETECTION SIMULATOR SYSTEM	JA2643
11/8/2023	B02392-1	\$4,600	EMS & Training Department	FITSTATS TECHNOLOGIES, INC	PRE-ACADEMY AND ACADEMY SOFTWARE SUBSCRIPTION	
11/8/2023	P0015731	\$31,207	Operations Department - North	R.S. HUGHES COMPANY INC	CARBON MONOXIDE MONITORS	JA2646

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
11/8/2023	B01738-7	\$2,732	Operations Department - South	GROUND CONTROL SYSTEMS INC.	GROUND CONTROL SATELLITE BANDWITH SERVICE	
11/8/2023	P0015732	\$21,958	Operations Department - South	KOKATAT INC.	PPE FOR TRT PART TIME MEMBERS	
11/8/2023	P0015733	\$5,715	Operations Department - South	FISHWORKS INC	CLOTHING/UNIFORM FOR FEMA USAR TEAM MEMBERS	
11/9/2023	B02292-2	\$4,800	Business Services Department	PAPER DEPOT DOCUMENT DESTRUCTION, LLC	DOCUMENT AND ELECTRONIC MEDIA DESTRUCTION	
11/9/2023	B01902-4	\$6,276	Executive Management	NAVEX GLOBAL	FRAUD HOTLINE SERVICES	
11/9/2023	P0015734	\$2,905	Operations Department - South	ATLANTIC DIVING SUPPLY, INC.	FEMA USAR HAZMAT TEST EQUIPMENT	
11/10/2023	B01790-5	\$2,475	Operations Department - North	ARISTATEK INC	COUNTY HAZMAT APPLICATION SOFTWARE	
11/13/2023	B02172-1	\$82,500	Human Resources Department	SOUTHERN CALIFORNIA UNIVERSITY OF HEALTH SCIENCES	PRE-ACADEMY FITNESS EXAMS	SK2461
11/13/2023	B02390-1	\$50,000	Operations Department - South	CAESAR'S APPLIANCE SERVICE, INC.	APPLIANCE REPAIR AND MAINTENANCE	RO2562
11/13/2023	B02555	\$12,750	Logistics Department	ACTIVE911, INC	ACTIVE ALERT SYSTEM - PERSONNEL ALERTING	SK2627
11/13/2023	P0015735	\$5,431	Operations Department - South	ZEPHYR INTERNATIONAL LLC	HOIST CABLE	
11/13/2023	P0015736	\$40,500	Logistics Department	RRM DESIGN GROUP	SERVICES FOR POTENTIAL WILDFIRE FACILITY LOCATION	RO2584
11/14/2023	P0015737	\$2,827	Operations Department - South	BOSS SAFETY PRODUCTS	PELICAN CASES FOR TF LAPTOP KITS	
11/15/2023	P015069	\$8,698	Logistics Department	TRANS-WEST TRUCK CENTER	PRICE INCREASE FOR 2024 F450 STAKESIDE	JA2577
11/15/2023	P0015739	\$3,189	Operations Department - South	MCLOGAN SUPPLY CO INC.	PLOTTER FOR FEMA US&R CACHE	
11/15/2023	P0015740	\$2,629	EMS & Training Department	LIFE ASSIST, INC.	ETCO2 ADULT AND PEDIATRIC	
11/16/2023	P0015741	\$32,717	EMS & Training Department	HOME DEPOT	LUMBER FOR TRAINING - ACADEMY 58	COOPERATIVE
11/16/2023	B01766-7	\$4,944	Business Services Department	SYM PRO INC	SYMPRO TREASURY SOFTWARE ANNUAL MAINTENANCE	
11/16/2023	P0015743	\$25,000	Operations Department - South	STRATEGIC OPERATIONS, INC	JHAT TRAINING - 40 HR TACTICAL MEDICINE COURSE	
11/16/2023	P0015742	\$3,800	EMS & Training Department	SOCAL TRUCK DRIVER ACADEMY LLC	CLASS A DRIVER TRAINING COURSE	
11/16/2023	P0015744	\$1,075	Corporate Communications	CDW GOVERNMENT	PIO MACBOOK AIR	COOPERATIVE
11/16/2023	P0015745	\$3,163	Corporate Communications	CDW GOVERNMENT	MULTIMEDIA COMPUTER UPGRADE	COOPERATIVE
11/16/2023	P0015746	\$5,424	Operations Department - South	AVIATION SPECIALTIES UNLIMITED, INC.	NVG REPAIR FOR AIR OPS	
11/17/2023	P0015748	\$8,825	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	EXTERIOR TREE TRIMMING RFOTC	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
11/17/2023	B02123-1	\$2,318	Logistics Department	COMPUTER POWER SOLUTIONS, INC.	UPS MONITORING SYSTEM LICENSE	
11/17/2023	P0015749	\$480	Operations Department - South	LUXFER MAGTECH INC.	CHEMICAL AGENT DETECTION KIT	
11/17/2023	P0015750	\$1,320	Operations Department - South	BRIGHTVIEW LANDSCAPE SERVICES, INC.	TREE REMOVAL AT OCFA FS31	
11/17/2023	P0015751	\$4,925	Logistics Department	WILLIAMS & MAHER INC	REMOVE AND REPLACE EXISITING FIXTURES IN IT/COMM WAREHOUSE	
11/17/2023	P0015752	\$646	Operations Department - South	LINEGEAR FIRE & RESCUE	TRT - RINGERS RESCUE GLOVES	
11/17/2023	P0015755	\$2,999	Logistics Department	PRESIDIO HOLDINGS INC.	ECSE TROUBLESHOOTING TRAINING	
11/20/2023	B02273-3	\$10,000	Logistics Department	SIGNATURE PAINTING, INC.	MAINTENANCE/REPAIR OF PATCH WORK AND PAINTING AT OCFA FACILITIES	
11/20/2023	P0015756	\$15,000	Operations Department - South	POWERMOON ENTERPRISES LTD	LED BALLOON LIGHTS	
11/20/2023	P0015758	\$2,792	Community Risk Reduction Department	S&H TREE LANDSCAPING AND ARBORIST SERVICE LLC	INVASIVE TREE PEST MITIGATION GRANT PROJECT TREE REMOVALS AND TREATMENTS AT CHINO HILLS STATE PARK	
11/20/2023	P0015760	\$41,454	Community Risk Reduction Department	S&H TREE LANDSCAPING AND ARBORIST SERVICE LLC	TREE REMOVALS AND TREATMENTS AT LADERA RANCH - CHAPARRAL PARK	
11/21/2023	P0015761	\$19,000	Logistics Department	INSIDE EDGE COMMERCIAL INTERIOR SERVICES LLC	FLOORING REPLACEMENT THROUGHOUT FS 31	
11/21/2023	B02508-1	\$5,670	Community Risk Reduction Department	NATIONAL FIRE PROTECTION ASSOC	NFPA LINK ENTERPRISE SUBSCRIPTION	
11/21/2023	B02380-1	\$50,000	EMS & Training Department	COULTER VENTURES LLC	FITNESS EQUIPMENT	RO2568
11/21/2023	B02557	\$0	Logistics Department	UPLINX SLU	SOFTWARE SUBSCRIPTION FOR CISCO PHONE	
11/21/2023	P0015753	\$3,374	Command & Emergency Planning Div	DELL MARKETING, L.P.	COMPUTER SCREENS	COOPERATIVE
11/21/2023	B02369-1	\$50,000	EMS & Training Department	PERFORM BETTER	FITNESS EQUIPMENT	RO2568
11/22/2023	P0015762	\$814,611	Logistics Department	SELMAN CHEVROLET COMPANY	PURCHASE OF 2024 CHEVY TAHOES AND COLORADOS	JA2651
11/22/2023	B01982-4	\$40,000	Community Risk Reduction Department	HAYER CONSULTANTS INC.	OFF-SITE PLAN REVIEW SERVICES	RO2367
11/22/2023	B02366-1	\$150,000	Logistics Department	M. BREY ELECTRIC, INC.	ELECTRICAL MAINTENANCE AND REPAIR SERVICES	RO2552
11/22/2023	B02025-4	\$370,000	Logistics Department	LINEGEAR FIRE & RESCUE	UNIFORMS, FOOTWEAR, AND ACCESSORIES	SK2352
11/22/2023	P015179	\$7,800	Logistics Department	LEWIS / SCHOEPLEIN ARCHITECTS	ARCHITECTURAL DESIGN SERVICES FIRE STATION 12	RO2362
11/27/2023	B02042-4	\$75,000	Logistics Department	ROMAINE ELECTRIC CORPORATION	AUTOMOTIVE CHARGERS, STARTERS, ALTERNATORS	RO2400
11/27/2023	P0015754	\$3,360	Operations Department - South	WESTERN SHELTER SYSTEMS	DIGITAL ROOF INDENTIFICATION FOR CA-TF5	
11/27/2023	P0015764	\$2,088	Operations Department - South	AHS RESCUE LLC	SPARK TACTICAL SKYLOTECH FOR CATF-5 AT FS 54	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
11/28/2023	P0015765	\$3,519	Logistics Department	WILLIAMS & MAHER INC	CABLE RUN, TERMINATE AND TEST CABLES AT FS 79	
11/28/2023	B01950-5	\$152,739	Operations Department - North	TOTAL POWER SOLUTIONS LLC	GENERATOR REPAIR AND MAINTENANCE	RO2353
11/28/2023	P0015766	\$2,939	Operations Department - South	TRONAIR INC	PARTS FOR AIRCRAFT ENGINE WASH CART	
11/29/2023	B01831-5	\$50,000	EMS & Training Department	GLAXO SMITH KLINE	VACCINES	COOPERATIVE
11/29/2023	P0015767	\$10,741	Operations Department - South	DELL MARKETING, L.P.	LAPTOPS FOR US&R	COOPERATIVE
11/29/2023	P0015768	\$1,390	EMS & Training Department	DISASTER MANAGEMENT SYSTEMS INC.	MCI WORKSHEETS	
11/30/2023	B02041-4	\$7,605	Logistics Department	ZOHO CORPORATION	MANAGEENGINE PATCH MANAGER PLUS ENTERPRISE EDITION LICENSE AND SUPPORT SUBSCRIPTION	
11/30/2023	B02401-1	\$10,000	Operations Department - South	LINEGEAR FIRE & RESCUE	BREAKING AND BREACHING BOOTS FOR TRT PROGRAM	
12/1/2023	B02398-1	\$50,604	Logistics Department	ZONES INC.	CISCO SMARTNET 24 HOURS MAINTENANCE AND SUPPORT	RO2592
12/1/2023	B02046-4	\$300,000	Operations Department - South	ROTORCRAFT SUPPORT INC	HELICOPTER PARTS AND ACCESSORIES	RO2402
12/1/2023	B02370-1	\$40,000	EMS & Training Department	OUT-FIT	FITNESS EQUIPMENT	RO2568
12/1/2023	B02368-1	\$20,000	EMS & Training Department	KEISER	FITNESS EQUIPMENT	RO2568
12/1/2023	B02558	\$1,256	Logistics Department	KAMBRIAN CORPORATION	ANNUAL MAINTENANCE ON SQL MONITORING TOOLS	
12/1/2023	B02545	\$200,000	Logistics Department	RINCON TRUCK CENTER	HEAVY FIRE APPARATUS: PARTS AND REPAIR SERVICES	JA2635
12/1/2023	B02556	\$10,000	Human Resources Department	WENDY MACY	MEDIATION/CONFLICT RESOLUTION SERVICES	
12/1/2023	B02375-1	\$20,000	EMS & Training Department	ETE FITNESS EQUIPMENT	FITNESS EQUIPMENT	RO2568
12/1/2023	B02543	\$200,000	Logistics Department	KALMIKOV ENTERPRISES, INC.	HEAVY FIRE APPARATUS: PARTS AND REPAIR SERVICES	JA2635
12/1/2023	B02544	\$100,000	Logistics Department	BURTON'S FIRE INC.	HEAVY FIRE APPARATUS PARTS	JA2635
12/1/2023	B02294-2	\$175,000	Logistics Department	KIMBALL MIDWEST	HARDWARE/FASTENER MANAGEMENT & SUPPLY SERVICES	JA2504
12/4/2023	B01558-9	\$10,000	Logistics Department	COATS PRODUCTS INC.	AUTOMOTIVE CLEANING PRODUCTS	
12/4/2023	B01818-6	\$4,632	Logistics Department	PLURALSIGHT	PLURALSIGHT ONLINE TRAINING - ANNUAL RENEWAL	
12/4/2023	B02277-2	\$200,000	Logistics Department	CABINETS PLUS	CUSTOM CABINETS	RO2506
12/4/2023	P0015770	\$1,575	Logistics Department	AIR EXCHANGE, INC	5 TPA MAGNETIC CONICAL ADAPTOR FOR FLEET SERVICES	
12/5/2023	P0015773	\$5,731	Logistics Department	SOUTHWEST TOYOTALIFT	PARTS TO REPAIR FORKLIFTS	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
12/5/2023	B02051-4	\$2,000	Operations Department - South	LABELMASTER	DANGEROUS GOOD INFORMATION SYSTEM (DGIS) ONLINE SUBSCRIPTION	
12/5/2023	P0015771	\$2,274	Operations Department - South	JOYCE ARLENE TEGT	FEMA US&R BOAT LETTERING AND REPAIR LETTERING	
12/5/2023	P0015774	\$3,371	Logistics Department	PACIFIC PLUMBING COMPANY	INSTALLATION OF NEW WATER FILTERS FOR FS79	
12/5/2023	P0015772	\$22,093	EMS & Training Department	LIFE ASSIST, INC.	EMS SUPPLIES	
12/5/2023	P0015775	\$7,597	Logistics Department	ALL WAYS TILE INC	NEW SHOWER INSTALL AT FS 2	
12/6/2023	P0015779	\$7,087	Logistics Department	MCMASTER-CARR SUPPLY CO	WATER-TIGHT WIRE CONDUIT FOR RAM PICKUPS	
12/6/2023	P0015783	\$8,792	Logistics Department	BRIGHTWAY ONE	FLOOR GRINDING AT FS77	
12/6/2023	P0015780	\$2,850	Logistics Department	BRIGHTWAY ONE	CONCRETE FLOOR CLEANING AND RE-SEALING AT FS86	
12/6/2023	P0015777	\$5,500	Logistics Department	MITSUBISHI ELECTRIC & ELECTRONICS USA, INC.	COMPLIANCE TESTING OF RFOTC ELEVATORS	
12/6/2023	P0015778	\$4,200	Operations Department - South	BRIGHTWAY ONE	CONCRETE FLOOR CLEANING AND RE-SEAL AT FS20	
12/6/2023	P0015776	\$1,174	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	TREE TRIMMINGS AND REMOVALS - FS78	
12/6/2023	P0015781	\$4,253	Logistics Department	PACIFIC PLUMBING COMPANY	PLUMBING FOR NEW SHOWER STALL FOR FS 2	
12/6/2023	P0015782	\$2,715	Operations Department - South	FISHWORKS INC	RESCUE SHORTS FOR TRT MEMBERS	
12/7/2023	P0015784	\$14,911	Operations Department - South	LN CURTIS & SONS	ROPE RESCUE AND WATER RESCUE - CATF5	JA2619
12/11/2023	P0015785	\$1,681	EMS & Training Department	BOUND TREE MEDICAL LLC	SLISHMAN TRACTION SPLINT & FASPLINT CARRY CASE	
12/11/2023	B01583-9	\$230,000	Logistics Department	GRAINGER	SERVICE CENTER INVENTORY- MISC. TOOLS AND SUPPLIES	COOPERATIVE
12/11/2023	P0015787	\$9,299	Logistics Department	ALL WAYS TILE INC	NEW SHOWER INSTALL AT RFOTC TRAINING GROUNDS BUILDING D, INCLUSIVE FACILITIES	
12/11/2023	P0015788	\$9,840	Logistics Department	ORANGE COUNTY DEMOLITION, INC.	DEMO FOR NEW SHOWER - RFOTC TRAINING GROUND BUILDING D, INCLUSIVE FACILITIES	
12/11/2023	P0015789	\$26,789	Logistics Department	LINEGEAR FIRE & RESCUE	BDU PANTS NEEDED FOR STOCK	
12/12/2023	B01911-5	\$50,000	Operations Department - South	HC INTEGRATED SYSTEMS, INC	FIRE ALARM INSPECTION, MAINTENANCE, AND REPAIR WITH MONITORING SERVICES.	RO2221
12/13/2023	P0015794	\$5,313	Operations Department - North	PACIFIC PLUMBING COMPANY	WATER HEATER UPGRADE FS10	RO2501
12/13/2023	P0015792	\$2,070	Operations Department - South	BALL CHAIN MANUFACTURING CO INC	REPLENISHMENT OF NEW TASK FORCE CHALLENGE COINS	
12/13/2023	P0015793	\$3,464	EMS & Training Department	CAE HEALTHCARE	IV SKILL ARM FOR SKILLS TESTING	
12/14/2023	P0015798	\$2,990	Logistics Department	CONCEPT PAVING SOLUTIONS	SAFETY STRIPING OUTSIDE FS24	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal Solicitation Number
12/14/2023	B02559	\$350,000	Logistics Department	LN CURTIS & SONS	FIRE HOSE	JA2647
12/14/2023	P0015796	\$264,066	Logistics Department	CARE FUSION SOLUTIONS, LLC	AUTOMATED MEDICATION DISPENSING SYSTEM	JA2567
12/14/2023	B02400-1	\$50,000	Logistics Department	PUEBLO HOTEL SUPPLY	ICE MACHINES FOR OCFA FACILITIES	LK2586
12/14/2023	P0015795	\$42,003	Community Risk Reduction Department	WEST COAST ARBORISTS, INC.	TREE REMOVALS AND TREATMENTS AT LADERA RANCH - FOUNDERS PARK	LK2622
12/14/2023	P0015797	\$12,600	Logistics Department	ITZEN ARCHITECTS	ARCHITECTURAL DESIGN SERVICES FIRE STATION 32	RO2584
12/15/2023	P0015799	\$151,218	Logistics Department	SMALL DOG ELECTRONICS INC	MDC IPADS	RO2620
12/15/2023	B02399-1	\$50,000	Logistics Department	NORM'S REFRIGERATION & ICE EQUIPMENT	ICE MACHINES FOR OCFA FACILITIES	LK2586
12/15/2023	B02286-2	\$1,500	Logistics Department	PACIFIC INDUSTRIAL WATER SYSTEMS	DEIONIZED REPAIR SYSTEM RENTAL AND MAINTENANCE AT RFOTC	
12/15/2023	P0015800	\$2,450	Human Resources Department	DONNOE & ASSOCIATES, INC.	WRITTEN EXAM FOR HAND CREW FIREFIGHTER	
12/15/2023	P0015801	\$3,875	Operations Department - South	BRYAN EXHAUST SERVICE INC.	KITCHEN EXHAUST CLEANING SERVICE FOR FS18	
12/18/2023	B01850-5	\$0	Logistics Department	AMERICAN REGISTRY FOR INTERNET NUMBERS (ARIN)	MAINTENANCE FOR AUTONOMOUS SYSTEM NUMBER	
12/19/2023	P0015802	\$114,217	Operations Department - North	908 DEVICES INC	MX908 HANDHELD MASS SPECTROMETER DETECTION SYSTEM	JA2650
12/20/2023	P0015803	\$3,960	EMS & Training Department	LIFE ASSIST, INC.	EMS SUPPLIES	
12/21/2023	P0015804	\$0	Operations Department - South	TELEDYNE FLIR SURVEILLANCE INC	PLACEHOLDER PO FOR PREWIRE CABLE KITS FOR S-70	
12/26/2023	B02560	\$25,000	Logistics Department	NIKKIS FLAG SHOP	FLAGS	LK2640A
12/26/2023	P0015806	\$16,229	Logistics Department	PACIFIC PLUMBING COMPANY	PLUMBING FOR NEW BATHROOM/SHOWER AREA AT RFOTC BUILDING D INCLUSIVE FACILITIES	
12/27/2023	P0015809	\$16,163	Logistics Department	SWIFT GROUP LLC	PACKAGE OF GENESIS EXTRICATION TOOLS	
12/27/2023	B02430-1	\$10,000	Human Resources Department	WEX HEALTH INC	COBRA, FSA DEPENDENT CARE AND HEALTH ADMINISTRATION SERVICES	
12/27/2023	P0015808	\$198,816	Operations Department - South	JAISON NAPPI	AVIATION COMMAND HELIBASE TRAILER	JA2626
12/28/2023	P0015811	\$6,090	Logistics Department	FIRST IN PRODUCTS, INC.	SUPPLY LINE TOOL POUCHES FOR HYDRANT TOOLS	



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
February 22, 2024

Agenda Item No. 2D
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

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Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
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James Slobojan, Assistant Treasurer Treasury & Financial Planning	jamesjslobojan@ocfa.org	714.573.6305
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Summary

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

Prior Board/Committee Action

On February 14, 2024, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Director Nguyen absent).

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Attached is the final monthly investment report as of December 31, 2023. A preliminary investment report as of January 19, 2024, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

Final Investment Report – December 2023/Preliminary Report – January 2024

Orange County Fire Authority Monthly Investment Report



Final Report – December 2023

Preliminary Report – January 2024



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Orange County Fire Authority

Final Investment Report

December 31, 2023



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of December 2023, the size of the portfolio increased by \$93.2 million to approximately \$296 million. Receipts for the month totaled \$134.7 million, including property tax apportionment payments of \$110.2 million, receipts from cash contract payments of approximately \$20.6 million, and various grant reimbursement payments and charges for current services of approximately \$3.9 million. Total December cash outflows amounted to nearly \$42.2 million. Significant disbursements for the month included two biweekly payrolls and related benefits totaling approximately \$31.7 million. The portfolio's balance is expected to decrease in January as expenditures are projected to exceed receipts. In December, the portfolio's yield to maturity (365-day equivalent) increased by fifty-eight basis points to 4.12%. The effective rate of return increased by forty-eight basis points to 3.70% for the month, while the average maturity of the portfolio decreased by 5 days to 51 days to maturity.

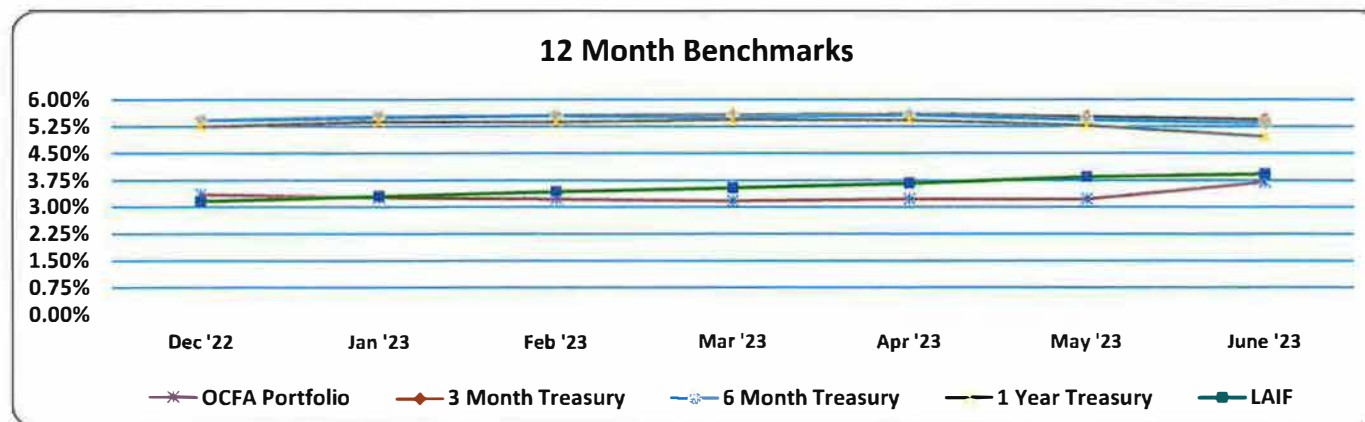
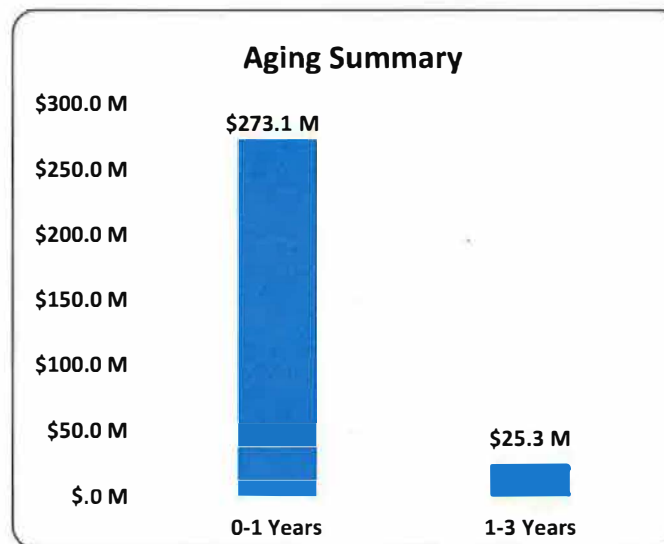
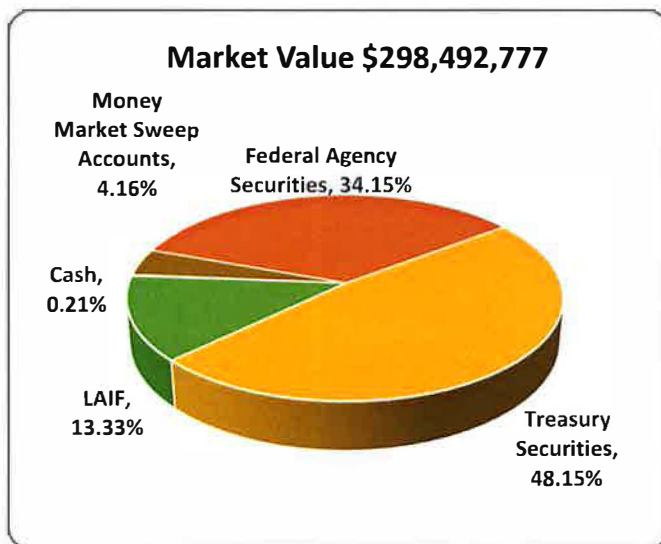
Economic News

Nonfarm payroll employment increased 216,000 in December 2023, and the unemployment rate was unchanged at 3.7%. Job gains occurred in health care, government, social assistance, and construction, while transportation and warehousing lost jobs. Average hourly earnings rose 4.1% over a year ago. American consumer sentiment moved upwards again in December, ending 2023 with a surge in confidence and restored optimism for 2024. Homebuilder sentiment improved in December and January as mortgage rates continue to drop, effecting housing affordability conditions.

Retail sales increased 0.6% in December and ended 2023 up 5.6%. Consumer spending in December was led clothing and accessory stores as well as online nonstore businesses. The Consumer Price Index (CPI) increased 0.3% in December and 3.4% from a year ago indicating that inflation still has an impact on the U.S. economy. Much of the increase came from the rise in shelter costs. The Producer Price Index (PPI), which measures the prices paid by wholesalers, decreased 0.1% in December, and ended up 1.0% for the year. PPI is considered a forward-looking inflation measure as it tracks prices in the pipeline for goods and services that eventually reach consumers. The Federal Reserve met on December 13, 2023 and held rates steady at the target range of 5.25%-5.50%. The Fed will next meet on January 31, 2024 where no rate movement is projected.



OCFA'S PORTFOLIO HAS AMPLE LIQUIDITY AND IS TRACKING ITS LAIF BENCHMARK AS OF DECEMBER 31, 2023





BENCHMARK COMPARISON AS OF DECEMBER 31, 2023

3 Month T-Bill: 5.44%

1 Year T-Bill: 4.96%

6 Month T-Bill: 5.34%

LAIF: 3.93%

OCFA Portfolio: 3.70%

PORTFOLIO SIZE, YIELD, & DURATION

	<u><i>Current Month</i></u>	<u><i>Prior Month</i></u>	<u><i>Prior Year</i></u>
<i>Book Value</i>	\$296,080,874	\$202,900,933	\$250,886,985
<i>Yield to Maturity (365 day)</i>	4.12%	3.54%	2.36%
<i>Effective Rate of Return</i>	3.70%	3.22%	1.93%
<i>Days to Maturity</i>	51	56	24



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
December 31, 2023

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

	See Note 1 on page 10	See Note 2 on page 10						
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	12,427,871.89	12,427,871.89	12,427,871.89	4.13	1	1	4.977	5.046
Federal Agency Coupon Securities	67,450,000.00	64,613,581.10	67,450,918.61	22.41	1,384	28	0.633	0.641
Federal Agency Disc -Amortizing	38,000,000.00	37,314,960.00	37,332,574.46	12.40	192	124	5.282	5.356
Treasury Discounts -Amortizing	145,000,000.00	143,740,390.00	143,727,620.37	47.75	99	61	5.321	5.395
Local Agency Investment Funds	40,034,495.04	39,775,997.55	40,034,495.04	13.30	1	1	3.875	3.929
	302,912,366.93	297,872,800.54	300,973,480.37	100.00%	382	51	4.059	4.115
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	619,976.38	619,976.38	619,976.38		1	1	0.000	0.000
Total Cash and Investments	303,532,343.31	298,492,776.92	301,593,456.75		382	51	4.059	4.115

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	739,643.67	3,602,943.57
Average Daily Balance	235,073,040.30	213,018,236.20
Effective Rate of Return	3.70%	3.36%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2023. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 301,593,456.75
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (5,512,582.65)
Total	\$ 296,080,874.10

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
December 31, 2023

See Note 1 on page 10

See Note 2 on page 10

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365 Mat./Call	Days to Maturity Date
Money Mkt Mutual Funds/Cash										
SYS1042	1042	US Bank - Treasury Obligations			3,705,763.69	3,705,763.69	3,705,763.69	5.248	5.248	1
SYS528	528	MUFG Treasury Obligations		07/01/2023	0.00	0.00	0.00	4.620	4.620	1
SYS530	530	US Bancorp Sweep Account			<u>8,722,108.20</u>	<u>8,722,108.20</u>	<u>8,722,108.20</u>	4.960	<u>4.960</u>	<u>1</u>
Subtotal and Average			14,645,517.81		12,427,871.89	12,427,871.89	12,427,871.89		5.046	1
Federal Agency Coupon Securities										
3133EMWH1	1030	Federal Farm Credit Bank (Callable 1/21/2024)		04/22/2021	3,000,000.00	2,845,650.00	3,000,918.61	0.710	0.676	20 04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,385,960.00	12,000,000.00	0.720	0.720	0 04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 03/30/2024)		03/30/2021	8,000,000.00	7,737,920.00	8,000,000.00	0.550	0.550	89 09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank		04/22/2021	9,435,000.00	9,306,212.25	9,435,000.00	0.375	0.409	7 04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 1/23/2024)		04/23/2021	11,015,000.00	10,624,958.85	11,015,000.00	0.520	0.520	22 10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 1/29/2024)		04/29/2021	12,000,000.00	11,120,760.00	12,000,000.00	1.000	1.000	28 04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 2/11/2024)		05/11/2021	<u>12,000,000.00</u>	<u>11,592,120.00</u>	<u>12,000,000.00</u>	0.550	<u>0.550</u>	<u>41</u> 10/11/2024
Subtotal and Average			67,450,946.03		67,450,000.00	64,613,581.10	67,450,918.61		0.641	28
Federal Agency Disc. -Amortizing										
313396RK1	1102	Freddie Mac		12/21/2023	10,000,000.00	9,989,900.00	9,994,222.22	5.200	5.357	4 01/05/2024
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,683,180.00	13,685,711.67	5.115	5.447	158 06/07/2024
313384YS2	1109	Fed Home Loan Bank		12/21/2023	<u>14,000,000.00</u>	<u>13,641,880.00</u>	<u>13,652,640.57</u>	4.990	<u>5.263</u>	<u>179</u> 06/28/2024
Subtotal and Average			22,040,690.80		38,000,000.00	37,314,960.00	37,332,574.46		5.356	124
Treasury Discounts -Amortizing										
912797GC5	1096	US Treasury Bill		08/03/2023	9,000,000.00	8,988,210.00	8,986,975.00	5.210	5.483	10 01/11/2024
912797FW2	1097	US Treasury Bill		09/14/2023	10,000,000.00	9,997,100.00	9,995,625.00	5.250	5.486	3 01/04/2024
912797GC5	1098	US Treasury Bill		10/24/2023	10,000,000.00	9,986,900.00	9,985,402.78	5.255	5.465	10 01/11/2024
912797GP6	1099	US Treasury Bill		11/09/2023	14,000,000.00	13,881,280.00	13,879,817.00	5.238	5.474	59 02/29/2024
912797HH3	1100	US Treasury Bill		11/30/2023	10,000,000.00	9,826,700.00	9,826,150.00	5.130	5.392	122 05/02/2024
912797FH5	1101	US Treasury Bill		11/30/2023	14,000,000.00	13,731,620.00	13,728,680.00	5.130	5.403	136 05/16/2024
912797GC5	1103	US Treasury Bill		12/21/2023	8,000,000.00	7,989,520.00	7,988,488.88	5.180	5.341	10 01/11/2024
912797GD3	1104	US Treasury Bill		12/21/2023	14,000,000.00	13,967,100.00	13,965,622.22	5.200	5.367	17 01/18/2024
912797GE1	1105	US Treasury Bill		12/21/2023	14,000,000.00	13,938,540.00	13,936,949.45	5.230	5.409	31 02/01/2024
912797GN1	1106	US Treasury Bill		12/21/2023	14,000,000.00	13,910,260.00	13,909,700.00	5.160	5.347	45 02/15/2024
912797JL2	1107	US Treasury Bill		12/21/2023	14,000,000.00	13,815,620.00	13,816,460.00	5.130	5.352	92 04/02/2024
912797HS9	1108	US Treasury Bill		12/21/2023	<u>14,000,000.00</u>	<u>13,707,540.00</u>	<u>13,707,750.04</u>	5.010	<u>5.268</u>	<u>150</u> 05/30/2024
Subtotal and Average			93,675,584.17		145,000,000.00	143,740,390.00	143,727,620.37		5.395	61

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
December 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365 Mat./Call	Days to Maturity Date
Local Agency Investment Funds										
SYS336	336	Local Agency Invstmt Fund			40,034,495.04	39,775,997.55	40,034,495.04	3.929	3.929	1
Subtotal and Average			37,260,301.49		40,034,495.04	39,775,997.55	40,034,495.04		3.929	1
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2023	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2023	0.00	0.00	0.00		0.000	1
SYS5	5	US Bancorp		07/01/2023	599,976.38	599,976.38	599,976.38		0.000	1
Average Balance			0.00							1
Total Cash and Investments			235,073,040.30		303,532,343.31	298,492,776.92	301,593,456.75		4.115	51

Orange County Fire Authority
In Service of Others!



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of January 1, 2024

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(01/01/2024 - 01/01/2024)	7 Maturities	0 Payments		53,082,343.31	17.70%	53,082,343.31	52,823,845.82
Aging Interval: 1 - 30 days	(01/02/2024 - 01/31/2024)	6 Maturities	0 Payments		61,000,000.00	20.41%	60,916,336.10	60,918,730.00
Aging Interval: 31 - 60 days	(02/01/2024 - 03/01/2024)	3 Maturities	0 Payments		42,000,000.00	13.98%	41,726,466.45	41,730,080.00
Aging Interval: 61 - 90 days	(03/02/2024 - 03/31/2024)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Aging Interval: 91 - 120 days	(04/01/2024 - 04/30/2024)	2 Maturities	0 Payments		23,435,000.00	7.75%	23,251,460.00	23,121,832.25
Aging Interval: 121 - 365 days	(05/01/2024 - 12/31/2024)	8 Maturities	0 Payments		97,015,000.00	31.67%	95,615,932.28	94,545,918.85
Aging Interval: 366 - 1095 days	(01/01/2025 - 12/31/2026)	3 Maturities	0 Payments		27,000,000.00	8.49%	27,000,918.61	25,352,370.00
Aging Interval: 1096 days and after	(01/01/2027 -)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Total for		29 Investments	0 Payments			100.00	301,593,456.75	298,492,776.92



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. Fluctuations in the marketplace have little effect on our long-term investment yield because it is our policy to hold investments to maturity. However, adjusting to market values as required by GAAP resulted in a decrease in recorded interest earnings of \$5,512,582.65. The adjustment for June 30, 2023, includes a decrease of \$612,970.63 to the LAIF investment and a decrease of \$4,899,612.02 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.



Local Agency Investment Fund (LAIF)

As of December 31, 2023, OCFA has \$40,034,495.04 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of December 31, 2023 is .993543131. When applied to OCFA's LAIF investment, the fair value is \$39,775,997.55 or \$258,497.49 below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation on December 31, 2023 is included on the following page.



State of California
Pooled Money Investment Account
Market Valuation
12/31/2023

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	\$ 26,992,679,410.54	\$ 27,341,582,810.63	\$ 27,352,122,000.00	NA
Notes	\$ 68,988,369,285.87	\$ 68,970,726,643.78	\$ 68,066,367,000.00	\$ 380,047,413.50
Federal Agency:				
SBA	\$ 273,825,056.61	\$ 273,825,056.61	\$ 273,117,626.86	\$ 1,326,636.53
MBS-REMICs	\$ 2,164,861.02	\$ 2,164,861.02	\$ 2,133,161.33	\$ 9,501.16
Debentures	\$ 8,533,332,561.10	\$ 8,532,907,561.09	\$ 8,460,384,650.00	\$ 60,973,579.20
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 650,000,000.00	\$ 650,000,000.00	\$ 639,238,500.00	\$ 4,456,111.50
Discount Notes	\$ 21,584,982,812.45	\$ 21,861,271,194.36	\$ 21,856,617,000.00	NA
Supranational Debentures	\$ 2,819,756,450.14	\$ 2,819,512,700.14	\$ 2,788,881,800.00	\$ 20,848,175.60
Supranational Debentures FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -	\$ -
Bank Notes	\$ -		\$ -	\$ -
CDs and YCDs	\$ 12,200,000,000.00	\$ 12,200,000,000.00	\$ 12,207,619,357.44	\$ 162,478,416.67
Commercial Paper	\$ 9,014,594,527.68	\$ 9,116,638,444.29	\$ 9,117,150,756.95	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 566,929,562.48	\$ 566,697,340.26	\$ 551,864,240.00	\$ 3,944,225.38
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 5,284,000,000.00	\$ 5,284,000,000.00	\$ 5,284,000,000.00	NA
PMIA & GF Loans	\$ 325,717,000.00	\$ 325,717,000.00	\$ 325,717,000.00	NA
TOTAL	\$ 157,236,351,527.89	\$ 157,945,043,612.18	\$ 156,925,213,092.58	\$ 634,084,059.54

Fair Value Including Accrued Interest

\$ 157,559,297,152.12

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

The value of each participating dollar equals the fair value divided by the amortized cost (0.993543131).
As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its
participation in the LAIF valued at \$19,870,862.61 or \$20,000,000.00 x 0.993543131.



Orange County Fire Authority

Preliminary Investment Report

January 19, 2024



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
January 19, 2024

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

Investments	See Note 1 on page 19		See Note 2 on page 19		Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
	Par Value	Market Value	Book Value	% of Portfolio				
Money Mkt Mutual Funds/Cash	32,235,229.50	32,235,229.50	32,235,229.50	11.59	1	1	5.069	5.139
Federal Agency Coupon Securities	67,450,000.00	64,707,389.05	67,450,881.47	24.24	1,384	28	0.628	0.637
Federal Agency Disc. -Amortizing	28,000,000.00	27,411,860.00	27,413,016.95	9.85	257	149	5.282	5.355
Treasury Discounts -Amortizing	112,000,000.00	110,781,380.00	110,764,075.04	39.81	114	78	5.296	5.369
Local Agency Investment Funds	40,377,205.84	40,116,495.51	40,377,205.84	14.51	1	1	3.875	3.929
	280,062,435.34	275,252,354.06	278,240,408.80	100.00%	406	53	3.930	3.985
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	873,788.19	873,788.19	873,788.19		1	1	0.000	0.000
Total Cash and Investments	280,936,223.53	276,126,142.25	279,114,196.99		406	53	3.930	3.985

Total Earnings	January 19 Month Ending	Fiscal Year To Date
Current Year	613,934.65	4,216,878.22
Average Daily Balance	295,561,998.91	220,744,007.09
Effective Rate of Return	3.99%	3.43%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2024. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 279,114,196.99
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (5,512,582.65)
Total	<u>\$ 273,601,614.34</u>

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
January 19, 2024

See Note 1 on page 19

See Note 2 on page 19

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365 Mat./Call	Days to Maturity	Date
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			20,042,113.23	20,042,113.23	20,042,113.23	5.248	5.248	1	
SYS528	528	MUFG Treasury Obligations		07/01/2023	0.00	0.00	0.00	4.620	4.620	1	
SYS530	530	US Bancorp Sweep Account			12,193,116.27	12,193,116.27	12,193,116.27	4.960	4.960	1	
Subtotal and Average			30,688,664.84		32,235,229.50	32,235,229.50	32,235,229.50		5.139	1	
Federal Agency Coupon Securities											
3133EMWH1	1030	Federal Farm Credit Bank (Callable 1/21/2024)		04/22/2021	3,000,000.00	2,848,620.00	3,000,881.47	0.710	0.676	1	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,412,480.00	12,000,000.00	0.720	0.720	12	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 03/30/2024)		03/30/2021	8,000,000.00	7,750,000.00	8,000,000.00	0.550	0.550	70	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank		04/22/2021	9,435,000.00	9,334,517.25	9,435,000.00	0.375	0.375	79	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 1/23/2024)		04/23/2021	11,015,000.00	10,641,811.80	11,015,000.00	0.520	0.520	3	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 1/29/2024)		04/29/2021	12,000,000.00	11,109,960.00	12,000,000.00	1.000	1.000	9	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 2/11/2024)		05/11/2021	12,000,000.00	11,610,000.00	12,000,000.00	0.550	0.550	22	10/11/2024
Subtotal and Average			67,450,899.06		67,450,000.00	64,707,389.05	67,450,881.47		0.637	28	
Federal Agency Disc. -Amortizing											
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,726,440.00	13,723,505.83	5.115	5.447	139	06/07/2024
313384YS2	1109	Fed Home Loan Bank		12/21/2023	14,000,000.00	13,685,420.00	13,689,511.12	4.990	5.263	160	06/28/2024
Subtotal and Average			29,482,456.48		28,000,000.00	27,411,860.00	27,413,016.95		5.355	149	
Treasury Discounts -Amortizing											
912797GP6	1099	US Treasury Bill		11/09/2023	14,000,000.00	13,922,160.00	13,918,520.00	5.238	5.474	40	02/29/2024
912797HH3	1100	US Treasury Bill		11/30/2023	10,000,000.00	9,854,300.00	9,853,225.00	5.130	5.392	103	05/02/2024
912797FH5	1101	US Treasury Bill		11/30/2023	14,000,000.00	13,769,980.00	13,766,585.00	5.130	5.403	117	05/16/2024
912797GE1	1105	US Treasury Bill		12/21/2023	14,000,000.00	13,979,560.00	13,975,593.33	5.230	5.409	12	02/01/2024
912797GN1	1106	US Treasury Bill		12/21/2023	14,000,000.00	13,951,000.00	13,947,826.67	5.160	5.347	26	02/15/2024
912797JL2	1107	US Treasury Bill		12/21/2023	14,000,000.00	13,856,220.00	13,854,365.00	5.130	5.352	73	04/02/2024
912797HS9	1108	US Treasury Bill		12/21/2023	14,000,000.00	13,742,820.00	13,744,768.37	5.010	5.268	131	05/30/2024
912796CX5	1110	US Treasury Bill		01/11/2024	6,000,000.00	5,924,460.00	5,923,756.67	5.140	5.359	89	04/18/2024
912797HH3	1111	US Treasury Bill		01/11/2024	6,000,000.00	5,912,580.00	5,911,935.00	5.130	5.359	103	05/02/2024
912796Y45	1112	US Treasury Bill		01/17/2024	6,000,000.00	5,868,300.00	5,867,500.00	5.000	5.258	159	06/27/2024
Subtotal and Average			127,761,184.21		112,000,000.00	110,781,380.00	110,764,075.04		5.369	78	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			40,377,205.84	40,116,495.51	40,377,205.84	3.929	3.929	1	
Subtotal and Average			40,178,794.32		40,377,205.84	40,116,495.51	40,377,205.84		3.929	1	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
January 19, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat/Call
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2023	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2023	0.00	0.00	0.00		0.000	1
SYS5	5	US Bancorp		07/01/2023	853,788.19	853,788.19	853,788.19		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			295,561,998.91		280,936,223.53	276,126,142.25	279,114,196.99		3.985	53

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of January 20, 2024

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

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					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(01/20/2024 - 01/20/2024)	7 Maturities	0 Payments		73,486,223.53	26.52%	73,486,223.53	73,226,513.20
Aging Interval: 1 - 30 days	(01/21/2024 - 02/19/2024)	2 Maturities	0 Payments		28,000,000.00	10.12%	27,923,420.00	27,930,560.00
Aging Interval: 31 - 60 days	(02/20/2024 - 03/20/2024)	1 Maturities	0 Payments		14,000,000.00	5.04%	13,918,520.00	13,922,160.00
Aging Interval: 61 - 90 days	(03/21/2024 - 04/19/2024)	3 Maturities	0 Payments		29,435,000.00	10.54%	29,213,121.67	29,116,197.26
Aging Interval: 91 - 120 days	(04/20/2024 - 05/19/2024)	3 Maturities	0 Payments		30,000,000.00	10.70%	29,531,746.00	29,536,860.00
Aging Interval: 121 - 365 days	(05/20/2024 - 01/19/2025)	7 Maturities	0 Payments		79,015,000.00	27.89%	78,040,286.32	77,024,791.80
Aging Interval: 366 - 1095 days	(01/20/2025 - 01/19/2027)	3 Maturities	0 Payments		27,000,000.00	9.19%	27,000,881.47	26,371,060.00
Aging Interval: 1096 days and after	(01/20/2027 -)	0 Maturities	0 Payments		0.00	0.00%	0.00	0.00
Total for		26 Investments	0 Payments			100.00	279,114,196.99	276,126,142.25



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2023 includes a decrease of \$612,970.63 to the LAIF investment and a decrease of \$4,899,612.02 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.

GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

Local Agency Investment Fund (LAIF). A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$75 million for any agency (*excluding bond funds, which have no maximum*). It offers high liquidity because

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
February 22, 2024

Agenda Item No. 2E
Consent Calendar

Contract Award for Professional & Confidential Counseling Services

Contact(s) for Further Information

Stephanie Holloman, Assistant Chief
Human Resources Department

stephanieholloman@ocfa.org

714.573.6353

Rhonda Haynes, Risk Manager
Human Resources Department

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714.573.6833

Summary

This agenda item is submitted for approval to enter into a Professional Services Agreement in an amount not to exceed \$200,000 with The Counseling Team International (TCTI) to perform Professional and Confidential Counseling Services. TCTI is the top-ranked firm resulting from a competitive Request for Proposal (RFP) process.

Prior Board/Committee Action

None.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to enter into a Professional Services Agreement with The Counseling Team International for Professional and Confidential Counseling Services for an amount not to exceed \$200,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for this contract is available in the existing FY 2023/24 Human Resources/Risk Management budget (121-3355)

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

The OCFA felt the severe impact of a fire department suicide on December 13, 2016, when one of our firefighters committed suicide. Firefighters in the United States are three times more likely to die by suicide than by line of duty deaths, according to the National Fallen Firefighters Foundations (NFFF), an organization chartered by Congress to honor and provide support to the families of firefighters killed on the job.

The OCFA identified this fire service issue as a top priority and included the Fiscal Year 2016/17 domain objective to establish a program that addresses the impact of PTSD in OCFA personnel. The OCFA has focused tremendous efforts on building a strong and healthy workforce. This includes a focus on physical health, preventative care, and behavioral health. A holistic approach

to employee wellness and creating a culture where health is a priority have become a hallmark of the OCFA. In partnership with Local 3631, The Counseling Team International, valuable resources have been extended to the OCFA employees, families, and retirees. The OCFA has seen positive results working with a Counseling Team that specializes in working with several Fire and Public Agencies and has the breadth of knowledge to provide adequate services to our employees.

Solicitation Process

In December 2023, OCFA solicited competitive proposals (RFP SK2634) by Section 1-18 of the OCFA Purchasing Ordinance to provide various professional and confidential counseling services, including individual psychotherapy, crisis intervention, on-site training, and peer support training. The OCFA received two proposals in response to the RFP, which were evaluated by a panel of stakeholders and subject matter experts, including personnel from Operations and Human Resources. The evaluation criteria utilized to determine which Firm offers the best value (as defined in Section 1-15(1) of the Ordinance) included Project Approach/Customer Service (35 points), Statement of Qualifications (25 points), Available Resources and Value-Added Benefits (15 points), and Price (25 points). The process resulted in OCFA's current provider, The Counseling Team International, emerging as the top-ranked Firm:

ORANGE COUNTY FIRE AUTHORITY						
SK2634 - Professional & Confidential Counseling Services						
	Psychological Consulting Associates, Inc.			The Counseling Team International		
Cost Proposal - Year One Total	\$360,070			\$179,701		
Evaluators	1	2	3	1	2	3
A. Project Approach / Customer Service (35)	24.50	28.00	35.00	24.50	31.50	35.00
B. Statement of Qualifications (25)	17.50	17.50	25.00	20.00	22.50	25.00
C. Available Resources and Value Added Benefits (15)	10.50	12.00	7.50	13.50	13.50	15.00
D. Price (25)	12.48	12.48	12.48	25.00	25.00	25.00
Sum of Written Proposal Scores	64.98	69.98	79.98	83.00	92.50	100.00
Initial Ranking	2	2	2	1	1	1
Sum of Initial Rankings	6.00			3.00		
Overall Rank:	2			1		

The panel evaluators unanimously ranked TCTI highest in the evaluation criteria and for the above discussed reasons, the rankings demonstrated that the proposal submitted by TCTI. provides the best overall value to OCFA.

Conclusion

Based on staff's evaluation of the vendor proposals to provide the counseling services, staff recommends approval and authorization to enter into a Professional Services Agreement with TCTI in an amount not to exceed \$200,000.

Attachment(s)

Proposed professional services agreement with TCTI

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 22nd day of February, 2024 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Nancy K Bohl Incorporated dba The Counseling Team International, 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 professional and confidential counseling services as outlined in RFP SK2634, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated January 3, 2024, 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) RFP SK2634, (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the 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 fifteen percent (15%) of the agreement amount 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 Exhibit "A," in an amount not to exceed Two Hundred Thousand dollars (\$200,000) annually.

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 Finance Division Manager, an invoice for Services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

3.3 Changes

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

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

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

3.4 Appropriations

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance

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

4.3 Force Majeure

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

4.4 Term

This Agreement shall continue in full force and effect for one year (initial term) unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be renewed up to four (4) additional one-year terms 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: Julie Casto Koot.

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

5.3 Prohibition Against Subcontracting or Assignment

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

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

5.3.2.1 Withholding Payment for Non-Authorized Subcontractors. OCFA shall have the right to withhold payment from Firm

for Services performed by any subcontractor or subconsultant performing Services but not authorized in writing by OCFA, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

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

5.4 Independent Contractor

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

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

5.4.3 No OCFA benefits shall be available to Firm, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Firm as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Firm for the performance of any Work or Services under this Agreement. OCFA shall not be liable for

compensation or indemnification to Firm, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the OCFA has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

5.6 Employee Retirement System Eligibility Indemnification

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

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

6. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including 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 waive or render unnecessary OCFA's consent to or approval of any subsequent act of Firm. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative

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

8.4 Legal Action

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

8.5 Termination Prior to Expiration of Term

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

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

8.6 Termination for Default of Firm

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and

OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 Attorneys' Fees

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

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

9.2 Covenant Against Discrimination

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

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

10.2 Notice

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

Orange County Fire Authority
Attention: Sara Kennedy
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:

The Counseling Team International
Attention: Julie Casto Koot
1881 Business Center Drive, #11
San Bernardino, CA 92408

10.2 Integrated Agreement

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

10.3 Amendment

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

10.4 Severability

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

10.5 Corporate Authority

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

[Signatures on Following Page]

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

APPROVED AS TO FORM.

ATTEST:

By: _____

David E. Kendig
General Counsel

Maria D. Huizar
Clerk of the Board

Date: _____

“FIRM”

**NANCY K BOHL INCORPORATED DBA
THE COUNSELING TEAM
INTERNATIONAL**

Date: _____

By: _____

Julie Casto Koot
CFO/Executive Director of
Operations

EXHIBIT “A” SCOPE OF SERVICES

A.1 PROJECT BACKGROUND

The OCFA is comprised of approximately 1500 employees including career and volunteer members, professional and administrative support staff. Personnel work a variety of shifts and in locations across the whole of the OCFA service area. The overall goal of maintaining and improving the physical and behavioral health of our members is achieved by creating a positive environment through education, fitness, support, nutritional and rehabilitative programs, counseling and critical incident response, and by providing job-related immunizations, annual medical and fitness evaluations, and cancer screenings.

A.2 FIRM RESPONSIBILITIES

Firm shall provide professional and confidential counseling services, critical incident response debriefings, defusings, clinical diffusing and debriefing intervention following a crisis, and training on maintaining strong behavioral health and wellness. This service shall be available 24/7, 365 days a year to current employees, retirees, and their families. Firm will also be responsible to train members of the Peer Support Group including the Standard Peer, CISM Peer, and Annual Currency Training. Firm shall maintain all licensing and certification as required by law and prescribed in RFP SK2634.

A.3 LOCATION

Services will be provided at various locations as designated by OCFA. Some services may be provided at the Firm's facility as approved by OCFA.

A.4 PRICING

A.4.1 FEE SCHEDULE

DESCRIPTION	Hourly Rate
Individual Psychotherapy	\$110
Crisis Intervention / CISD	\$35
On-Site Training	\$42
Peer Support Training	\$24
Retire Well Retreats (per person)	\$299

A.4.2 PRICE CHANGES

Contract pricing shall remain fixed for the initial one (1) year term of the contract. Price changes will only be granted during the 90-day period prior to each annual anniversary of the contract effective date. The contractor may submit a written request to increase pricing for an amount not to exceed the twelve month change for December in the Consumer Price Index CPI, as published by the U.S. Department of Labor, Bureau of Statistics, not to exceed 5%. Changes greater than this amount may not be accepted.

OCFA may request a price decrease should a change in the market conditions warrant such an adjustment and any reductions provided to the vendor from the manufacturer must be passed on to OCFA as soon as it is effective.

A.4.2 PAYMENT TERMS

Subsequent to delivery and acceptance of delivery, the supplier must submit an invoice for payment. Invoices can be sent electronically to: ap@ocfa.org.

Invoices shall include the Company's Federal Tax ID number, Blanket Order number, quantity & description of the product delivered, the delivery location, date of delivery and price. Payment shall be made within thirty (30) days after receipt of accurate invoice. Invoices are to be submitted in arrears for goods provided. OCFA will endeavor to honor any "prompt payment discounts" when appropriately earned. Payment discounts must be clearly indicated in the bid submission. Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date OCFA's warrant is mailed.

A.5 ADDITIONAL INFORMATION

Exhibit F: Project Approach/Customer Service

The purpose of this section is to obtain technical information regarding the services to be provided. The responses provided will be used to evaluate Criterion 4.2.1 Project Approach/Customer Service.

F.1 Describe how your firm intends to provide the services described in the SOW.

TCTI understands that the Behavioral Health and Wellness Programming is available to members, retirees, and their families on a 24/7 basis to prevent tragic events from happening again. TCTI understands that Behavioral Health and Wellness Programming is overseen by the Human Resources Department, Risk Management Division. TCTI understands that OCFA has utilized the services of an outside firm to provide employee support services to address major identifying issues such as addictive behaviors, anger, career/work related, critical incident, depression, family, stress, and suicidal ideation. TCTI understands the firm has provided customized videos designed for the needs of OCFA's personnel for Suicide Prevention and Awareness Month, along with a host of other issues that impact OCFA personnel, retirees and their families.

TCTI will provide professional and confidential counseling services, critical incident response, debriefings, defusing's, clinical diffusing and debriefing intervention following a crisis to approximately 1,500 employees including career and volunteer members, professional and administrative support staff and retirees and their eligible family members. TCTI will provide training on maintaining a strong behavioral health and wellness program. TCTI will be available 24/7 365 days a year to current employees, retirees, and their families. TCTI will also be responsible to train members of the Peer Support Group, including the Standard Peer, CISM Peer and Annual Currency Training.

TCTI understands that OCFA retirees have moved out of the area and/or out of the State of California. TCTI has a nationwide network of culturally competent clinicians that we use specifically for retirees and when possible, will be able to provide confidential counseling services to those that are no longer living in California.

TCTI understands that Behavioral Health and Wellness/ Employee Support Services shall include counseling for, but not limited to the following:

- Substance abuse (alcohol and drug)
- Anger Management
- Death/suicide (grief counseling)
- Divorce
- Domestic Violence
- Emotional (depression/anxiety)
- Employee/supervisor conflict
- Family/Parenting
- Financial
- Health
- Housing
- Job performance
- Job Stress
- Legal

- Personal Stress
- Physical/sexual assault
- Relationships

TCTI understands the Behavioral Health and Wellness/ Employee Support Services will assess the employee, retiree or eligible family member who presents in crisis to determine the appropriate level of intervention or treatment.

Eligible family members include Spouse/Domestic Partner and children (natural, adopted, foster or for whom the employee has legal guardianship).

TCTI is available to handle the day-to-day counseling requests from the Orange County Fire Authority employees and their covered family members by calling us at 800-222- 9691. We offer a team of schedulers who intercept calls Monday through Friday between the hours of 7:30am to 5:30pm. The caller will be asked a brief series of questions and will be scheduled with an appropriate clinician based on their needs. We have a team of culturally competent clinicians that specialize in the issues that first responders and their families face. We can offer in-person and or telehealth counseling services and have offices located throughout California. If a client is in crisis after hours, they can call our 800 number which will connect them to our answering service who will then connect them to our on-call clinician.

Reporting

- Utilization Reports – TCTI will deliver a monthly report must be delivered to the Human Resources/ Risk Management department and/or designee no later than thirty (30) days after the end of each month containing the following information.
- Data regarding the number of hours utilized each month as well as the problems for which employees/family members are receiving counseling, will be listed on the report.

F.2 Detail how your firm intends to meet the need for critical incident debriefings. What is provided by the firm and what will be required from OCFA to provide this service?

TCTI will provide 24/7/365, on-call Critical Incident Intervention Debriefing services including defusing, clinical defusing and other crisis response needs for the Orange County Fire Authority upon request. We offer a team of schedulers who intercept calls Monday through Friday between the hours of 7:30am to 5:30pm. When OCFA is in need, they can contact us at 800-222-9691 or 909-884-0133 and follow the prompts to be connected to our crisis team. The team will ask brief questions regarding the nature of the call, the location, how many were involved and will immediately dispatch one of our culturally competent clinicians to the requested location.

For after-hours calls, the agency would dial the same number. The call will be intercepted by our afterhours answering service. The department would state that they have a need for a clinician to respond to their agency for a Crisis Call. The operator will take down the caller's information and reach out to the clinician on-call to notify them of the request. The clinician will then contact the agency and speak to the caller to ask all the required questions to dispatch to the call. Our response time is usually within two hours of the request.

TCTI has a team of culturally competent clinicians and administrative staff that have been trained to handle large-scale events. We have provided over 200 critical incident responses every year for the past

decade to over 100 departments and have been able to fulfill the requests that arise. TCTI can provide staff to run these trauma units from our Headquarters office located in San Bernardino or at the requested facility within the Orange County Fire Authority. TCTI Staff will schedule and provide the necessary steps to accomplish the tasks needed to assure the impacted staff involved in the incident are taken care of and their mental health needs are met. TCTI clinicians are all trained to respond to traumatic events and are trained by the International Critical Incident Stress Foundation (ICISF).

Based on the nature of the event, TCTI's clinician will establish what will be the most effective way to handle the crisis:

TCTI's protocols for such services are as follows:

Critical Incident Stress Defusing:

Defusing is a small group discussion following the critical incident which typically takes place within 2 to 12 hours of the event. It includes a three-phase structure, and the duration is usually less than 1 hour. The group is typically a homogeneous group that consists of persons directly impacted by the event. The goal of a defusing is to normalize reactions and lower the group's tension, set expectations, provide information, discuss coping methods, and identify those individuals who may need additional support. Defusing helps to accelerate the recovery process and identify the need for debriefings and other services. The process of the defusing helps to establish a non-threatening social environment, allows rapid processing of the traumatic event, equalizes the information among members of the group, provides information for stress survival, affirms the value of the personnel, and develops expectancies for the future. Typically, in a defusing process there may not be a set of pre-arranged questions; the questions may be developed on the spot. The three phases include the following steps: *The Introduction Phase* is designed to introduce the team, lay out guidelines and lower anxiety about the process. *The Exploration Phase* allows a brief discussion of the experience and a brief story of the event. *The Information Phase* is designed to provide information, normalize, teach, provide guidance, and summarize key points.

Critical Incident Stress Debriefing:

Critical Incident Stress Debriefings (CISD) are structured in small groups and must follow the crisis intervention process developed by Jeffery Mitchell, Ph.D. of the International Critical Incident Stress Foundation (ICISF). The function of this process is to build the group's resistance to traumatic stressors through an active and supportive process. CISD focuses on the group's ability to bounce back from a traumatic incident by emphasizing group cohesion, group performance and the ability of the group to recover and resume its normal functions. CISD is not a form of psychotherapy, nor is it a substitute for psychotherapy, professional counseling, treatment of Posttraumatic Stress Disorder (PTSD), or any other mental or physical disease or disorder. It is not a cure for PTSD or any other mental or physical disease or disorder. It is not an organizational problem-solving process for administrative problems. CISD works within the bounds of normality. The goal is to facilitate a normal recovery process among normal people within a small group who may be experiencing normal reactions to an abnormal event.

It is also used to identify those who might be in need of additional support and in some cases referral for professional psychotherapy. CISD is best applied between 24 and 72 hours after a traumatic event. In some cases, such as a disaster in which the individuals exposed have continuous exposure to the event over time, the CISD may not be provided until several weeks have passed.

TCTI's MHP will consider the psychological readiness of the group for the debriefing process in order to avoid any negative or adverse reactions. A CISD may last between 1 to 3 hours, depending on the number of people in the group and the nature of the event. More intense events may generate stronger emotional reactions which may make it more difficult for individuals to express their feelings.

TCTI's MHP's will follow the Seven Steps of a debriefing:

The process will include an *Introduction Phase* where the CISD facilitator will lay down the basic guidelines and the process of the debriefing. *The Fact Phase* will allow each group member to describe their experience of the incident, giving everyone a chance to speak if they wish. The *Thought Phase* allows the group members to talk about more personal thoughts, including out-of-the-ordinary thoughts; this Phase gives the facilitator the chance to normalize these thoughts and feelings. The *Reaction Phase* allows group members to discuss the worst aspects of the event for them personally. The *Symptoms Phase* allows group members to discuss what they have experienced in terms of emotions, physical reactions, or behaviors as a result of the event. In the *Teaching Phase* the facilitator is able to put things into perspective for the group members in relation to the symptoms, emotional reactions, and behaviors that have been discussed during the previous five phase discussions. This information is integral to the group members' recovery. The *Re-entry Phase* is designed to answer any questions the group may have, and to summarize what has been learned and achieved from the discussion.

Crisis Management Briefings:

Crisis Management Briefings (CMB) are structured for larger groups or communities and are designed to provide information about the incident, control rumors, educate about symptoms of distress, inform about basic stress management, and identify resources available for continued support if desired. CMB's are not a press conference and media are not permitted. It is not psychotherapy, does not substitute for psychotherapy; it is not a Critical Incident Stress Debriefing and is not a focus group. The average CMB is approximately 45 – 75 minutes, depending on the circumstances and the needs of the affected employees. The goal of a CMB is to provide coping resources, engender cohesion and morale, re-establish a sense of community, provide information and a sense of leadership, reduce tension and chaos, enhance credibility and control rumors. The phases of a CMB are as follows:

1. Assemble Groups
2. Find a credible representative of the field office to present facts on the situation.
3. Get the views from other employees on the psychological impact of the event.
4. Provide suggestions for coping and stress management as well as provide resources for follow-up appointments.
5. Allow the opportunity for questions and answers.

A CMB may be one of the most effective tools available. TCTI will not allow a CMB to degenerate into name calling, accusations and/or become a general forum for organization or leadership bashing. The goals of psychological first aid is to be supportive and assist the law enforcement officer in dealing with their stress reaction. It is to prevent and if necessary, control behavior harmful to them or others. It is also to help return the law enforcement officer to duty as soon as possible after dealing with the stress reaction.

Psychological First Aid:

Psychological First Aid really means nothing more complicated than assisting people with emotional distress whether it results from physical injury, disease, or excessive stress. Emotional distress is not always as visible as a wound, a broken leg, or a reaction to pain from physical damage. However, overexcitement, severe fear, excessive worry, deep depression, misdirected irritability, and anger are signs that stress has reached the point of interfering with effective coping.

Critical Incident Stress Demobilization:

Demobilization is usually a one-time, large group information process for employees who have been exposed to a significant traumatic incident. Most of the time, a demobilization occurs at the end of a shift and is immediately applied before the employees are released to go home. The main function of demobilization is to provide practical information, provide a rest break after disaster work and before returning home and to provide the opportunity for assessment of personnel to see who might need additional support. The participants only sit and listen during the information sessions, no participant has to speak. The Clinician will provide information on stress and survival and toward the end of the group session, participants are asked if they have questions or would like to say anything. A demobilization serves a secondary function as a screening opportunity to assure that individuals who may need assistance are identified after the traumatic event.

F.3 Describe your approach for program implementation. Specifically, how your firm will introduce yourself to the OCFA?

TCTI will send one of their executive staff members and/or clinicians to the departments for an initial orientation with command staff, upper administration and/or peer support. At that time, TCTI's representative will verbally provide all the information on how the program works and answer any questions that may arise. TCTI will also provide orientations to substations upon request by the department. TCTI will provide educational material and information such as forms, posters or mailers so that the program can be properly advertised. TCTI can also provide a video link of the recorded orientation for other staff members to view later.

All material is also located on our website at www.thecounselingteam.com in our wellness library under our Resources tab.

A TCTI representative will also be available to attend Health Fairs, Family days or any other events as requested by the Orange County Fire Authority.

F.4 Describe your process for incident related counselor deployment to debrief/diffuse OCFA personnel. How are the counselors dispatched?

TCTI has a team of professional MHP's which operate out of TCTI's headquarters in San Bernardino as well as 76 satellite offices located throughout California; twenty-one of which are in the County of Orange so that TCTI can meet the needs at any location within Orange County.

TCTI has three (3) mental health professionals on call at all times, one primary and two backups. TCTI also has thirty-five (35) additional mental health professionals available to be on standby for major incidents. TCTI is available 24/7/365 "Stand by Status" (SBS).

TCTI will provide 24/7/365, on-call Critical Incident Intervention Debriefing services including defusing, clinical defusing and other crisis response needs for the Orange County Fire Authority upon request. We offer a team of schedulers who intercept calls Monday through Friday between the hours of 7:30am to 5:30pm. If the police or fire department are in need, they can contact us at 800-222-9691 or 909-884-0133 and follow the prompts to be connected to our crisis team. The team will ask brief questions regarding the nature of the call, the location, how many were involved and will immediately dispatch one of our culturally competent clinicians to the requested location.

For after-hours calls, the agency would dial the same number. The call will be intercepted by our afterhours answering service. The department would state that they have a need for a clinician to respond to their agency for a Crisis Call. The operator will take down the caller's information and reach out to the clinician on-call to notify them of the request. The clinician will then contact the agency and speak to the caller to ask all the required questions to dispatch to the call. Our response time is usually within two hours of the request.

The department will also be assigned a contact person for any special referrals or problems that may occur and will be able to guide the Orange County Fire Authority on the best steps of action based on their needs.

F.5 Describe your approach and services/training offered to support OCFA's Peer Support Team?

TCTI will help to develop a Peer Support Team within the Orange County Fire Authority as well as help consult with the department's Peer Support Program by attending meetings as needed once the members of the team have completed the Three-day ICEMA/STC Certified Peer Support Training. TCTI is also able to provide a wide variety of training classes. This educational approach can serve as a proactive measure, as well as a follow-up tool. Classes can be tailored to fit your specific needs and can range from 2 to 8 hours. Training programs can provide the skills that will maximize the employee's ability to function as a team and to continue to develop productive careers.

TCTI's Administrative Training staff can be reached Monday through Friday between the hours of 7:30am and 5:30pm by calling 800-222-9691. They have been trained to work with our first responder agencies to assure the best training is being provided. Our training team will help you pick out classes that will best suit your agency's needs and can help you to create the best up-to-date training plan for your agency. TCTI has over 30 culturally competent clinicians that can be scheduled to teach onsite or virtually. We have ICEMA/STC Certified instructors on staff as well as our Consulting Director, Dr. Nancy Bohl Penrod who is a trainer for International Critical Incident Stress Foundation and provides on-going professional updated training to TCTI mental health professionals.

TCTI also offers a semi-annual Peer Support training held in a different county each year to assure that all peer support members have an opportunity to attend and network with other peers who have the same interest at heart. These training/meetings have shown to be a successful resource for our peer supporter community.

F.6 What type of training and services do you offer?

TCTI offers a broad spectrum of training courses to our first responder agencies. We can offer in person training and/or virtual options. TCTI can also assist with training videos as well as podcasts to ensure that your employees are getting the most up to date information on societal issues.

Here is an example of some of the courses that we have available:

- Peer Support Training
- Advanced Peer Support Training
- Group Crisis (CISM)
- Advanced Crisis Management
- Wellness Coordinator Training
- Basic Veteran Military Cultural Competencies for First Responders
- Veteran Mental Health Identification for First Responders
- Families on the Frontline
- Significant Other Survival (S.O.S)
- Understanding Behavioral Health
- Suicide Prevention and Intervention
- Dealing with Difficult People in the Workplace and Beyond
- Substance Abuse and Coping Strategies for First Responders
- Mental Health Mayday
- Effectively Coping with Change
- Born into the Badge – Parenting in a First Responder Family
- Social Media Burnout
- Evolution of Care
- Finding Life Balance
- The Effects of Burnout and Compassion Fatigue
- Mindfulness for Public Safety Professionals
- Communication and Teamwork
- Diversity in the Workplace
- Priority One: First Responder Children and Family Wellness
- Peer Support Training for the First Responder Family
- Time and Task Management
- Addiction and Recreational Drug Use: Substance Abuse Trends and Impact

Exhibit H: Available Resources and Value – Added Benefits

Offeror Shall provide detailed information that describes how the respondent intends to provide the requested equipment and services set forth in the Scope of Work. Responses will be used to evaluate Criterion 4.2.3 Available Resources and Value-Added Benefits and should address and identify, at a minimum the criteria below:

H.1 What other additional value-add services that are not required in the SOW do you offer?

Our team is passionate about comprehensive treatment that addresses unique mental and behavioral health concerns. We aim to ensure that first responders feel secure and cared for while in our care. We believe that first responders can heal and thrive in their careers and personal lives with proper support. Our team of professionals has a long history of connection to the first responder profession. We want all our clients to feel understood and confident that they are receiving the care they need.

TCTI has the ability to connect peer support teams in orange county in case of a large-scale incident and additional resources are required. This is done through Orange County Peer Support (OCPS) consortium and through the Orange County Peer Support Coordinators.

TCTI will appoint a program manager dedicated to the OCFA to ensure that your needs are met.

H.2 Describe what type of informational digests, platforms, etc. that you will make available to OCFA Staff.

TCTI stores informational digests and information on the newly updated website that can be found at www.thecounselingteam.com This website contains over 75 articles and handouts and has a variety of surveys and tests and measurement tools for self-help on various situations including Guided Imagery, Visualization, Relaxation Techniques and Breathing Exercises. These resources can be found in our wellness library under our Resources tab.

TCTI will also pre-record short, topic specific videos upon the request of the Orange County Fire Authority.

In 2024, TCTI plans to create a quarterly newsletter that will contain helpful information, trending topics and upcoming training information as well as other helpful information.

H.3 How many of each type of counselor do you have available (desk vs CISM Certified)

TCTI currently has over 100 clinicians located throughout California. These clinicians provide in person and/or telehealth counseling services. TCTI is always working towards building a stronger, culturally competent clinical network so that we continue to meet the needs of our department's retirees, employees, and their family members. I have listed the number of clinicians that we currently have in each county below:

- Los Angeles – 15
- Orange County – 21
- Riverside County – 12
- San Bernardino – 16
- San Diego – 18

- San Luis Obispo – 7
- San Mateo – 1
- Santa Barbara – 15
- Sonoma – 1
- Ventura – 10

TCTI currently has a network of 35 Crisis Trained Clinicians. These clinicians are located throughout California and have received the International Critical Incident Stress Foundation (ICISF) Training as well as TCTI's Cultural Competency Training.

H.4 What types of training do you offer both for new recruits and new leaders. Please describe your ability to provide this training to OCFA's Firefighters, Fire Captains, and Battalion Chief academies.

TCTI can provide in-person and/or virtual training options to new recruits and new leaders. We can provide these courses as the department requires.

Here is a list of some of our newer training courses. These training courses can be tailored to fit the needs of the Orange County Fire Authority.

Wellness Coordinator Training

Course Description: This course is dedicated to first responders who are now Wellness Coordinators for their departments and organizations that are creating their own wellness team. This 5-day course will cover an overview of a group project, the role of a wellness coordinator, and an introduction to the topic of wellness and the development of a wellness program. Emotional wellness, factors impacting emotional wellness, first responder suicide, and evaluating and providing recommendations for your department's emotional wellness will be reviewed. An in-depth look at wellness types, such as occupational, retirement, leadership, social, physical, environmental, intellectual, financial, and spiritual wellness will also be examined and discussed.

First to Respond, Last to Seek Help

Course Description: First Responders are regularly exposed to acute trauma that can lead to physical, mental, and emotional exhaustion of the body and mind. In response to the high intensity of your career, the accumulation of traumatic stress injuries, concentration, judgment, sleep, and even relationships are negatively affected. Over time, many develop an unhealthy reliance on alcohol or other substances to cope, while also experiencing mental health issues like post-traumatic stress injuries (PTSI), depression, and anxiety.

Cultivating Resilient Responders

Course Description: This course will help you identify different types of resilience that arise from effectively managing stress and challenges you face in your career. You will also learn how to implement tools in your work and home life to become more resilient.

Emotional Intelligence

Course Description: Learn how to increase your insight into emotions, responses, and triggers. This course provides first responders with ways to improve their emotion regulation and identify disruptive thoughts. The information provided in this course can serve as both professional and personal

development or support in helping friends, family, peers, and employees with their own emotional intelligence.

Wellness in the Workplace and at Leisure

Course Description: This course is designed to promote wellness by providing you with a better understanding of the types of stressors that occur in your professional and personal life. You will be able to apply the skills you learn concerning diet, exercise, healthy habits, and the benefits of obtaining good sleep to maintain overall wellness.

Suicide Prevention and Intervention

Course Description: This class is designed to raise suicide awareness and provide practical intervention techniques. In addition to understanding the myths and reasons behind suicide, it's also imperative to assess the lethality of the suicidal person. This class will provide methods, tips, and questions to assess and assist the suicidal person in order to help them de-escalate.

Moving Beyond Betrayal

Course Description: Betrayal can be experienced in a variety of ways and can cause many to get stuck feeling like a victim that leads to resentment and reactivity. Whether it is with an organization, friendship or significant other, most of us can relate to the deep pain that betrayal can cause. This course will teach ways to heal, mend, and find a level of acceptance even if trust cannot be repaired. It will explore methods to build trust in all relationships you have at work, in social circles, and in your personal life.

Leadership Courses:

Leadership Matters

Course Description: Good leadership is essential to a successful organization. This 4-hour course is an introduction to the Legitimate Leadership educational series. Both seasoned and aspiring leaders will benefit from this comprehensive overview of leadership topics. This training will provide first responders with the tools they need to enhance their own personal leadership skills.

Legitimate Leadership

Course Description: What do you struggle with as a leader? How do you hold people accountable while also empowering them? Does your organization turn mistakes and failures into opportunities for resilience? This course provides practical tools to help ensure that you are a legitimate and respected leader, and not merely "managing the chaos." You will learn how to display assertiveness that fosters trust and improves both your performance and the performance of others in all levels of your organization. This course will provide you with tools to help others see you as a competent and compassionate leader. You will also learn how to improve your work-life balance, while creating a healthier organizational culture.

Maintaining Leadership/Supervisor Boundaries

Course Description: Leadership is rewarding, but it can be challenging when boundaries are not clearly defined and respected. This course will teach ways to enhance your natural leadership style while creating a plan that instills trust with your team.

Mission and Values for You and Your Team

Course Description: Learn about how stress negatively affects health and life balance, and ways to

improve your overall productivity. This course will help you effectively work with your team to create personal and professional goals that align with the greater mission and vision of your organization.

Retire Well

Course Description: Research shows that approximately one in ten retirees report suicidal ideation, and one in four suffer from significant life dissatisfaction, mood, and relationship issues. This multi day course was developed to focus on mental health and wellness in pre-retirement and into early retirement to reduce depression, improve socialization, and focus on relationship functioning issues. This is not just another retirement presentation that solely focuses on financial wellness. This is a retirement resilience course that provides tools to help you rediscover identity, purpose, security, and acceptance into retirement in order to improve quality of life adaptation and make the unknown known.

Peer Support Courses

Peer Support Training

Course Description: This three-day course brings participants together that have been selected as peer supporters by their department on a volunteer basis from all ranks and positions within the workplace. Throughout this class, participants will acquire supportive skills which are designed to help them assist their co-workers who are experiencing a variety of life crisis situations, who feel comfortable talking to someone that has “been there” and understands what it’s like to work “their jobs”.

Peer support provides a way for employees and their family members to confidentially talk about personal/professional problems with specially trained co-workers who understand and want to help. Their primary function is to LISTEN, ASSESS and whenever necessary, REFER to mental health professionals. They are taught to complement those services provided by mental health professionals.

Class Topics

- Developing a Peer Support Program
- Self-Disclosure
- Active Listening/Paraphrasing
- Crisis Intervention Techniques
- Dealing with Depression and Suicide Situations
- Grief and Mourning
- Line-of-Duty-Deaths
- Critical Incident Stress Management
- Eye Movement Desensitization and Reprocessing (EMDR)
- Diversity in Public Safety (LGBTQIA)
- Substance Abuse

Advanced Peer Support Training

Course Description: Advanced Peer Support training is designed to enhance skills learned in the basic Peer Support course, strengthen current skills of Peer Supporters, introduce new topics and learn ways to help keep the Peer Support team healthy and strong. An overview of the signs, symptoms and treatment recommendations for posttraumatic stress disorder (PTSD) will be covered, and a treatment option known as Eye Movement Desensitization and Reprocessing (EMDR) will be identified and explored. Participants will also learn about Suicide Prevention and Intervention and will obtain a 4-hour Gatekeeping QPR certificate, as well as ways to be prepared on handling difficult debriefing situations.

Class Topics

- Understanding PTSD
- Learn the differences between Posttraumatic Stress and PTSD
- Review Eye Movement Desensitization and Reprocessing (EMDR)
- Develop skills for dealing with suicidal peers
- Develop skills for handling difficult debriefings
- Reinforce basic Peer Support skills
- Discover ways to keep your Peer Support team healthy

Group Crisis Intervention (CISM)

Course Description: This course will prepare participants to understand a wide range of crisis intervention services including pre and post incident crisis education, significant other support services, on-scene support services, crisis intervention for individuals, demobilizations after large-scale traumatic incidents, small group defusing's and group interventions known as Critical Incident Stress Debriefing (CISD).

Class Topics

- Types of Critical Incidents
- Critical Incident Stress
- Stress Preventatives
- Demobilizations
- Defusing's
- 7 Phases of Debriefings

Retreats

Peer Support Team Retreat

Retreat Description: Your career and role as a peer supporter focuses on crisis and traumatic events. With the chronic cumulative stress in your role, you can take time to balance and decompress at this retreat. Along with your peer support team, you will develop stress reduction skills, improve mental performance through mitigation techniques, and create a healthy plan for yourself, family, and team. This is a 3 day / 2 night retreat.

Fire Chief Resilience & Leadership Retreat

Retreat Description: It can be lonely at the top, and often the best support system is with fellow chiefs who are walking the same path. Together, you can take the time to focus on personal and organizational resilience, while balancing assertiveness that fosters trust at all levels of your organization. This 3 day / 2 night retreat is held at our Eagle Creek Retreat Center in Idyllwild, California. Along with other Chiefs, you will strengthen your skills so others will continue to see you as a respected, competent, and compassionate leader. You will also learn how to improve work-life balance, while creating a healthier culture for your department. This retreat is exclusively for The Fire Chief. Other command staff should attend our Wellness and Resilience Retreat that can be tailored for leadership.

Wellness and Resilience Retreat

Retreat Description: Experiencing stress and witnessing traumatic events have a lasting impact with symptoms that can linger for months or even years if not properly addressed. Whether you are a first responder, professional staff, or hold a leadership role such as a chief or captain, you may find that you tend to push down feelings and carry on as usual, even though you may be struggling to process high levels of stress, fear, guilt, and grief. In response, the brain sends out distress signals that create emotional, physical, and psychological symptoms that can negatively impact your overall health, concentration, emotional regulation, and more. The retreat is specially designed so you can learn to identify necessary skills for stress reduction and mental health mitigation techniques to improve overall mental performance. This is a 3 day / 2-night retreat.

Trauma and Resilience Retreat

Retreat Description: All-inclusive and for any first responder who has experienced trauma, whether it be an accumulation of day-to-day exposure to trauma; or a critical incident. This retreat will address Post Traumatic Stress injuries and mental health, equip attendees with tools to process trauma exposure and occupational stress, explore techniques to improve overall mental health performance and wellbeing; focus on unresolved grief, anger and frustrations; create a value based plan for self-improvement; Attendees will attend a responder resilience workshop; explore what burnout and compassion fatigue are and how to be self-aware of this; study post traumatic growth practices; They will receive (2) 1 to 1 counseling sessions with a licensed therapist; practice stress reduction, self-care and healing practices through massage, yoga, meditation and group trust exercises; experience the benefits of Accelerated Resolution Therapy and EMDR; and experience the benefits of equine therapy. Participants will take home a plethora of new tools for their mental wellness toolbox.

**** Cost can be discussed based on department needs and attendees**

H.5 What type of additional as-needed services are offered by your counselors and firm?

A vast majority of TCTI's clinicians have received special training and are able to offer more intense treatment styles such as Accelerated Resolution Therapy (ART), Eye Movement Desensitization Reprocessing (EMDR) or Rest Information Transition Services (RITS).

Accelerated Resolution Therapy (ART) is an innovative approach to trauma treatment and other mental health disorders. Accelerated Resolution Therapy works more rapidly than other forms of therapy, therefore it's brief and effective nature makes it one of the best options for the treatment of post-traumatic stress injuries. ART was developed by Laney Rosenzweig, in 2008 by adapting and changing EMDR (Eye Movement Desensitization Reprocessing) and combining several evidence-based techniques in order to create a more accelerated form of trauma processing. ART was recognized by the National Registry in 2015 as an Evidence-Based Programs and Practices.

During ART sessions, clients recall traumatic events, and the therapist facilitates recategorization of the memories over the course of 1-5 sessions. The results are amazing as clients report no longer feeling intense distress, intrusive recollections of memories or other disruptive symptoms such as panic attacks, flashbacks, or nightmares.

Eye Movement Desensitization and Reprocessing (EMDR) services to the employees of the Orange County Fire Authority. Eye Movement Desensitization and Reprocessing (EMDR) therapy helps "unstick" traumatic experiences, neurologically, and allows the brain to process the experience to an "adaptive resolution."

When an individual is very upset, their brain cannot process information as it does ordinarily. One moment becomes "frozen in time," and remembering a trauma may feel as bad as going through it the first time because the images, sounds, smells, and feelings haven't changed. Such memories have a lasting negative effect that interferes with the way a person sees the world and the way they relate to other people.

EMDR seems to have a direct effect on the way that the brain processes information. Normal information processing is resumed, so following a successful set of EMDR sessions, a person no longer relives the images, sounds, and feelings when the event is brought to mind. You still remember what happened, but it is less upsetting. EMDR appears to be similar to what occurs naturally during dreaming or REM (rapid eye movement) sleep.

Rest, Information, Transition Services (RITS) is also used by TCTI clinicians. This is usually a one-time, large group information process for employees who have been exposed to a significant traumatic incident. Most of the time, a demobilization occurs at the end of a shift and is immediately applied before the employees are released to go home. The main function of demobilization is to provide practical information, provide a rest break after disaster work and before returning home and to provide the opportunity for assessment of personnel to see who might need additional support. The participants only sit and listen during the information sessions, no participant has to speak. The TCTI MHP will provide information on stress and survival and toward the end of the group session, participants are asked if they have questions or would like to say anything. A RITS is a secondary function as a screening opportunity to assure that individuals who may need assistance are identified after the traumatic event.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
February 22, 2024

Agenda Item No. 2F
Consent Calendar

Approval of Memorandum of Understanding
Between the Orange County Fire Authority and the Consolidated Fire
Protection District of Los Angeles County

Contact(s) for Further Information

Tim Perkins, Assistant Chief
Field Operations South

timperkins@ocfa.org

714.573.6761

Kyle Kuzma, Battalion Chief
Air Operations

kylekuzma@ocfa.org

949.468.8021

Summary

This item is submitted for approval of a Reimbursement Agreement by and between Consolidated Fire Protection District of Los Angeles County and the Orange County Fire Authority (OCFA) for the use of Quick Reaction Force (QRF) program assets.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Fire Chief to execute the Reimbursement Agreement by and between the Consolidated Fire Protection District of Los Angeles County and the Orange County Fire Authority for the use of Quick Reaction Force program assets.

Impact to Cities/County

None.

Fiscal Impact

The reimbursement agreement will provide a mechanism by which both OCFA and the Consolidated Protection District of Los Angeles County will mutually reimburse each other for the use of QRF program assets.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

Wildland fire remains the most significant threat to life and property in California. Given the devastating and destructive wildfires of recent years, Governor Gavin Newsom, as well as fire agencies and utility companies throughout the state, continue to emphasize that wildfire mitigation and suppression are a top priority. The Quick Reaction Force (QRF) is organized and dispatched as a complete aviation suppression package with everything it needs to operate at full capacity without having to rely on logistical support from the incident organization. QRF resources can be utilized on initial attack incidents and when a wildland fire exceeds the suppression efforts

mounted during initial attack, the QRF Program can rapidly deploy additional reinforcement aircraft including Very Large Helitankers, Aerial Supervision Aircraft, and Mobile Fire-Retardant Plant Services. The components of the QRF are strategically located throughout the three partner counties with Orange County's resources based at the Fullerton Municipal and Chino Airports. The QRF will operate within the defined fire threat areas of the SCE service territory.

Additional background

This agreement will provide for the reimbursement costs associated with the orders for reciprocal aid utilizing specialized equipment, involving fire and/or life safety services and with the Consolidated Fire Protection District of Los Angeles County.

A summary of the significant points in the proposed MOU include:

- This agreement is not related to or associated with any Automatic Aid/Initial Action agreements.
- This reimbursement agreement will provide a mechanism by which both OCFA and the Consolidated Fire Protection District of Los Angeles County will mutually reimburse each other for the use of QRF program assets.
- The purpose of this reimbursement agreement is to establish a revenue and expenditure schedule with OCFA for the use of the Southern California Edison's Quick Reaction Force (QRF) Program assets.
- This agreement was approved by the County of Los Angeles Board of Supervisors on February 6, 2024.

Attachment(s)

Proposed Reimbursement Agreement by and between the Consolidated Fire Protection District of Los Angeles County and the Orange County Fire Authority.

1 **REIMBURSEMENT AGREEMENT BY AND BETWEEN THE**
2 **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**
3 **AND THE ORANGE COUNTY FIRE AUTHORITY**
4

5 **THIS AGREEMENT** ("Agreement") is made and entered into this ____ day of _____,
6 2024, by and between the Consolidated Fire Protection District of Los Angeles County,
7 hereinafter referred to as the "District", and the Board of Directors of the Orange County Fire
8 Authority, hereinafter referred to as "OCFA." The District and OCFA, hereinafter collectively
9 referred to as the "Parties", or individually as "Party".

10 **W I T N E S S E T H**

11 **WHEREAS**, the District and OCFA are desirous of entering into an Agreement which will
12 provide for the reimbursement of costs associated with the orders for reciprocal aid utilizing
13 specialized equipment, involving fire and/or life safety services; and

14 **WHEREAS**, this Agreement is authorized by the Board of Supervisors of the County of
15 Los Angeles on January 9, 2024, to enter into reimbursement agreements with other local,
16 State, and/or federal agencies; and

17 **WHEREAS**, this Agreement is not related to or associated with any Automatic Aid/Initial
18 Action agreements, and

19 **WHEREAS**, the purpose of this reimbursement Agreement is to establish a revenue and
20 expenditure schedule with OCFA for the use of the Southern California Edison's Quick
21 Reaction Force (QRF) Program assets.

22 **NOW, THEREFORE, IN CONSIDERATION** of the covenants, representations and
23 agreements set forth herein, the parties mutually agree as follows:

24 **SECTION I. RECITALS**

25 The recitals set forth above are hereby incorporated herein by reference as if set forth in
26 full in the body of this Agreement.

1 **SECTION II. QUICK REACTION FORCE**

2 The QRF Program was developed to provide supplemental aviation force during
3 simultaneous fires in multiple jurisdictions where standard suppression measures may be
4 inadequate, and fires are likely to escape initial response.

5 **SECTION III. INVOICING**

6 Either Party requesting use of the other Party's aircraft(s) will be invoiced monthly by the
7 hosting Party for flight time only, as delineated in Exhibit A – Billing Rate. Payment of all
8 invoices under this Agreement shall be made within thirty (30) days of receipt of an accurate
9 invoice, approved by the requesting Party's representative.

10
11 Payment and invoices shall be sent to OCFA:
12 Orange County Fire Authority
13 P.O. Box 53008
14 Irvine, California 92619-3008
15 Attention: Accounts Receivable for payment and Accounts Payable for invoices.

16
17 Payments shall be sent to the DISTRICT at:
18 Los Angeles County Fire Department
19 Financial Management Division
20 P.O. Box 54740
21 Los Angeles, CA 90054-0740

22
23 Invoices shall be sent to the DISTRICT at:
24 Los Angeles County Fire Department
25 Financial Management Division
26 P.O. Box 910901
27 Commerce, CA 90091-0901
28 Fire-InvoiceSubmission@fire.lacounty.gov

29 The Party will be invoiced for every 1/10th of an hour flown (Hobbs). Hobbs meter is an oil
30 pressure activated instrument and records actual flight time. If the aircraft is airborne and then
31 cancelled or diverted to another incident, the associated cost of flight time will be billed to the
32 appropriate requesting agency.

SECTION IV. INDEMNIFICATION

OCFA must indemnify, defend, and hold harmless the District, County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents (“District Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the District Indemnitees.

District must indemnify, defend, and hold harmless the OCFA, its elected and appointed officers, employees, and agents (“OCFA Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the OCFA Indemnitees.

SECTION V. ORDERING CONTACT AIRCRAFT

Ordering of the aircraft shall be coordinated by either Party.

SECTION VI. MOBILE RETARDANT BASE (MRB)

If the MRB is needed, the District’s IC will contact District's Command and Control (C&C) Center and make request for the MRB to be deployed. The District’s C&C will request for the MRB through OCFA Emergency Command Center. The Cal OES Region 1/DISTRICT will also notify South Ops.

SECTION VII. PARTY RESPONSIBILITIES

a. Party will operate the aircraft per Federal Aviation Administration “Public Aircraft” designation, Title 49 of the US Code, Section 40102 (a)(37)(D).

b. Aircraft will be staffed twenty-four (24) hours.

SECTION VIII. NOTIFICATIONS

All other notifications as provided for in this Agreement, unless stated otherwise herein, shall be in writing and shall be addressed to the representative of each Party at the following addresses:

1
2 OCFA: Fire Chief Brian Fennessy
3 Orange County Fire Authority
4 P.O. Box 53008
5 Irvine, CA 92619
6
7 DISTRICT: Fire Chief Anthony C. Marrone
8 Los Angeles County Fire Department
9 1320 North Eastern Avenue
10 Los Angeles, CA 90063
11

12 **SECTION IX. AGREEMENT TERM AND TERMINATION**

13 This Agreement shall be effective upon the first date above written and remain effective
14 until terminated by written notification by the District or OCFA. Either Party to this Agreement
15 may terminate this Agreement upon thirty (30) days' written notice to the other Party.

16 **SECTION X. COUNTERPARTS AND ELECTRONIC SIGNATURES**

17 This Agreement may be executed in one or more counterparts, any of which shall be
18 deemed an original, but all of which together shall constitute one and the same instrument.
19 This Agreement may be signed by either or both parties via electronic or digital signature, the
20 force and effect of which shall be deemed the same as an original wet signature.

21 **SECTION XI. ENTIRE AGREEMENT**

22 This Agreement constitutes the entire understanding and agreement of the parties. This
23 Agreement shall only be amended in writing and signed by both parties.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed
2 by their duly authorized officers.

3
4 **CONSOLIDATED FIRE PROTECTION**
5 **DISTRICT OF LOS ANGELES COUNTY**

ORANGE COUNTY
FIRE AUTHORITY

6
7 By _____
8 Anthony C. Marrone, Fire Chief

By _____
 Brian Fennessy, Fire Chief

9 Date _____

Date _____

10
11 APPROVED AS TO FORM:

APPROVED AS TO FORM:

12
13 DAWYN R. HARRISON
14 County Counsel

15
16 By _____
17 Senior Deputy

By _____

EXHIBIT A

COUNTY OF LOS ANGELES FIRE DEPARTMENT

COULSON HELITANKER BILLING RATE

FY 2023-24

HELICOPTER SIKORSKY (S-76)

Cost per flight hour for Aircraft (S-76)	\$3,969.00
------------------------------------------	-------------------

MOBILE RETARDANT PLANT – OT (1)

Cost per 12 Hour Shift (Operational Period(s) (0800-2000; 2000-0800)	\$2,000.00
----------------------------------------------------------------------	-------------------

MOBILE RETARDANT PLANT – OT (STANDBY) (1)

Cost per 12 Hour Shift (Operational Period(s) (0800-2000; 2000-0800)	\$583.00
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WATER TENDER (PERIMETER SOLUTIONS) (2)

Cost per 12 Hour Shift (Operational Period(s) (0800-2000; 2000-0800)	\$2,000.00
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WATER TENDER (PERIMETER SOLUTIONS - STANDBY) (2)

Cost per 12 Hour Shift (Operational Period(s) (0800-2000; 2000-0800)	\$166.67
----------------------------------------------------------------------	-----------------

MOBILE RETARDANT – PRODUCT (3)

Actual Cost Per Mixed Gallon	
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FREIGHT (PERIMETER SOLUTIONS) (4)

Actual Cost to Location and Return to Point of Origin	
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LARGE VEHICLE MILEAGE (FUEL TRUCK, BUS, SERVICE TRAILER)

Cost per Mile	\$4.43
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AIR TACTICAL GROUP SUPERVISORS (ATGS)

Cost per Hour	\$166.00
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EXHIBIT A

COUNTY OF LOS ANGELES FIRE DEPARTMENT

COULSON HELITANKER BILLING RATE

FY 2023-24

HELITANKER (CH-47D)

Cost per hour

Cost per flight hour for Aircraft (CH-47D)	\$10,462.36
--------------------------------------------	-------------

BACKUP AIRCRAFT (S61)

Cost per hour

Cost per flight hour for Aircraft (S61)	\$6,082.68
-----------------------------------------	------------

BLAZETAMER GEL

Cost + 15% per gallon (open book billing)	
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Notes:

Hourly flight rate taken from Exhibit B1- Pricing Sheet of Contract #FR10569

Per Chief O'Brien, there is an understanding between LA County, Orange County and Ventura County that only the base flight rate will be charged because we are all part of the SCE grant.

EXHIBIT B

COUNTY OF LOS ANGELES FIRE DEPARTMENT

COULSON HELITANKER BILLING RATE

FY 2023-24

HELITANKER (CH-47D)

Cost per hour

Cost per flight hour for Aircraft (CH-47D)	\$10,462.36
--------------------------------------------	-------------

BACKUP AIRCRAFT (S61)

Cost per hour

Cost per flight hour for Aircraft (S61)	\$6,082.68
-----------------------------------------	------------

BLAZETAMER GEL

Cost + 15% per gallon (open book billing)	
-------------------------------------------	--

Notes:

Hourly flight rate taken from Exhibit B1- Pricing Sheet of Contract #FR10569

Per Chief O'Brien, there is an understanding between LA County, Orange County and Ventura County that only the base flight rate will be charged because we are all part of the SCE grant.



Orange County Fire Authority **AGENDA STAFF REPORT**

Executive Committee Meeting
February 22, 2024

Agenda Item No. 2G
Consent Calendar

Award of Contract for Enterprise Phone System

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Business Services Department

jimruane@ocfa.org

714.573.6801

Joel Brodowski, IT Division Manager
Logistics Department

joelbrodowski@ocfa.org

714.573.6421

Summary

This agenda item seeks approval to award a contract for the purchase of an Enterprise Phone System to Presidio West, the only responsive responsible bidder responding to Invitation for Bid RO2648A.

Prior Board/Committee Action

None

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to award the contract to Presidio West for an Enterprise Phone System in the amount of \$1,810,415.09.

Impact to Cities/County

None.

Fiscal Impact

Funding for this contract is included in the existing FY2023/24 Logistics Department Capital Improvement Budget, project *Enterprise Phone and Public Address/Paging Systems Upgrade (P408)*.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

The administrative telephone system, used by all OCFA employees at the Regional Fire Operations and Training Center (RFOTC), was installed during the original construction of the RFOTC in 2004. This Nortel PBX system is integrated with OCFA's Emergency 9-1-1 telephone system, and has operated effectively over the years, benefiting from hardware and software maintenance and support by AT&T.

In 2023, AT&T informed OCFA about its plans to discontinue support for OCFA's PBX administrative and Emergency 9-1-1 telephone systems as part of their withdrawal from the Nortel PBX telephone business segment. This, combined with the system's aging hardware and limited functionality, results in the system reaching the end of its service life.

The replacement system determined to best meet the current and future needs of the OCFA is a Voice Over Internet Protocol (VoIP) solution, the most commonly used technology for new administrative phone systems. Implementation of a VoIP telecommunications system for the entire RFOTC and stations will provide both enhanced functionalities, including public address/paging, and more efficient system management. The recommended contract will replace the current phone system at the RFOTC and up to 11 stations. The remaining stations will receive replacement systems over time. The proposed enterprise phone system and public address/paging VoIP systems are expected to last 10 to 15 years before requiring replacement.

Invitation for Bids (IFB) Process

On December 27, 2023, staff issued IFB RO2648A to solicit competitive bids from vendors for the purchase of an enterprise phone system. One bid was received and reviewed by staff and deemed responsive.

Bidder	Lump Sum Pricing
Presidio West	\$1,810,415.09

Conclusion and Recommendation for Award

Based upon the evaluation results, staff is recommending contract award to Presidio West in the amount of \$1,810,415.09.

Attachment(s)

1. Invitation for Bid RO2648A
2. Proposed Master Agreement



ORANGE COUNTY FIRE AUTHORITY INVITATION FOR BIDS

ENTERPRISE PHONE SYSTEM

December 27, 2023

Solicitation No. RO2648A

The Orange County Fire Authority (OCFA) is requesting bids for the purchase of an Enterprise Phone System as specified herein.

OCFA will contract with the respondent who submits a responsive and responsible bid and offers the best pricing and value.

Only electronic bids will be accepted for this solicitation. The Bid Response Forms must be submitted online through OCFA's electronic procurement system, PlanetBids, at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=14773>

Bids will be received no later than **11:00 A.M.** Pacific Standard Time (PST) **Thursday, January 18, 2024.**

LATE BIDS WILL NOT BE ACCEPTED.

Any questions concerning this Invitation for Bids or the specifications should be submitted on-line via the Q&A Module available through PlanetBids before **5:00 P.M. on Tuesday, January 09, 2024.** OCFA will publish a response to all inquiries through the e-procurement system and/or may issue an addendum as a result.

Rothchild Ong, Assistant Purchasing Agent
rothchildong@ocfa.org | (714) 573-6642

SECTION 1: SOLICITATION INFORMATION

1.1 OBJECTIVE

OCFA is accepting bids for the purpose of establishing a master agreement for the purchase of an Enterprise Phone System in accordance with the specifications provided herein. Bids are requested from suppliers that are responsive, responsible and offer the best pricing and value. The contract resulting from this bid will be subject to the terms and conditions contained within the sample Master Agreement, attached hereto as Exhibit One.

1.2 DUE DATE

Bids will be received no later than **11:00 AM on Thursday, January 18, 2024**. Late submittals will not be accepted. There will be a public opening of the bids on the specified due date and time in the Purchasing Section of the OCFA's Regional Fire Operations and Training Center located at 1 Fire Authority Road, Irvine, CA 92602. If attending the bid opening, please allow time to check in at the Reception Desk.

1.3 SUBMITTAL INSTRUCTIONS

The Bid Response Forms are available for download on OCFA's online bidding platform, PlanetBids. The Response Forms must be submitted electronically through PlanetBids at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=14773>

Please provide the Manufacturer's name and all manufacturer's part numbers for each line item entered on the Line Items tab of the PlanetBids website.

Any vendor who wishes his or her bid to be considered for award is responsible for ensuring that it is complete and received by the Purchasing Office on or before the due date and time. Facsimile or electronic mail bids shall not be considered.

1.4 INQUIRIES

Any questions related to the IFB shall be directed to the Assistant Purchasing Agent, Rothchild Ong. Questions and comments must be submitted via this bid's Q&A module on the PlanetBids website no later than **5:00 P.M. on Tuesday, January 09, 2024**. The inquirer's name, company, address, phone number should be included. Oral interpretations or clarifications on the part of OCFA will be without legal effect. Only responses submitted in writing via the Q&A module or addendum will be binding.

1.5 SCHEDULE OF IMPORTANT DATES

Invitation for Bid Issue Date	December 27, 2023
Final Day to Submit Questions	January 9, 2024 at 5:00 PM
Deadline to Submit Bid Response	January 18, 2024 at 11:00 AM

SECTION 2: SCOPE OF SERVICES

2.1 DELIVERABLES

The purpose of this section is to establish the minimum requirements for the equipment to be obtained. It is not the intention of OCFA to exclude suppliers of similar or equal products of the types specified. Deviations from the items provided herein are not preferred but, in some instances, may be accepted. OCFA retains the sole right to determine whether proposed deviations to the specified items are acceptable. Any bidder offering items as equivalent alternatives to those items specified must include documentation to substantiate that the item is equal; failure to do so may result in the bid being deemed non-responsive.

As part of the evaluation of proposed alternate items, OCFA may request additional product information or product samples. Such information or samples must be submitted, at no expense to OCFA, by an agreed-upon due date for inspection and approval prior to contract award. Failure to comply with the request, or failure of the proposed alternate product to meet the required specifications, may be cause for OCFA to deem the bid non-responsive.

Below are products known to the OCFA that meet the requirements of the IT Division. These products are listed only for the purpose of providing a benchmark for functionality; it is not the intention of the examples or OCFA to limit or restrict the use of equivalent, alternate items that may also meet the criteria outlined above.

Items offered must be new. If a specified part number or model has been replaced by an updated part number or model, OCFA approval of the substitution will be required.

2.2 SPECIFICATIONS – ENTERPRISE PHONE SYSTEM

Product Number	Product Description	Quantity
A-FLEX-3	Collaboration Flex Plan 3.0	1
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan - 36 Months	1
A-FLEX-EAPL	EntW On-Premises Calling - 36 Months	960
A-FLEX-SME-S	Session Manager (1) - 36 Months	1
A-FLEX-SRST-E	SRST Endpoints (1) - 36 Months	1920
A-FLEX-P-EA	On-Premises Smart License - EA (1) - 36 Months	1152
A-FLEX-P-ACC	Access Smart License (1) - 36 Months	192
A-FLEX-P-CA	Common Area Smart License (1) - 36 Months	480
A-FLEX-P-UCXN	Unity Connection Smart License (1) - 36 Months	1152
A-FLEX-P-ER	Emergency Responder Smart License (1) - 36 Months	2880
A-FLEX-EXP-PAK	Expressway Product Authorization Key (1) - 36 Months	1
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement - 36 Months	1152
A-FLEX-MSG-ENT	Messaging Entitlement - 36 Months	1152
A-FLEX-FILESTG-ENT	File Storage Entitlement - 36 Months	26040
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement - 36 Months	1152
A-FLEX-EXP-RMS	Expressway Rich Media Session (1) - 36 Months	192

A-FLEX-ENH-CUBE	CUBE Enhanced Trunk Session License - 36 Months	745
A-FLEX-SW-14-K9	On-Premises SW Bundle v14 (1) - 36 Months	1
SP-INFORMACAST	SolutionsPlus: Informacast Subsc(MOBILE,FUSION,EPA,ADVANCED)	1
SP-INFORMACAST RECURRING CHARGES	InformaCast Fusion 50 Fusion Users Subscription - 36 Months	18
SP-INFORMACAST RECURRING CHARGES	InformaCast Fusion 50 IP Endpoint Add-On Subscription - 36 Months	7
A-FLEX-CC	Flex Contact Center	1
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1
A-FLEX-J-AGT-RTU	On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU - 36 Months	1
A-FLEX-05-12.5-K9	On-Premises UCCX Std & Prem Media Kit v12.5 - 36 Months	1
A-FLEX-PJX-SVR12.5	On-Premises UCCX Standard & Premium Server v12.5 (incl 12.6) - 36 Months	1
A-FLEX-PJXPAGT12.5	On-Premises UCCX Premium Agent License v12.5 - 36 Months	3
A-FLEX-PJXSAGT12.5	On-Premises UCCX Standard Agent License v12.5 (12.6) - 36 Months	7
A-FLEX-PJXPC	Flex CC On-Premises UCCX Premium Concurrent Agent - 36 Months	3
A-FLEX-PJXSC	Flex CC On-Premises UCCX Standard Concurrent Agent - 36 Months	7
C8300-1N1S-6T	Cisco Catalyst C8300-1N1S-6T Router	1
CON-SNT-C830IN6T	SNTC-8X5XNBD Cisco Catalyst C8300 - 36 Months	1
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	1
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	1
C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	1
C8300-RM-19-1R	Cisco Catalyst 8300 Rack mount kit - 19" 1R	1
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	1
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1
TE-R-SW	TE agent for IOSXE on Enterprise Routing	1
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	1
SC8KBEUK9-176	UNIVERSAL	1
NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1
UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	1

EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	1
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	1
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	1
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	1
PWR-CC1-500WAC	Cisco C8300 1RU AC Power supply with PoE	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2
SW-UCSE-VM-7.0-K9	VMware Vsphere Hypervisor (ESXi) v7.0 software for UCS E	1
INSTALL-OS-HDD	Install the OS on the HDD or RAID volume	1
FL-UCSE-VS7-FND	UCS E-Series VMware ESXi 7 Foundation (with vCenter) License	1
CON-ECMU-FLNDUCSE	SWSS UPGRADES UCS E-Series VMware ESXi 7 Foundation - 36 Months	1
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	1
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	1
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months - 36 Months	1
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	1
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	1
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	1
C83-1N1S-6T-PF	C8300-1N1S-6T Platform Selection for DNA Subscription - 36 Months	1
C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	7
CON-SNT-C8302TNX	SNTC-8X5XNBD Cisco Catalyst C8300 - 36 Months	7
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	7
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	7
C-RFID-2R	Cisco Catalyst 8000 Edge RFID - 2RU	7
C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	7
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	7

C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	7
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	7
C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	14
TE-R-SW	TE agent for IOSXE on Enterprise Routing	7
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	7
SC8KBEUK9-176	UNIVERSAL	7
PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	14
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	14
UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	7
EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	7
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	7
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	7
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	7
NIM-PVDM-64	NIM with 64-channel DSP	7
C8300-NIM-BLANK	Cisco Catalyst 8300 Edge NIM Blank	7
SM-X-8FXS/12FXO	Fixed Port High Density Analog Voice ServiceModule for ISR4K	7
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	7
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	7
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	7
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	7
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months	7
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	7
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	7
C83-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription - 36 Months	7
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	7
C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	1

SP-SSSNT-C8302TNX	SP SSPT 8X5XNBD Cisco Catalyst C8300 - 36 Months	1
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	1
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	1
C-RFID-2R	Cisco Catalyst 8000 Edge RFID - 2RU	1
C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	1
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	1
C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	1
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1
C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	2
TE-R-SW	TE agent for IOSXE on Enterprise Routing	1
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	1
SC8KBEUK9-176	UNIVERSAL	1
PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2
UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	1
EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	1
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	1
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	1
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	1
C8300-NIM-BLANK	Cisco Catalyst 8300 Edge NIM Blank	1
SM-X-8FXS/12FXO	Fixed Port High Density Analog Voice ServiceModule for ISR4K	1
NIM-PVDM-64	NIM with 64-channel DSP	1
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	1
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	1
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months	1
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	1

TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	1
C83-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription - 36 Months	1
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	1
C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	1
SP-SSSNT-C8302TNX	SP SSPT 8X5XNBD Cisco Catalyst C8300 - 36 Months	1
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	1
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	1
C-RFID-2R	Cisco Catalyst 8000 Edge RFID - 2RU	1
C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	1
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	1
C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	1
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1
C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	2
TE-R-SW	TE agent for IOSXE on Enterprise Routing	1
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	1
SC8KBEUK9-176	UNIVERSAL	1
PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2
UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	1
EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	1
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	1
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	1
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	1
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	1
SM-X-8FXS/12FXO	Fixed Port High Density Analog Voice ServiceModule for ISR4K	1
NIM-PVDM-64	NIM with 64-channel DSP	1
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	1
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	1

DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months	1
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	1
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	1
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	1
C83-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription - 36 Months	1
C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	1
CON-SNT-C8302TNX	SNTC-8X5XNBD Cisco Catalyst C8300 - 36 Months	1
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	1
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	1
C-RFID-2R	Cisco Catalyst 8000 Edge RFID - 2RU	1
C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	1
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	1
C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	1
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1
C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	2
TE-R-SW	TE agent for IOSXE on Enterprise Routing	1
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	1
SC8KBEUK9-176	UNIVERSAL	1
PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2
UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	1
EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	1
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	1
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	1
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	1
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	1

SM-X-8FXS/12FXO	Fixed Port High Density Analog Voice ServiceModule for ISR4K	1
NIM-PVDM-64	NIM with 64-channel DSP	1
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	1
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	1
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months	1
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	1
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	1
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	1
C83-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription - 36 Months	1
VG310	Modular 24 FXS Port VoIP Gateway with PVDM3-64	2
CON-SNT-VG310ICV	SNTC-8X5XNBD Cisco VG310 - Modular 24 FXS Port Voice - 36 Months	2
SVG3XUK9-15903M	Cisco VG3X0 UNIVERSAL	2
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	2
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2
PVDM3-64	64-channel high-density voice DSP module	2
SL-VG3X0-IPB-K9	Cisco VG3X0 IP Base License	2
SL-VG3X0-UC-K9	Cisco VG3X0 Unified Communications License	2
CP-8811-K9=	Cisco IP Phone 8811 Series	200
CON-SNT-P8GK91G0	Cisco IP Phone 8811SNTC-8X5XNBD - 36 Months	200
CP-8851-K9=	Cisco IP Phone 8851	625
CON-SNT-P8RK95R1	Cisco IP Phone 8851SNTC-8X5XNBD - 36 Months	625
CP-3905=	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	85
CON-SNT-P3A050A0	Cisco Unified SIP Phone 3905, Charcoal, Standard HandsetSNTC - 36 Months	85

CP-8832-K9	Cisco 8832 in Charcoal with accessories for North America	20
CON-SNT-P8TK93T3	Cisco 8832 in Charcoal with accessories for North AmericaSNT - 36 Months	20
CP-8832-POE	Cisco IP Conference Phone 8832 PoE Accessories for Worldwide	20
CP-8832-POE=	Cisco 8832 PoE (Power over Ethernet) Accessories Spare	20
CP-8832-MIC-WIRED=	Cisco 8832 Wired Microphones Kit for Worldwide	15
CON-SNT-P8WED3W6	Cisco 8832 Wired Microphones Kit for WorldwideSNTC-8X5XNBD - 36 Months	15
CP-8800-A-KEM=	8800 Series Audio KEM, 28 Button	5
CON-SNT-P8REM0R5	8800 Series Audio KEM, 28 ButtonSNTC-8X5XNBD - 36 Months	5
SP-ATLAS-IPSDMF72=	Atlas 8" In-Wall/In-Ceiling PoE+ IP Loudspeaker Endpoint	20
SP-PRODUCTS-TERMS	Buyer Accept. of SolutionsPlus T&C. EULA: http://cs.co/spla	20
SP-ATLAS-IPSEST-S=	Atlas Surface Mount Straight Enclosure for I8S+, I8SM+, IP-8	20
SP-PRODUCTS-TERMS	Buyer Accept. of SolutionsPlus T&C. EULA: http://cs.co/spla	20
DC-MGT-SAAS	Cisco Intersight SaaS	1
DC-MGT-IS-SAAS-AD	Infrastructure Services SaaS/CVA - Advantage (Initial Term 60 months)	14
SVS-DCM-SUPT-BAS	Basic Support for DCM (Initial Term 60 months)	1
DC-MGT-UCSC-1S	UCS Central Per Server - 1 Server License (Initial Term 60 months)	14
UCSX-9508-NEW-D	Not sold standalone UCS 9508 Chassis w/o nodes	2
CON-L24OS-UCSX5958	CX LEVEL 2 24X7X4OS Not sold standalone UCS 9508 Chassis w/o - 36 months	2
UCSX-I9108-100G-D	UCS 9108-100G IFM for 9508 Chassis	4
UCSX-C-DEBUGCBL-D	UCSX Compute Node Debug Cable	2
UCSX-CHASSIS-SW-D	Platform SW (Recommended) latest release for X9500 Chassis	2
UCSX-9508-CAK-D	UCS 9508 Chassis Accessory Kit	2
UCSX-9508-RBLK-D	UCS 9508 Chassis Active Cooling Module (FEM slot)	4
UCSX-9508-ACPEM-D	UCS 9508 Chassis Rear AC Power Expansion Module	4
UCSX-9508-KEYAC-D	UCS 9508 AC PSU Keying Bracket	2
UCSX-9508-FSBK-D	UCS 9508 Chassis Front Node Slot Blank	16

UCSX-PSU-2800AC-D	UCS 9508 Chassis 2800V AC Dual Voltage PSU Titanium	12
CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	12
UCSX-210C-M7-NEW	UCS X210c M7 R2L Free Compute Node 2S w/o CPU, Mem, Drv, Mez	1
CON-L24OS-UCSX221C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w/o CPU, Me - 36 months	1
UCSX-ML-V5D200G-D	Cisco VIC 15231 2x 100G mLOM X-Series	1
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	2
UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	1
UCSX-C-SW-LATEST-D	Platform SW (Recommended) latest release XSeries ComputeNode	1
UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	1
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	1
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	1
UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	1
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	20
UCSX-CPU-I6426Y	Intel I6426Y 2.5GHz/185W 16C/37.5MB DDR5 4800MT/s	2
UCSX-MRX16G1RE1	16GB DDR5-4800 RDIMM 1Rx8 (16Gb)	12
UCS-SID-INFR-OI-D	Other Infrastructure	1
UCS-SID-WKL-OW-D	Other Workload	1
UCSX-210C-M7-U	UCS X210c M7 Compute Node 2S w/o CPU, Mem, Drv, Mezz	2
CON-L24OS-UCSX023C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w o CPU, Me - 36 months	2
UCSX-ML-V5D200G-D	Cisco VIC 15231 2x 100G mLOM X-Series	2
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	4
UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	2
UCSX-C-SW-LATEST-D	Platform SW (Recommended) latest release XSeries ComputeNode	2
UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	2
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	2
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	2

UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	2
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	32
UCSX-CPU-I5418Y	Intel I5418Y 2GHz/185W 24C/45MB DDR5 4400MT/s	4
UCSX-MRX32G1RE1	32GB DDR5-4800 RDIMM 1Rx4 (16Gb)	32
UCS-SID-INFR-OI-D	Other Infrastructure	2
UCS-SID-WKL-OW-D	Other Workload	2
UCSX-210C-M7-U	UCS X210c M7 Compute Node 2S w/o CPU, Mem, Drv, Mezz	3
CON-L24OS-UCSX023C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w o CPU, Me - 36 months	3
UCSX-ML-V5D200G-D	Cisco VIC 15231 2x 100G mLOM X-Series	3
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	6
UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	3
UCSX-C-SW-LATEST-D	Platform SW (Recommended) latest release XSeries ComputeNode	3
UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	3
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	3
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	3
UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	3
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	60
UCSX-CPU-I6426Y	Intel I6426Y 2.5GHz/185W 16C/37.5MB DDR5 4800MT/s	6
UCSX-MRX16G1RE1	16GB DDR5-4800 RDIMM 1Rx8 (16Gb)	36
UCS-SID-INFR-OI-D	Other Infrastructure	3
UCS-SID-WKL-OW-D	Other Workload	3
UCSX-210C-M7-NEW	UCS X210c M7 R2L Free Compute Node 2S w/o CPU, Mem, Drv, Mez	2
CON-L24OS-UCSX221C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w/o CPU, Me - 36 months	2
UCSX-ML-V5D200G-D	Cisco VIC 15231 2x 100G mLOM X-Series	2
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	4
UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	2
UCSX-TPM-002C-D	Platform SW (Recommended) latest release XSeries ComputeNode	2

UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	2
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	2
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	2
UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	2
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	32
UCSX-CPU-I5418Y	Intel I5418Y 2GHz/185W 24C/45MB DDR5 4400MT/s	4
UCSX-MRX32G1RE1	32GB DDR5-4800 RDIMM 1Rx4 (16Gb)	32
UCS-SID-INFR-OI-D	Other Infrastructure	2
UCS-SID-WKL-OW-D	Other Workload	2
UCSX-210C-M7-U	UCS X210c M7 Compute Node 2S w/o CPU, Mem, Drv, Mezz	6
CON-L24OS-UCSX023C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w o CPU, Me - 36 months	6
UCSX-ML-V5D200G-D	Cisco VIC 15231 2x 100G mLOM X-Series	6
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	12
UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	6
UCSX-C-SW-LATEST-D	Platform SW (Recommended) latest release XSeries ComputeNode	6
UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	6
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	6
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	6
UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	6
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	96
UCSX-CPU-I5418Y	Intel I5418Y 2GHz/185W 24C/45MB DDR5 4400MT/s	12
UCSX-MRX32G1RE1	32GB DDR5-4800 RDIMM 1Rx4 (16Gb)	96
UCS-SID-INFR-OI-D	Other Infrastructure	6
UCS-SID-WKL-OW-D	Other Workload	6
UCSX-FI-6536-NEW-D	XCellerate offer for Fabric Interconnect 6536 for IMM	2
CON-L24OS-UCSXWFI6	CX LEVEL 2 24X7X4OS XCellerate offer for Fabric Interconnect - 36 months	2
N10-MGT018-D	UCS Manager v4.2 and Intersight Managed Mode v4.2	2

UCS-FI-6500-SW	Perpetual SW License for the 6500 series Fabric Interconnect	2
UCS-PSU-6536-AC-D	UCS 6536 Power Supply/AC 1100W PSU - Port Side Exhaust	4
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	4
QSFP-100G-CU3M	100GBASE-CR4 Passive Copper Cable, 3m	4
UCS-ACC-6536-D UCS	UCS 6536 Chassis Accessory Kit	2
UCS-FAN-6536-D	UCS 6536 Fan Module	12
QSFP-100G-CU3M	100GBASE-CR4 Passive Copper Cable, 3m	8
CON-BCSO-OP	Engineering Support Services	1
CON-BCSOS-SCRUM	Scrum Services	1

2.3 DELIVERY

Product shall be delivered as outlined below.

ORANGE COUNTY FIRE AUTHORITY
IT WAREHOUSE – ATTN: SCOTT JOHNSON
1 Fire Authority Road
Irvine, CA 92602
DELIVERIES ACCEPTED MONDAY – THURSDAY

2.4 SUPPLIER RESPONSIBILITIES

Supplier must be an authorized reseller for items offered. Supplier must provide evidence indicating the product lines Supplier is authorized to resell and the level of partnership attained. Specifically, OCFA requires the Supplier proposing to resell these items to be an authorized reseller with demonstrated competency and experience in selling complete enterprise phone system solutions. Supplier should also possess the manufacturer specialized certifications for the establishment of an enterprise phone system as offered.

Suppliers without these manufacturer certifications may be disqualified from further consideration. Supplier is required to provide an estimated lead time for delivery of equipment. In the event that the lead time will be missed, Supplier is required to notify OCFA **in advance** of the deadline passing.

SECTION 3: GENERAL INSTRUCTIONS TO BIDDERS

3.1 AMENDMENT OF INVITATION FOR BID

Notification via email will be sent to vendors listed as “Prospective Bidders” in the event that a Q&A set or amendment to the IFB is released. The bidder shall acknowledge receipt of an amendment to this Invitation for Bid through the PlanetBids website. Bids submitted prior to the release of an amendment will automatically be invalidated by the electronic bidding system. Bidders with invalidated submittals must then re-enter the PlanetBids website to acknowledge the amendment in order to have his or her bid rendered valid.

3.2 DISPUTES RELATING TO THIS INVITATION FOR BID

In the event a dispute arises concerning any aspect of this bid, including item specification and/or process, prior to the award of the contract, the party bringing the dispute shall submit a written request for resolution to the Purchasing Department prior to the IFB’s due date and time.

In the event a dispute arises regarding this IFB’s Recommendation for Award or Denial of Award, the party bringing the dispute must do so in accordance with OCFA’s **Purchasing Ordinance, Article IX. Legal and Contractual Remedies**, which can be found online under “Doing Business with OCFA” at www.ocfa.org.

3.3 BID CERTIFICATION

By signature on the Bid Response Form, bidder certifies:

- The Bidder has thoroughly examined and become familiar with the requirements of this IFB;
- Clear understanding of the rules as defined in this IFB and compliance with all terms and conditions specified herein;
- The Bidder is an authorized and/or certified retailer of the specified items;
- The submission of the bid did not involve collusion or other anti-competitive practices;
- The bid is compliant with all state and federal laws;
- The Bidder shall not discriminate against any employee or applicant for employment in violation of Federal or State law;
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer;
- That the individual signing the submittal is an authorized agent for the Bidder and has the authority to legally bind the Bidder to the Contract;
- That its principal and named subcontractors are not debarred, suspended or otherwise excluded by the United States Government, in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

3.4 CONTRACT

A response to this IFB is an offer to contract with OCFA based upon the terms, conditions, and specifications contained within this document and attached hereto as Exhibit One. Submission of a bid confers on the bidder no right to an award or to a subsequent contract. No binding contract will exist between the bidder and the OCFA unless and until the OCFA executes a written contract or purchase order. The contract resulting from this IFB will be a one-year agreement with four optional one-year renewals.

3.5 ACCEPTANCE PERIOD

Unless otherwise specified herein, bids are firm for a period of 180 days.

3.6 CRITERIA FOR EVALUATION AND AWARD

The OCFA evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria:

- a) **RESPONSIVENESS:** OCFA will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses and the inclusion of all required attachments and

submissions. The OCFA must reject any bids that are submitted late. Failure to meet the specifications, product availability, or other requirements may result in rejection.

- b) **RESPONSIBILITY:** OCFA will determine whether the bidder is one with whom it can or should do business. Factors that OCFA may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws - including tax laws, business standing, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with OCFA, whether the bidder is qualified legally to contract with the OCFA, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the OCFA, to ensure performance of the contract and must provide proof upon request. OCFA staff may also use Dun & Bradstreet and/or any generally available industry information. The OCFA reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The OCFA will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- c) **PRICE:** We will then evaluate the bids that have met the requirements above for price, quality of product, life cycle cost, maintenance, and warranty.

3.7 GROUNDS FOR DISQUALIFICATION

OCFA may disqualify a submittal for any of the following reasons:

- Contact regarding this procurement is made with any OCFA employee other than those in the Purchasing Department from the time of issuance until the end of the dispute period;
- Evidence of collusion, directly or indirectly, among bidders regarding the amount, terms, or conditions of this solicitation is found;
- Evidence of submitting incorrect information in the response to this solicitation or misrepresenting or failing to disclose material facts during the award process is found;
- Submittal of additional terms, conditions, or agreements with the bid document;
- Offering of gifts or souvenirs, even of minimal value, to OCFA officers or employees;
- The existence of any lawsuit, unresolved contractual claim or dispute between the Bidder and OCFA;
- Evidence of the Bidder's inability to successfully complete the responsibilities and obligations of the bid is found.
- Bidder's default under any OCFA agreement resulting in the termination of such agreement.

3.8 PUBLIC RECORD

All bids submitted in response to this IFB shall become the property of OCFA and shall become a matter of public record available for review subsequent to the contract award.

3.9 CAMPAIGN CONTRIBUTIONS DISCLOSURE

If the Bidder, or lobbyists or agents representing the Bidder, made campaign contributions greater than \$250 aggregate over a period of the last 12 months to any members of the Orange County Fire Authority's Board of Directors, completion and submittal of the Party or Participant Disclosure Forms contained in Exhibit B may be required.

3.10 RESERVATIONS (RIGHTS RESERVED TO OCFA)

OCFA reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to investigate the qualifications of any bidder under consideration; to modify or amend this IFB in writing; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. Waiver of one irregularity does not constitute waiver of any other irregularity. OCFA may seek clarification of the bid from the bidder at any time, and failure to respond is

cause for rejection. OCFA is required to make an award that is in the best interest of the OCFA. All decisions on compliance, evaluation, terms and conditions shall be made solely at the OCFA's discretion and made to favor the OCFA.

ATTACHMENT A: IFB RESPONSE FORMS

COMPANY INFORMATION			
Company Name:			
Business Address:			
Vendor Contact Name:		Title:	
Phone Number:			
Email:			
QUESTIONNAIRE			
1. Is pricing based on a Government or Co-Operative contract? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, upon which agency and contract is the pricing based?			
2. Public Agency Participation: Other public agencies may want to participate in any award resulting from this solicitation. Bidder shall indicate if they will extend the same prices, terms and conditions of the bid to other public agencies: Yes <input type="checkbox"/> No <input type="checkbox"/>. Bidder's response to this question will not be considered in the award of this contract. The Orange County Fire Authority shall bear no responsibility or liability for any contract between the Bidder and any other agency resulting from this IFB.			
3. What is the lead time for the requested items? <i>In the event that the lead time will be missed, Supplier is required to notify OCFA in advance of the deadline passing.</i>			
4. How will shipping charges, if any, be calculated?			
5. Who is the main point of contact responsible for taking orders?			
6. How are orders to be placed?			
BIDDER'S ACKNOWLEDGEMENT OF UNDERSTANDING OF THE APPLICABLE TERMS AND CONDITIONS			
The terms and conditions applicable to this procurement and the resulting contract are contained within Exhibit One, and also provided within the IFB. Authorized signature below verifies that Bidder has read, understands, and agrees to these conditions. <u>Any exceptions to or deviations from the terms provided must be stated in an attachment included with the bid.</u>			
INDEPENDENT PRICE DETERMINATION			
Authorized signature below certifies that this bid is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion of fraud; that no arrangements or agreements have been entered into with any OCFA public officer; acknowledges understanding that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards; indicates agreement to abide by all conditions of this bid, and certifies that the individual signing is authorized to sign this bid for the Bidder/Supplier.			

REPRESENTATIONS MADE UNDER PENALTY OF PERJURY

The representations herein are made under penalty of perjury. We hereby offer to provide OCFA with the requested goods or services at the prices submitted and under the terms and conditions stated within the IFB Document and Master Agreement, attached, or incorporated by reference.

Signature of Authorized Representative:	
Printed Name of Authorized Representative:	
Title of Authorized Representative:	
Telephone Number:	
Date:	

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type.
See Specific Instructions on page 3.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2	Business name/disregarded entity name, if different from above
3	<p>Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>
4	<p>Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
5	Address (number, street, and apt. or suite no.) See instructions.
6	City, state, and ZIP code
7	List account number(s) here (optional)
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PARTY AND PARTICIPANT DISCLOSURE FORMS**CAMPAIGN CONTRIBUTIONS DISCLOSURE**

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Bidder is required to complete the attached Party and Participant Disclosure Forms and submit as part of the bid, if applicable.

Bidder is required to submit only one copy of the completed form(s) as part of its bid. This/these form(s) should be included in the original IFB. The Bidder and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the Bidder in this procurement must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the proposed submittal date up and until the OCFA Board of Directors takes action.

OCFA BOARD OF DIRECTORS

Vince Rossini, Chair City of Villa Park	John R. O'Neill, Vice Chair City of Garden Grove
Ross Chun, Director City of Aliso Viejo	Connor Traut, Director City of Buena Park
Anne Hertz-Mallari, Director City of Cypress	John Gabbard, Director City of Dana Point
Kelly Jennings, Director City of Laguna Niguel	Tammy Kim, Director City of Irvine
Joshua Sweeney, Director City of Laguna Hills	Dave Shawver, Director City of Stanton
Noel Hatch, Director City of Laguna Woods	Mark Tettemer, Director City of Lake Forest
Shelley Hasselbrink, Director City of Los Alamitos	Bob Ruesch, Director City of Mission Viejo
Carol Gamble, Director City of Rancho Santa Margarita	Chris Duncan, Director City of San Clemente
Troy Bourne, Director City of San Juan Capistrano	Phil Bacerra, Director City of Santa Ana
Joe Kalmick, Director City of Seal Beach	Austin Lumbard, Director City of Tustin
Nitesh Patel, Director City of La Palma	Chi Charlie Nguyen, Director City of Westminster
Eugene Hernandez, Director City of Yorba Linda	Donald P. Wagner, Director County of Orange
Katrina Foley, Director County of Orange	

PARTY DISCLOSURE

The attached **Party Disclosure Form** must be completed and submitted by the Bidder and subcontractors with the bid by all firms subject to the campaign contribution disclosure requirements stated in Section 3.5 – Campaign Contributions Disclosure of this Invitation for Bid.

The attached Participant Disclosure Form must be completed by lobbyists or agents representing the Bidder in this procurement. It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of the OCFA for approval.

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member. This prohibition begins on the date the solicitation is initiated and ends three months after a final decision is rendered by the Board of Directors. In addition, no board member may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member during the 12- month period preceding the contract award.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member during the 12 months preceding the decision on the contract award or proceeding, that board member must disqualify himself or herself from the decision. However, disqualification is not required if the board member returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your bid, or with the first written document you file or submit after the proceeding commences.
 - 1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements¹ for use, including all entitlements for land use, all contracts² (other than competitively bid, labor or personal employment contracts), and all franchises.
 - 2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
 - 3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors are not aggregated.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8 as it relates to contract awards.

¹Entitlement for the purposes of this form refers to contract award. ²All Contracts for the purposes of this form refer to the contract award of this specific solicitation.

PARTY DISCLOSURE FORM

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Based on the party disclosure information provided, are you or your firm subject to party disclosures?

No ☐ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: _____

Signature of Party and/or Agent

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

PARTICIPANT (AGENT) DISCLOSURE

The ***Participant Disclosure Form*** must be completed by lobbyists or agents representing the Offeror in this procurement. It is anticipated that a recommendation for award of this contract will be presented to the Board of Directors of OCFA for approval.

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a proceeding involving any contract award, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for contract award pending before OCFA or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors. No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.
- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member or alternate for OCFA or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition (The disclosure form will assist the board members in complying with the law).
- C. If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of OCFA or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
 - a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Authority's or one of its affiliated agencies' decisions in the proceeding; AND
 - b. The individual or entity, directly or through an agent, does any of the following:
 - i. Communicates directly, either in person or in writing, with a board member or alternate of OCFA or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - ii. Communicates with an employee of OCFA or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - iii. Testifies or makes an oral statement before the Board of Directors of OCFA or any of its affiliated agencies.
2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding for this proposed involving a contract award. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8

PARTICIPANT (AGENT) DISCLOSURE FORM

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Based on the participant disclosure information provided, are you or your firm subject to participant disclosures?

No ☐ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: _____

Signature of Party and/or Agent

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

EXHIBIT ONE: SAMPLE MASTER AGREEMENT

**ORANGE COUNTY FIRE AUTHORITY
MASTER AGREEMENT
FOR PURCHASE OF ENTERPRISE PHONE SYSTEM**

THIS AGREEMENT FOR THE PURCHASE OF ENTERPRISE PHONE SYSTEM ("Agreement") is made and entered into this ____ day of January, 2024 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), and _____ ("Contractor"). OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires Server Equipment and Accessories as requested in IFB RO2648A, hereinafter referred to as "Project"; and

WHEREAS, Contractor has submitted to OCFA a bid dated _____, incorporated herein by this reference ("Bid"); and

WHEREAS, OCFA and Contractor desire to enter into this Agreement in order to receive and provide, respectively, Server Equipment and Accessories on the same terms, conditions, and pricing as further set forth in Section 1.1 of this Agreement;

AGREEMENT

NOW THEREFORE, OCFA and Contractor mutually agree as follows:

SECTION ONE

1.1 Scope of Agreement. In compliance with all terms and conditions of this Agreement, OCFA shall procure Server Equipment and Accessories from Contractor as more fully detailed in Exhibit "A", attached hereto, which includes by reference and by addendum: (1) OCFA's IFB RO2648A, dated December 27, 2023 ("Solicitation"), (2) Contractor's Bid, dated _____ and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the Parties hereto ("Services", "Goods" or "Work"). In the event of any inconsistency between the terms contained in "Exhibit A", 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 Exhibit "A" shall govern, in that order.

1.2 Term. This Agreement shall commence on the Effective Date and continue in full force until Project completion, but not to exceed one hundred eighty (180) days after Effective Date, unless earlier terminated in accordance with Section 3.8 of this Agreement.

1.3 Compensation and Payment. For the Goods or Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "B," attached hereto.

1.4 Contractor's Representative. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: _____. The foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the work hereunder. The foregoing principal may not be changed by Contractor without the express written approval of OCFA.

1.5 Contract Administrator. The Contract Administrator shall be David Johnson, IT Manager unless otherwise designated in writing by OCFA. It shall be Contractor's responsibility to keep the Contract Administrator fully informed of the progress of the provision of the Goods or Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Administrator. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Administrator.

1.6 Notices. 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: Sara Kennedy CPPB,
Purchasing Division Manager
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 Contractor:

CONTRACTOR
Attention: _____
Address: _____

SECTION TWO

2.1 Orders. The Contractor shall receive written or verbal requests for Goods or Services on an as-needed basis for items on this Agreement, subject to the terms, conditions, and pricing listed herein. The Contractor shall be responsible for confirming specifications, quantities, and pricing with the Contract Administrator prior to order entry/delivery.

Orders may be placed at any time during the term of the Agreement even if delivery may not be made until after the expiration of the Agreement. Order dates take precedence over delivery dates. The Contractor must clearly identify the order date on all invoices to OCFA.

2.2 Substitutions. The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior OCFA written approval.

2.3 Delivery. Time of delivery of Goods or Services is of the essence in this Agreement. OCFA reserves the right to refuse any Goods or Services and to cancel all or any part of the

Goods or Services not conforming to the Statement of Goods or Services to Be Provided, as set forth in Exhibit "A". Acceptance of any part of the order for Goods shall not bind OCFA to accept future shipments nor deprive it of the right to return Goods already accepted at Contractor's expense. Over-shipments and under-shipments of Goods shall be only as agreed to in writing by OCFA. Delivery shall not be deemed to be complete until all Goods or Services have actually been received and accepted by OCFA.

In the event the delivery location does not have a loading dock, it will be the Contractor's responsibility to make all necessary arrangements to complete delivery.

2.4 Freight (F.O.B. Destination). Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all Goods deemed necessary under this Agreement.

2.5 Taxes. OCFA is subject to applicable sales and use tax. Unless otherwise provided herein or by law, prices do not include applicable sales or use tax. Sales tax will be paid directly to the state of California if not collected by the Contractor.

2.6 Acceptance. Unless otherwise agreed to in writing by OCFA: 1) acceptance shall not be deemed complete unless in writing and until all the Goods or Services have actually been received, inspected, and tested to the satisfaction of OCFA, and 2) payment shall be made in arrears after satisfactory acceptance.

2.7 Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to OCFA an invoice for Goods provided and Services rendered prior to the date of the invoice. Invoices should be sent by electronic mail to:

Orange County Fire Authority, Accounts Payable
ap@ocfa.org

OCFA shall pay Contractor for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice. Partial payments are authorized for partial shipments with signature approval.

2.8 Usage. No guarantee is given by OCFA to Contractor regarding usage of this Agreement. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply the Goods or Services requested, as needed by OCFA, at prices listed in Exhibit "B", attached hereto, regardless of quantity requested.

Contractor acknowledges that 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, or are otherwise limited, OCFA may immediately terminate or modify this Agreement without penalty.

2.9 Disaster/Emergency Incident Requirements. In the event of a disaster or emergency incident, this Agreement may be subject to extraordinary usage. The Contractor shall service OCFA during such a disaster or emergency incident under the same terms and conditions that apply during non-emergency conditions. The pricing set forth in the Exhibit "B" shall apply to

serving OCFA's needs regardless of the circumstances. If Contractor is unable to supply the Goods or Services under the terms of the Contract, then upon request from OCFA, Contractor shall provide proof of such disruption and a copy of the invoice for the Goods or Services from Contractor's supplier(s). Additional profit margin as a result of supplying Goods or Services during a disaster or emergency incident shall not be permitted.

2.10 Provision of Additional Goods or Services. Contractor shall provide Goods or Services in addition to those specified in Exhibit "A" when directed to do so in writing by the Purchasing Manager or designee, hereinafter "the Purchasing Manager", provided that Contractor shall not be required to provide any additional Goods or Services without compensation. Additional compensation in an amount within management authority must be approved in writing by the Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors. In the event any change or changes to the Goods or Services 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.

2.11 Reports/Meetings. As required by the Contract Administrator, the Contractor shall develop reports and any other relevant documents necessary to complete the requirements set forth in this Agreement. The OCFA's Contract Administrator and Contractor's Representative will meet on reasonable notice to discuss Contractor's performance and progress under this Agreement. If requested, Contractor's Representative and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by OCFA for the purpose of monitoring progress under this Agreement.

The Contractor shall submit usage reports on an annual basis to and in a format specified by the Contract Administrator 90 days prior to the expiration date of the Agreement term or subsequent renewal term, if requested.

2.12 Records. Contractor shall keep such books and records as shall be necessary to properly provide the Goods or Services required by this Agreement and enable the Contract Administrator to evaluate the performance of such requirements. The Contract Administrator 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.

2.13 Performance. Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to the reasonable satisfaction of OCFA. Contractor shall be responsible for the quality, technical assurance, timely completion and coordination of all documentation and other Goods or Services furnished by Contractor under this Agreement. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

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

2.14 Time for Completion. All Goods or Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Exhibit "A". The extension of any time period specified must be approved in writing by the Contract Administrator.

2.15 Contractor Personnel. If providing services, the Contractor 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.

If required in Exhibit "A", all Contractor's employees shall wear uniforms, badges, or other means of identification at all times while on OCFA property. If requested, the Contract Administrator must be notified of the means of identification to be worn by employees prior to beginning work and notified seven days prior to any changes in identification.

2.16 Conflict of Interest – Contractor's Personnel. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of OCFA. This obligation shall apply to the Contractor; Contractor's employees, agents, and relatives; sub-tier Contractors; and third-parties associated with providing Goods or Services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of OCFA.

Further, the Contractor warrants that no gratuities in the form of entertainment, gifts or otherwise were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of OCFA with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, OCFA shall have the right to terminate the Agreement, either in whole or in part.

2.17 Conflict of Interest – OCFA Personnel. The OCFA General Order 06 prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Agreement, employ any OCFA employee for any purpose.

2.18 Confidentiality. Information obtained by Contractor in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Contractor for any purpose other than the performance of this Agreement without the written consent of OCFA.

2.19 News/Information Release. The Contractor agrees that it will not issue any news releases in connection with either the award of this Agreement or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from OCFA through OCFA's Communications Director.

2.20 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law to provide the Goods or Services required by this Agreement.

2.21 Sub-Contracting. The Contractor shall not contract with any other entity to provide in whole or in part the Goods or Services required hereunder without the express written approval of the Purchasing Manager. If Contractor is authorized to subcontract any part of the work specified herein, Contractor 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 provision of Goods or Services will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Contractor shall ensure that all subcontractors maintain insurance in accordance with the requirements set forth herein are complied with prior to commencement of work by each subcontractor.

2.22 Withholding Payment for Non-Authorized Subcontractors. OCFA shall have the right to withhold payment from Contractor for work performed by any subcontractor or subconsultant providing Goods or Services but not authorized in writing by the Purchasing Manager, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

2.23 Force Majeure. Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, 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 Contractor shall within thirty-six (36) hours of the commencement of such condition notify the Contract Administrator who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for providing the Goods or Services for the period of the enforced delay when and if in the Contract Administrator's judgment such delay is justified, and the Contract Administrator's determination shall be final and conclusive upon the parties to this Agreement.

2.24 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 the Purchasing Manager. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of the Purchasing Manager.

2.25 Proof of Insurance (If Applicable). The Contractor must furnish OCFA with the documents specified in Exhibit "C" proving the necessary levels of insurance coverage, as required. 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.

2.26 Warranty. Contractor expressly warrants that the Goods or Services covered by this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary

purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

2.27 Indemnification. To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its 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 Contractor, 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 work performed by Contractor 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 Contractor.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its 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.

2.28 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the provision of Goods or Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

If providing Services, Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees

or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service.

No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the provision of Goods or Services under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the provision of any Goods or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of providing any Goods or Services hereunder. If for any reason any court or governmental agency determines that OCFA has financial obligations, other than pursuant to Section 1.3 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

2.29 Employee Retirement System Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Goods 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 OCFA, Contractor shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Contractor or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of OCFA.

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 Goods 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 an employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system benefits.

SECTION THREE

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

3.2 Compliance with Laws. Contractor represents and warrants that all Goods or 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.

3.3 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.

3.4 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.

3.5 Calendar Days. Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

3.6 Amendments. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on OCFA unless authorized by the Purchasing Manager in writing.

3.7 Entire Contract. This Agreement contains the entire agreement between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.

3.8 Termination. OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except where continuation would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate.

3.9 Disputes – Contract. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by Contractor’s Representative and OCFA’s Contract Administrator, such matter shall be brought to the attention of the Purchasing Manager by way of the following process:

- The Contractor shall submit to the Purchasing Manager a written request for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless OCFA, on its own initiative, has already rendered such a final decision.
- The Contractor’s written request shall be fully supported by factual information, and, if the request involves a cost adjustment to the Contract, include statement by a corporate officer indicating that the request is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes OCFA is liable.
- Pending the final resolution of any dispute arising under, related to, or involving this Agreement, Contractor agrees to diligently proceed with the performance of this

Agreement, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Agreement.

3.10 Breach of Contract. The failure of Contractor to comply with any of the provisions, covenants or conditions of this Agreement shall be a material breach of this Agreement. In such event OCFA may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

- Afford Contractor written notice of the breach and ten days or such shorter time that may be specified in this Agreement within which to cure the breach;
- Discontinue payment to the contractor for and during the period in which Contractor is in breach; and
- Withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed to OCFA.

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

3.12 Remedies Not Exclusive. 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.

3.13 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.

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.

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

3.15 Non-Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Contractor shall take affirmative action to ensure that applicants and employees are

treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

3.16 Special Terms and Conditions (If Applicable). If required, additional terms and conditions applicable to the provision of Goods or Services pursuant to this Agreement are provided in Exhibit “D”, attached hereto.

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____ By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

“CONTRACTOR”

Date: _____ By: _____

Name, Title

Date: _____ By: _____

Name, Title

EXHIBIT “A”

A1.GOODS

Server equipment and accessories and their respective manufacturer’s item numbers are provided in Exhibit “B”.

A2.CONTRACTOR RESPONSIBILITIES

In addition to providing the deliverables above, Contractors will also be responsible for the following:

A2.1.1 SHIPPING

Unless as specified by the OCFA IT Manager, all orders for items must be sent to the OCFA Service Center, below. Contractor shall not ship items to any other locations.

OCFA Regional Fire Operations Training Center

Deliveries Accepted Monday – Thursday

1 Fire Authority Way

Irvine, CA 92610

A2.2 RETURNS

Contractor must accept returns of new, unused items.

A2.3 SUPPLY SHORTAGES

Contractor must notify OCFA if/when items are on back order and provide an estimated ship date, and/or recommend a substitute item. In the event a specific item is discontinued or becomes unavailable, the Contractor must offer an alternate item as a substitute. Any substitutes offered must be approved in writing by OCFA.

**EXHIBIT “B”
Pricing**

B1. PRICE SCHEDULE

Product Number	Product Description	Quantity	Extended Total
A-FLEX-3	Collaboration Flex Plan 3.0	1	
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan - 36 Months	1	
A-FLEX-EAPL	EntW On-Premises Calling - 36 Months	960	
A-FLEX-SME-S	Session Manager (1) - 36 Months	1	
A-FLEX-SRST-E	SRST Endpoints (1) - 36 Months	1920	
A-FLEX-P-EA	On-Premises Smart License - EA (1) - 36 Months	1152	
A-FLEX-P-ACC	Access Smart License (1) - 36 Months	192	
A-FLEX-P-CA	Common Area Smart License (1) - 36 Months	480	
A-FLEX-P-UCXN	Unity Connection Smart License (1) - 36 Months	1152	
A-FLEX-P-ER	Emergency Responder Smart License (1) - 36 Months	2880	
A-FLEX-EXP-PAK	Expressway Product Authorization Key (1) - 36 Months	1	
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement - 36 Months	1152	
A-FLEX-MSG-ENT	Messaging Entitlement - 36 Months	1152	
A-FLEX-FILESTG-ENT	File Storage Entitlement - 36 Months	26040	
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement - 36 Months	1152	
A-FLEX-EXP-RMS	Expressway Rich Media Session (1) - 36 Months	192	
A-FLEX-ENH-CUBE	CUBE Enhanced Trunk Session License - 36 Months	745	
A-FLEX-SW-14-K9	On-Premises SW Bundle v14 (1) - 36 Months	1	
SP-INFORMACAST	SolutionsPlus: Informacast Subsc(MOBILE,FUSION,EPA,ADVANCED)	1	

SP-INFORMACAST RECURRING CHARGES	InformaCast Fusion 50 Fusion Users Subscription - 36 Months	18	
SP-INFORMACAST RECURRING CHARGES	InformaCast Fusion 50 IP Endpoint Add-On Subscription - 36 Months	7	
A-FLEX-CC	Flex Contact Center	1	
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	
A-FLEX-J-AGT-RTU	On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU - 36 Months	1	
A-FLEX-05-12.5-K9	On-Premises UCCX Std & Prem Media Kit v12.5 - 36 Months	1	
A-FLEX-PJX-SVR12.5	On-Premises UCCX Standard & Premium Server v12.5 (incl 12.6) - 36 Months	1	
A-FLEX-PJXPAGT12.5	On-Premises UCCX Premium Agent License v12.5 - 36 Months	3	
A-FLEX-PJXSAGT12.5	On-Premises UCCX Standard Agent License v12.5 (12.6) - 36 Months	7	
A-FLEX-PJXPC	Flex CC On-Premises UCCX Premium Concurrent Agent - 36 Months	3	
A-FLEX-PJXSC	Flex CC On-Premises UCCX Standard Concurrent Agent - 36 Months	7	
C8300-1N1S-6T	Cisco Catalyst C8300-1N1S-6T Router	1	
CON-SNT-C830IN6T	SNTC-8X5XNBD Cisco Catalyst C8300 - 36 Months	1	
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	1	
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	1	
C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	1	
C8300-RM-19-1R	Cisco Catalyst 8300 Rack mount kit - 19" 1R	1	
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	1	
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	
TE-R-SW	TE agent for IOSXE on Enterprise Routing	1	
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	1	
SC8KBEUK9-176	UNIVERSAL	1	

NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1	
UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	1	
EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	1	
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	1	
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	1	
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	1	
PWR-CC1-500WAC	Cisco C8300 1RU AC Power supply with PoE	2	
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	
SW-UCSE-VM-7.0-K9	VMware Vsphere Hypervisor (ESXi) v7.0 software for UCS E	1	
INSTALL-OS-HDD	Install the OS on the HDD or RAID volume	1	
FL-UCSE-VS7-FND	UCS E-Series VMware ESXi 7 Foundation (with vCenter) License	1	
CON-ECMU-FLNDUCSE	SWSS UPGRADES UCS E-Series VMware ESXi 7 Foundation - 36 Months	1	
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	1	
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	1	
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months - 36 Months	1	
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	1	
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	1	

IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	1	
C83-1N1S-6T-PF	C8300-1N1S-6T Platform Selection for DNA Subscription - 36 Months	1	
C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	7	
CON-SNT-C8302TNX	SNTC-8X5XNBD Cisco Catalyst C8300 - 36 Months	7	
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	7	
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	7	
C-RFID-2R	Cisco Catalyst 8000 Edge RFID - 2RU	7	
C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	7	
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	7	
C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	7	
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	7	
C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	14	
TE-R-SW	TE agent for IOSXE on Enterprise Routing	7	
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	7	
SC8KBEUK9-176	UNIVERSAL	7	
PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	14	
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	14	
UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	7	
EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	7	
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	7	
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	7	
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	7	
NIM-PVDM-64	NIM with 64-channel DSP	7	
C8300-NIM-BLANK	Cisco Catalyst 8300 Edge NIM Blank	7	

SM-X-8FXS/12FXO	Fixed Port High Density Analog Voice ServiceModule for ISR4K	7	
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	7	
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	7	
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	7	
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	7	
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months	7	
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	7	
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	7	
C83-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription - 36 Months	7	
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	7	
C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	1	
SP-SSSNT-C8302TNX	SP SSPT 8X5XNBD Cisco Catalyst C8300 - 36 Months	1	
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	1	
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	1	
C-RFID-2R	Cisco Catalyst 8000 Edge RFID - 2RU	1	
C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	1	
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	1	
C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	1	
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	
C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	2	
TE-R-SW	TE agent for IOSXE on Enterprise Routing	1	
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	1	

SC8KBEUK9-176	UNIVERSAL	1	
PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	2	
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	
UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	1	
EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	1	
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	1	
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	1	
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	1	
C8300-NIM-BLANK	Cisco Catalyst 8300 Edge NIM Blank	1	
SM-X-8FXS/12FXO	Fixed Port High Density Analog Voice ServiceModule for ISR4K	1	
NIM-PVDM-64	NIM with 64-channel DSP	1	
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	1	
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	1	
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months	1	
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	1	
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	1	
C83-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription - 36 Months	1	
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	1	
C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	1	

SP-SSSNT-C8302TNX	SP SSPT 8X5XNBD Cisco Catalyst C8300 - 36 Months	1	
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	1	
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	1	
C-RFID-2R	Cisco Catalyst 8000 Edge RFID - 2RU	1	
C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	1	
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	1	
C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	1	
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	
C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	2	
TE-R-SW	TE agent for IOSXE on Enterprise Routing	1	
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	1	
SC8KBEUK9-176	UNIVERSAL	1	
PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	2	
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	
UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	1	
EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	1	
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	1	
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	1	
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	1	
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	1	
SM-X-8FXS/12FXO	Fixed Port High Density Analog Voice ServiceModule for ISR4K	1	
NIM-PVDM-64	NIM with 64-channel DSP	1	
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	1	

SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	1	
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months	1	
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	1	
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	1	
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	1	
C83-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription - 36 Months	1	
C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	1	
CON-SNT-C8302TNX	SNTC-8X5XNBD Cisco Catalyst C8300 - 36 Months	1	
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	1	
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	1	
C-RFID-2R	Cisco Catalyst 8000 Edge RFID - 2RU	1	
C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	1	
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	1	
C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	1	
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	
C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	2	
TE-R-SW	TE agent for IOSXE on Enterprise Routing	1	
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	1	
SC8KBEUK9-176	UNIVERSAL	1	
PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	2	
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	

UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	1	
EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	1	
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	1	
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	1	
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	1	
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	1	
SM-X-8FXS/12FXO	Fixed Port High Density Analog Voice ServiceModule for ISR4K	1	
NIM-PVDM-64	NIM with 64-channel DSP	1	
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	1	
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	1	
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months	1	
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	1	
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	1	
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	1	
C83-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription - 36 Months	1	
VG310	Modular 24 FXS Port VoIP Gateway with PVDM3-64	2	
CON-SNT-VG310ICV	SNTC-8X5XNBD Cisco VG310 - Modular 24 FXS Port Voice - 36 Months	2	

SVG3XUK9-15903M	Cisco VG3X0 UNIVERSAL	2	
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	2	
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	2	
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	
PVDM3-64	64-channel high-density voice DSP module	2	
SL-VG3X0-IPB-K9	Cisco VG3X0 IP Base License	2	
SL-VG3X0-UC-K9	Cisco VG3X0 Unified Communications License	2	
CP-8811-K9=	Cisco IP Phone 8811 Series	200	
CON-SNT-P8GK91G0	Cisco IP Phone 8811SNTC-8X5XNBD - 36 Months	200	
CP-8851-K9=	Cisco IP Phone 8851	625	
CON-SNT-P8RK95R1	Cisco IP Phone 8851SNTC-8X5XNBD - 36 Months	625	
CP-3905=	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	85	
CON-SNT-P3A050A0	Cisco Unified SIP Phone 3905, Charcoal, Standard HandsetSNTC - 36 Months	85	
CP-8832-K9	Cisco 8832 in Charcoal with accessories for North America	20	
CON-SNT-P8TK93T3	Cisco 8832 in Charcoal with accessories for North AmericaSNT - 36 Months	20	
CP-8832-POE	Cisco IP Conference Phone 8832 PoE Accessories for Worldwide	20	
CP-8832-POE=	Cisco 8832 PoE (Power over Ethernet) Accessories Spare	20	
CP-8832-MIC-WIRED=	Cisco 8832 Wired Microphones Kit for Worldwide	15	
CON-SNT-P8WED3W6	Cisco 8832 Wired Microphones Kit for WorldwideSNTC-8X5XNBD - 36 Months	15	
CP-8800-A-KEM=	8800 Series Audio KEM, 28 Button	5	
CON-SNT-P8REM0R5	8800 Series Audio KEM, 28 ButtonSNTC-8X5XNBD - 36 Months	5	

SP-ATLAS-IPSDMF72=	Atlas 8" In-Wall/In-Ceiling PoE+ IP Loudspeaker Endpoint	20	
SP-PRODUCTS-TERMS	Buyer Accept. of SolutionsPlus T&C. EULA: http://cs.co/spla	20	
SP-ATLAS-IPSEST-S=	Atlas Surface Mount Straight Enclosure for I8S+, I8SM+, IP-8	20	
SP-PRODUCTS-TERMS	Buyer Accept. of SolutionsPlus T&C. EULA: http://cs.co/spla	20	
DC-MGT-SAAS	Cisco Intersight SaaS	1	
DC-MGT-IS-SAAS-AD	Infrastructure Services SaaS/CVA - Advantage (Initial Term 60 months)	14	
SVS-DCM-SUPT-BAS	Basic Support for DCM (Initial Term 60 months)	1	
DC-MGT-UCSC-1S	UCS Central Per Server - 1 Server License (Initial Term 60 months)	14	
UCSX-9508-NEW-D	Not sold standalone UCS 9508 Chassis w/o nodes	2	
CON-L24OS-UCSX5958	CX LEVEL 2 24X7X4OS Not sold standalone UCS 9508 Chassis w/o - 36 months	2	
UCSX-I9108-100G-D	UCS 9108-100G IFM for 9508 Chassis	4	
UCSX-C-DEBUGCBL-D	UCSX Compute Node Debug Cable	2	
UCSX-CHASSIS-SW-D	Platform SW (Recommended) latest release for X9500 Chassis	2	
UCSX-9508-CAK-D	UCS 9508 Chassis Accessory Kit	2	
UCSX-9508-RBLK-D	UCS 9508 Chassis Active Cooling Module (FEM slot)	4	
UCSX-9508-ACPEM-D	UCS 9508 Chassis Rear AC Power Expansion Module	4	
UCSX-9508-KEYAC-D	UCS 9508 AC PSU Keying Bracket	2	
UCSX-9508-FSBK-D	UCS 9508 Chassis Front Node Slot Blank	16	
UCSX-PSU-2800AC-D	UCS 9508 Chassis 2800V AC Dual Voltage PSU Titanium	12	
CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	12	

UCSX-210C-M7-NEW	UCS X210c M7 R2L Free Compute Node 2S w/o CPU, Mem, Drv, Mez	1	
CON-L24OS-UCSX221C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w/o CPU, Me - 36 months	1	
UCSX-ML-V5D200G-D	Cisco VIC 15231 2x 100G mLOM X-Series	1	
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	2	
UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	1	
UCSX-C-SW-LATEST-D	Platform SW (Recommended) latest release XSeries ComputeNode	1	
UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	1	
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	1	
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	1	
UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	1	
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	20	
UCSX-CPU-I6426Y	Intel I6426Y 2.5GHz/185W 16C/37.5MB DDR5 4800MT/s	2	
UCSX-MRX16G1RE1	16GB DDR5-4800 RDIMM 1Rx8 (16Gb)	12	
UCS-SID-INFR-OI-D	Other Infrastructure	1	
UCS-SID-WKL-OW-D	Other Workload	1	
UCSX-210C-M7-U	UCS X210c M7 Compute Node 2S w/o CPU, Mem, Drv, Mezz	2	
CON-L24OS-UCSX023C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w o CPU, Me - 36 months	2	
UCSX-ML-V5D200G-D	Cisco VIC 15231 2x 100G mLOM X-Series	2	
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	4	
UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	2	
UCSX-C-SW-LATEST-D	Platform SW (Recommended) latest release XSeries ComputeNode	2	

UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	2	
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	2	
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	2	
UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	2	
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	32	
UCSX-CPU-I5418Y	Intel I5418Y 2GHz/185W 24C/45MB DDR5 4400MT/s	4	
UCSX-MRX32G1RE1	32GB DDR5-4800 RDIMM 1Rx4 (16Gb)	32	
UCS-SID-INFR-OI-D	Other Infrastructure	2	
UCS-SID-WKL-OW-D	Other Workload	2	
UCSX-210C-M7-U	UCS X210c M7 Compute Node 2S w/o CPU, Mem, Drv, Mezz	3	
CON-L24OS-UCSX023C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w o CPU, Me - 36 months	3	
UCSX-ML-V5D200G-D	Cisco VIC 15231 2x 100G mLOM X-Series	3	
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	6	
UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	3	
UCSX-C-SW-LATEST-D	Platform SW (Recommended) latest release XSeries ComputeNode	3	
UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	3	
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	3	
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	3	
UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	3	
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	60	
UCSX-CPU-I6426Y	Intel I6426Y 2.5GHz/185W 16C/37.5MB DDR5 4800MT/s	6	
UCSX-MRX16G1RE1	16GB DDR5-4800 RDIMM 1Rx8 (16Gb)	36	
UCS-SID-INFR-OI-D	Other Infrastructure	3	

UCS-SID-WKL-OW-D	Other Workload	3	
UCSX-210C-M7-NEW	UCS X210c M7 R2L Free Compute Node 2S w/o CPU, Mem, Drv, Mez	2	
CON-L24OS-UCSX221C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w/o CPU, Me - 36 months	2	
UCSX-ML-V5D200G-D	Cisco VIC 15231 2x 100G mLOM X-Series	2	
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	4	
UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	2	
UCSX-TPM-002C-D	Platform SW (Recommended) latest release XSeries ComputeNode	2	
UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	2	
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	2	
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	2	
UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	2	
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	32	
UCSX-CPU-I5418Y	Intel I5418Y 2GHz/185W 24C/45MB DDR5 4400MT/s	4	
UCSX-MRX32G1RE1	32GB DDR5-4800 RDIMM 1Rx4 (16Gb)	32	
UCS-SID-INFR-OI-D	Other Infrastructure	2	
UCS-SID-WKL-OW-D	Other Workload	2	
UCSX-210C-M7-U	UCS X210c M7 Compute Node 2S w/o CPU, Mem, Drv, Mezz	6	
CON-L24OS-UCSX023C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w o CPU, Me - 36 months	6	
UCSX-ML-V5D200G-D	Cisco VIC 15231 2x 100G mLOM X-Series	6	
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	12	
UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	6	

UCSX-C-SW-LATEST-D	Platform SW (Recommended) latest release XSeries ComputeNode	6	
UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	6	
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	6	
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	6	
UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	6	
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	96	
UCSX-CPU-I5418Y	Intel I5418Y 2GHz/185W 24C/45MB DDR5 4400MT/s	12	
UCSX-MRX32G1RE1	32GB DDR5-4800 RDIMM 1Rx4 (16Gb)	96	
UCS-SID-INFR-OI-D	Other Infrastructure	6	
UCS-SID-WKL-OW-D	Other Workload	6	
UCSX-FI-6536-NEW-D	XCellerate offer for Fabric Interconnect 6536 for IMM	2	
CON-L24OS-UCSXWFI6	CX LEVEL 2 24X7X4OS XCellerate offer for Fabric Interconnect - 36 monthd	2	
N10-MGT018-D	UCS Manager v4.2 and Intersight Managed Mode v4.2	2	
UCS-FI-6500-SW	Perpetual SW License for the 6500 series Fabric Interconnect	2	
UCS-PSU-6536-AC-D	UCS 6536 Power Supply/AC 1100W PSU - Port Side Exhaust	4	
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14- C13 Connectors	4	
QSFP-100G-CU3M	100GBASE-CR4 Passive Copper Cable, 3m	4	
UCS-ACC-6536-D UCS	UCS 6536 Chassis Accessory Kit	2	
UCS-FAN-6536-D	UCS 6536 Fan Module	12	
QSFP-100G-CU3M	100GBASE-CR4 Passive Copper Cable, 3m	8	
CON-BCSO-OP	Engineering Support Services	1	
CON-BCSOS-SCRUM	Scrum Services	1	

B2. ADDITIONAL

All pricing shall be firm, and include all insurance, warranty, and transportation costs, unless otherwise specified herein. The Contractor certifies that the pricing offered is no higher than the lowest price Contractor charges other agencies for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the Goods or Services described in Exhibit "A" will apply to any undelivered balance. The Contractor shall promptly notify OCFA of such price reductions.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph. No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the Purchasing Manager.

EXHIBIT "C"
Insurance Requirements

Contractor shall maintain and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Contractor shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section.

Contractors who will drive on OCFA property must maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

Business Automobile Liability Insurance: Contractor shall maintain, in full force and effect throughout the term of this Agreement, a policy of Business Automobile liability insurance with limits of one million dollars (\$1,000,000.00) combined limit for each accident covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance required to be maintained by Contractor.

EXHIBIT “D”
Special Terms and Conditions
(NOT APPLICABLE)

**ORANGE COUNTY FIRE AUTHORITY
MASTER AGREEMENT
FOR PURCHASE OF ENTERPRISE PHONE SYSTEM**

THIS AGREEMENT FOR THE PURCHASE OF ENTERPRISE PHONE SYSTEM ("Agreement") is made and entered into this ____ day of February, 2024 ("Effective Date"), by and between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA"), and Presidio Networked Solutions Group, LLC ("Contractor"). OCFA and Contractor are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires an Enterprise Phone System as requested in IFB RO2648A, hereinafter referred to as "Project"; and

WHEREAS, Contractor has submitted to OCFA a bid dated January 17, 2024, incorporated herein by this reference ("Bid"); and

WHEREAS, OCFA and Contractor desire to enter into this Agreement in order to receive and provide, respectively, Enterprise Phone System on the same terms, conditions, and pricing as further set forth in Section 1.1 of this Agreement;

AGREEMENT

NOW THEREFORE, OCFA and Contractor mutually agree as follows:

SECTION ONE

1.1 Scope of Agreement. In compliance with all terms and conditions of this Agreement, OCFA shall procure Server Equipment and Accessories from Contractor as more fully detailed in Exhibit "A", attached hereto, which includes by reference and by addendum: (1) OCFA's IFB RO2648A, dated December 27, 2023 ("Solicitation"), (2) Contractor's Bid, dated January 17, 2024 and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the Parties hereto ("Services", "Goods" or "Work"). In the event of any inconsistency between the terms contained in "Exhibit A", 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 Exhibit "A" shall govern, in that order.

1.2 Term. This Agreement shall commence on the Effective Date and continue in full force until Project completion, but not to exceed one hundred eighty (180) days after Effective Date, unless earlier terminated in accordance with Section 3.8 of this Agreement.

1.3 Compensation and Payment. For the Goods or Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "B," attached hereto.

1.4 Contractor's Representative. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Keith Strohman, Vice President. The foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the work hereunder. The foregoing principal may not be changed by Contractor without the express written approval of OCFA.

1.5 Contract Administrator. The Contract Administrator shall be David Johnson, IT Manager unless otherwise designated in writing by OCFA. It shall be Contractor's responsibility to keep the Contract Administrator fully informed of the progress of the provision of the Goods or Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Administrator. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Administrator.

1.6 Notices. 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: Sara Kennedy CPPB,
Purchasing Division Manager
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 Contractor:

Presidio Networked Solutions Group, LLC
Attention: Chris Sanchez
5000 Hopyard Rd., Suite 188
Pleasanton, CA 94588

SECTION TWO

2.1 Orders. The Contractor shall receive written or verbal requests for Goods or Services on an as-needed basis for items on this Agreement, subject to the terms, conditions, and pricing listed herein. The Contractor shall be responsible for confirming specifications, quantities, and pricing with the Contract Administrator prior to order entry/delivery.

Orders may be placed at any time during the term of the Agreement even if delivery may not be made until after the expiration of the Agreement. Order dates take precedence over delivery dates. The Contractor must clearly identify the order date on all invoices to OCFA.

2.2 Substitutions. The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior OCFA written approval.

2.3 Delivery. Time of delivery of Goods or Services is of the essence in this Agreement. OCFA reserves the right to refuse any Goods or Services and to cancel all or any part of the Goods or Services not conforming to the Statement of Goods or Services to Be Provided, as set forth in Exhibit "A". Acceptance of any part of the order for Goods shall not bind OCFA to accept future shipments nor deprive it of the right to return Goods already accepted at Contractor's expense. Over-shipments and under-shipments of Goods shall be only as agreed to in writing by OCFA. Delivery shall not be deemed to be complete until all Goods or Services have actually been received and accepted by OCFA.

In the event the delivery location does not have a loading dock, it will be the Contractor's responsibility to make all necessary arrangements to complete delivery.

2.4 Freight (F.O.B. Destination). Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all Goods deemed necessary under this Agreement.

2.5 Taxes. OCFA is subject to applicable sales and use tax. Unless otherwise provided herein or by law, prices do not include applicable sales or use tax. Sales tax will be paid directly to the state of California if not collected by the Contractor.

2.6 Acceptance. Unless otherwise agreed to in writing by OCFA: 1) acceptance shall not be deemed complete unless in writing and until all the Goods or Services have actually been received, inspected, and tested to the satisfaction of OCFA, and 2) payment shall be made in arrears after satisfactory acceptance.

2.7 Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to OCFA an invoice for Goods provided and Services rendered prior to the date of the invoice. Invoices should be sent by electronic mail to:

Orange County Fire Authority, Accounts Payable
ap@ocfa.org

OCFA shall pay Contractor for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice. Partial payments are authorized for partial shipments with signature approval.

2.8 Usage. No guarantee is given by OCFA to Contractor regarding usage of this Agreement. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply the Goods or Services requested, as needed by OCFA, at prices listed in Exhibit "B", attached hereto, regardless of quantity requested.

Contractor acknowledges that 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, or are otherwise limited, OCFA may immediately terminate or modify this Agreement without penalty.

2.9 Disaster/Emergency Incident Requirements. In the event of a disaster or emergency incident, this Agreement may be subject to extraordinary usage. The Contractor shall service OCFA during such a disaster or emergency incident under the same terms and conditions that apply during non-emergency conditions. The pricing set forth in the Exhibit "B" shall apply to serving OCFA's needs regardless of the circumstances. If Contractor is unable to supply the Goods or Services under the terms of the Contract, then upon request from OCFA, Contractor shall provide proof of such disruption and a copy of the invoice for the Goods or Services from Contractor's supplier(s). Additional profit margin as a result of supplying Goods or Services during a disaster or emergency incident shall not be permitted.

2.10 Provision of Additional Goods or Services. Contractor shall provide Goods or Services in addition to those specified in Exhibit "A" when directed to do so in writing by the Purchasing Manager or designee, hereinafter "the Purchasing Manager", provided that Contractor shall not be required to provide any additional Goods or Services without compensation. Additional compensation in an amount within management authority must be approved in writing by the Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors. In the event any change or changes to the Goods or Services 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.

2.11 Reports/Meetings. As required by the Contract Administrator, the Contractor shall develop reports and any other relevant documents necessary to complete the requirements set forth in this Agreement. The OCFA's Contract Administrator and Contractor's Representative will meet on reasonable notice to discuss Contractor's performance and progress under this Agreement. If requested, Contractor's Representative and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by OCFA for the purpose of monitoring progress under this Agreement.

The Contractor shall submit usage reports on an annual basis to and in a format specified by the Contract Administrator 90 days prior to the expiration date of the Agreement term or subsequent renewal term, if requested.

2.12 Records. Contractor shall keep such books and records as shall be necessary to properly provide the Goods or Services required by this Agreement and enable the Contract Administrator to evaluate the performance of such requirements. The Contract Administrator 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.

2.13 Performance. Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to the reasonable satisfaction of OCFA. Contractor shall be responsible for the quality, technical assurance, timely completion and coordination of all documentation and other Goods or Services furnished by Contractor under this Agreement. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

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

2.14 Time for Completion. All Goods or Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Exhibit "A". The extension of any time period specified must be approved in writing by the Contract Administrator.

2.15 Contractor Personnel. If providing services, the Contractor 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.

If required in Exhibit "A", all Contractor's employees shall wear uniforms, badges, or other means of identification at all times while on OCFA property. If requested, the Contract Administrator must be notified of the means of identification to be worn by employees prior to beginning work and notified seven days prior to any changes in identification.

2.16 Conflict of Interest – Contractor's Personnel. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of OCFA. This obligation shall apply to the Contractor; Contractor's employees, agents, and relatives; sub-tier Contractors; and third-parties associated with providing Goods or Services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of OCFA.

Further, the Contractor warrants that no gratuities in the form of entertainment, gifts or otherwise were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of OCFA with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, OCFA shall have the right to terminate the Agreement, either in whole or in part.

2.17 Conflict of Interest – OCFA Personnel. The OCFA General Order 06 prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Agreement, employ any OCFA employee for any purpose.

2.18 Confidentiality. Information obtained by Contractor in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Contractor for any purpose other than the performance of this Agreement without the written consent of OCFA.

2.19 News/Information Release. The Contractor agrees that it will not issue any news releases in connection with either the award of this Agreement or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from OCFA through OCFA's Communications Director.

2.20 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law to provide the Goods or Services required by this Agreement.

2.21 Sub-Contracting. The Contractor shall not contract with any other entity to provide in whole or in part the Goods or Services required hereunder without the express written approval of the Purchasing Manager. If Contractor is authorized to subcontract any part of the work specified herein, Contractor 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 provision of Goods or Services will be considered employees of Contractor. OCFA will deal directly with and will make all payments to Contractor. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and OCFA. Contractor shall ensure that all subcontractors maintain insurance in accordance with the requirements set forth herein are complied with prior to commencement of work by each subcontractor.

2.22 Withholding Payment for Non-Authorized Subcontractors. OCFA shall have the right to withhold payment from Contractor for work performed by any subcontractor or subconsultant providing Goods or Services but not authorized in writing by the Purchasing Manager, or regarding which the insurance or other requirements under this Agreement have not been satisfied.

2.23 Force Majeure. Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, 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 Contractor shall within thirty-six (36) hours of the commencement of such condition notify the Contract Administrator who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for providing the Goods or Services for the period of the enforced delay when and if in the Contract Administrator's judgment such delay is justified, and the Contract Administrator's determination shall be final and conclusive upon the parties to this Agreement.

2.24 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 the Purchasing Manager. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of the Purchasing Manager.

2.25 Proof of Insurance (If Applicable). The Contractor must furnish OCFA with the documents specified in Exhibit "C" proving the necessary levels of insurance coverage, as

required. 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.

2.26 Warranty. Contractor expressly warrants that the Goods or Services covered by this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

2.27 Indemnification. To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its 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 Contractor, 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 work performed by Contractor 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 Contractor.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its 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.

2.28 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, or any of its personnel, an OCFA employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OCFA officers or employees. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the provision of Goods or Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

If providing Services, Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees or agents, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service.

No OCFA benefits shall be available to Contractor, its officers, employees, or agents, in connection with the provision of Goods or Services under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the provision of any Goods or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of providing any Goods or Services hereunder. If for any reason any court or governmental agency determines that OCFA has financial obligations, other than pursuant to Section 1.3 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless OCFA from and against all such financial obligations.

2.29 Employee Retirement System Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Goods 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 OCFA, Contractor shall indemnify, defend, and hold harmless OCFA against: (1) all such claim(s) and determination(s); (2) for the payment of any employee and/or employer contributions for employee retirement system benefits on behalf of Contractor or its employees, agents or subcontractors; and (3) the payment of any penalties and interest on such contributions which would otherwise be the responsibility of OCFA.

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 Goods 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 an employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system benefits.

SECTION THREE

3.1 Governing Law and Venue. This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of

California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

3.2 Compliance with Laws. Contractor represents and warrants that all Goods or 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.

3.3 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.

3.4 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.

3.5 Calendar Days. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

3.6 Amendments. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on OCFA unless authorized by the Purchasing Manager in writing.

3.7 Entire Contract. This Agreement contains the entire agreement between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.

3.8 Termination. OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except where continuation would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate.

3.9 Disputes – Contract. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by Contractor's Representative and OCFA's Contract Administrator, such matter shall be brought to the attention of the Purchasing Manager by way of the following process:

- The Contractor shall submit to the Purchasing Manager a written request for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless OCFA, on its own initiative, has already rendered such a final decision.

- The Contractor's written request shall be fully supported by factual information, and, if the request involves a cost adjustment to the Contract, include statement by a corporate officer indicating that the request is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes OCFA is liable.
- Pending the final resolution of any dispute arising under, related to, or involving this Agreement, Contractor agrees to diligently proceed with the performance of this Agreement, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Agreement.

3.10 Breach of Contract. The failure of Contractor to comply with any of the provisions, covenants or conditions of this Agreement shall be a material breach of this Agreement. In such event OCFA may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

- Afford Contractor written notice of the breach and ten days or such shorter time that may be specified in this Agreement within which to cure the breach;
- Discontinue payment to the contractor for and during the period in which Contractor is in breach; and
- Withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed to OCFA.

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

3.12 Remedies Not Exclusive. 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.

3.13 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.

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.

3.14 Non-Liability of OCFA Officers and Employees. No officer or employee of OCFA shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default

or breach by OCFA or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement

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

3.16 Special Terms and Conditions (If Applicable). If required, additional terms and conditions applicable to the provision of Goods or Services pursuant to this Agreement are provided in Exhibit "D", attached hereto.

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

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

"CONTRACTOR"

**PRESIDIO NETWORKED SOLUTIONS
GROUP, LLC**

Date: 1/25/24

By: 

Keith Strohman
Vice President

Date: 1/29/2024

By: 

Erik Hayko

Senior Contracts Manager

EXHIBIT "A"

A1.GOODS

Server equipment and accessories and their respective manufacturer's item numbers are provided in Exhibit "B".

A2.CONTRACTOR RESPONSIBILITIES

In addition to providing the deliverables above, Contractors will also be responsible for the following:

A2.1.1 SHIPPING

Unless as specified by the OCFA IT Manager, all orders for items must be sent to the OCFA Service Center, below. Contractor shall not ship items to any other locations.

OCFA Regional Fire Operations Training Center

Deliveries Accepted Monday – Thursday

1 Fire Authority Way

Irvine, CA 92610

A2.2 RETURNS

Contractor must accept returns of new, unused items.

A2.3 SUPPLY SHORTAGES

Contractor must notify OCFA if/when items are on back order and provide an estimated ship date, and/or recommend a substitute item. In the event a specific item is discontinued or becomes unavailable, the Contractor must offer an alternate item as a substitute. Any substitutes offered must be approved in writing by OCFA.

EXHIBIT "B"
Pricing

B1. PRICE SCHEDULE

Product Number	Product Description	Quantity	Extended Total
A-FLEX-3	Collaboration Flex Plan 3.0	1	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan - 36 Months	1	\$0.00
A-FLEX-EAPL	EntW On-Premises Calling - 36 Months	960	\$153,100.80
A-FLEX-SME-S	Session Manager (1) - 36 Months	1	\$0.00
A-FLEX-SRST-E	SRST Endpoints (1) - 36 Months	1920	\$0.00
A-FLEX-P-EA	On-Premises Smart License - EA (1) - 36 Months	1152	\$0.00
A-FLEX-P-ACC	Access Smart License (1) - 36 Months	192	\$0.00
A-FLEX-P-CA	Common Area Smart License (1) - 36 Months	480	\$0.00
A-FLEX-P-UCXN	Unity Connection Smart License (1) - 36 Months	1152	\$0.00
A-FLEX-P-ER	Emergency Responder Smart License (1) - 36 Months	2880	\$0.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key (1) - 36 Months	1	\$0.00
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement - 36 Months	1152	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement - 36 Months	1152	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement - 36 Months	26040	\$0.00
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement - 36 Months	1152	\$0.00
A-FLEX-EXP-RMS	Expressway Rich Media Session (1) - 36 Months	192	\$0.00
A-FLEX-ENH-CUBE	CUBE Enhanced Trunk Session License - 36 Months	745	\$57,663.00
A-FLEX-SW-14-K9	On-Premises SW Bundle v14 (1) - 36 Months	1	\$0.00
SP-INFORMACAST	SolutionsPlus: Informacast Subsc(MOBILE,FUSION,EPA,ADVANCED)	1	\$0.00

SP-INFORMACAST RECURRING CHARGES	InformaCast Fusion 50 Fusion Users Subscription - 36 Months	18	\$43,027.20
SP-INFORMACAST RECURRING CHARGES	InformaCast Fusion 50 IP Endpoint Add-On Subscription - 36 Months	7	\$8,870.40
A-FLEX-CC	Flex Contact Center	1	\$0.00
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	\$0.00
A-FLEX-J-AGT-RTU	On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU - 36 Months	1	\$0.00
A-FLEX-05-12.5-K9	On-Premises UCCX Std & Prem Media Kit v12.5 - 36 Months	1	\$0.00
A-FLEX-PJX-SVR12.5	On-Premises UCCX Standard & Premium Server v12.5 (incl 12.6) - 36 Months	1	\$0.00
A-FLEX-PJXPAGT12.5	On-Premises UCCX Premium Agent License v12.5 - 36 Months	3	\$0.00
A-FLEX-PJXSAGT12.5	On-Premises UCCX Standard Agent License v12.5 (12.6) - 36 Months	7	\$0.00
A-FLEX-PJXPC	Flex CC On-Premises UCCX Premium Concurrent Agent - 36 Months	3	\$4,600.80
A-FLEX-PJXSC	Flex CC On-Premises UCCX Standard Concurrent Agent - 36 Months	7	\$8,051.40
C8300-1N1S-6T	Cisco Catalyst C8300-1N1S-6T Router	1	\$5,725.17
CON-SNT-C830IN6T	SNTC-8X5XNBD Cisco Catalyst C8300 - 36 Months	1	\$2,918.16
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	1	\$0.00
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	1	\$0.00
C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	1	\$0.00
C8300-RM-19-1R	Cisco Catalyst 8300 Rack mount kit - 19" 1R	1	\$0.00
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	1	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	\$0.00
TE-R-SW	TE agent for IOSXE on Enterprise Routing	1	\$0.00
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	1	\$0.00

SC8KBEUK9-176	UNIVERSAL	1	\$0.00
NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1	\$948.92
UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	1	\$2,682.78
EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	1	\$596.18
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	1	\$1,490.43
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	1	\$0.00
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	1	\$0.00
PWR-CC1-500WAC	Cisco C8300 1RU AC Power supply with PoE	2	\$2,649.66
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	\$0.00
SW-UCSE-VM-7.0-K9	VMware Vsphere Hypervisor (ESXi) v7.0 software for UCS E	1	\$0.00
INSTALL-OS-HDD	Install the OS on the HDD or RAID volume	1	\$0.00
FL-UCSE-VS7-FND	UCS E-Series VMware ESXi 7 Foundation (with vCenter) License	1	\$478.38
CON-ECMU-FLNDUCSE	SWSS UPGRADES UCS E-Series VMware ESXi 7 Foundation - 36 Months	1	\$367.20
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	1	\$1,393.93
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	1	\$0.00
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	\$0.00
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	\$0.00
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months - 36 Months	1	\$0.00
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	1	\$0.00
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	1	\$0.00

IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	1	\$0.00
C83-1N1S-6T-PF	C8300-1N1S-6T Platform Selection for DNA Subscription - 36 Months	1	\$0.00
C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	7	\$69,222.44
CON-SNT-C8302TNX	SNTC-8X5XNBD Cisco Catalyst C8300 - 36 Months	7	\$32,628.96
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	7	\$0.00
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	7	\$0.00
C-RFID-2R	Cisco Catalyst 8000 Edge RFID - 2RU	7	\$0.00
C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	7	\$0.00
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	7	\$0.00
C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	7	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	7	\$0.00
C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	14	\$0.00
TE-R-SW	TE agent for IOSXE on Enterprise Routing	7	\$0.00
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	7	\$0.00
SC8KBEUK9-176	UNIVERSAL	7	\$0.00
PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	14	\$0.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	14	\$0.00
UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	7	\$18,779.46
EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	7	\$4,173.26
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	7	\$10,433.01
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	7	\$0.00
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	7	\$0.00
NIM-PVDM-64	NIM with 64-channel DSP	7	\$15,765.47
C8300-NIM-BLANK	Cisco Catalyst 8300 Edge NIM Blank	7	\$0.00

SM-X-8FXS/12FXO	Fixed Port High Density Analog Voice ServiceModule for ISR4K	7	\$25,503.03
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	7	\$10,471.51
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	7	\$0.00
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	7	\$0.00
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	7	\$0.00
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months	7	\$0.00
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	7	\$0.00
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	7	\$0.00
C83-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription - 36 Months	7	\$0.00
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	7	\$0.00
C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	1	\$9,888.92
SP-SSSNT-C8302TNX	SP SSPT 8X5XNBD Cisco Catalyst C8300 - 36 Months	1	\$5,827.68
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	1	\$0.00
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	1	\$0.00
C-RFID-2R	Cisco Catalyst 8000 Edge RFID - 2RU	1	\$0.00
C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	1	\$0.00
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	1	\$0.00
C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	1	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	\$0.00
C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	2	\$0.00
TE-R-SW	TE agent for IOSXE on Enterprise Routing	1	\$0.00

IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	1	\$0.00
SC8KBEUK9-176	UNIVERSAL	1	\$0.00
PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	2	\$0.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	\$0.00
UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	1	\$2,682.78
EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	1	\$596.18
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	1	\$1,490.43
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	1	\$0.00
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	1	\$0.00
C8300-NIM-BLANK	Cisco Catalyst 8300 Edge NIM Blank	1	\$0.00
SM-X-8FXS/12FXO	Fixed Port High Density Analog Voice ServiceModule for ISR4K	1	\$3,643.29
NIM-PVDM-64	NIM with 64-channel DSP	1	\$2,252.21
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	1	\$1,393.93
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	1	\$0.00
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	\$0.00
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	\$0.00
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months	1	\$0.00
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	1	\$0.00
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	1	\$0.00
C83-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription - 36 Months	1	\$0.00

IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	1	\$0.00
C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	1	\$9,888.92
SP-SSSNT-C8302TNX	SP SSPT 8X5XNBD Cisco Catalyst C8300 - 36 Months	1	\$5,827.68
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	1	\$0.00
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	1	\$0.00
C-RFID-2R	Cisco Catalyst 8000 Edge RFID - 2RU	1	\$0.00
C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	1	\$0.00
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	1	\$0.00
C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	1	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	\$0.00
C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	2	\$0.00
TE-R-SW	TE agent for IOSXE on Enterprise Routing	1	\$0.00
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	1	\$0.00
SC8KBEUK9-176	UNIVERSAL	1	\$0.00
PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	2	\$0.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	\$0.00
UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	1	\$2,682.78
EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	1	\$596.18
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	1	\$1,490.43
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	1	\$0.00
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	1	\$0.00
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	1	\$638.76
SM-X-8FXS/12FXO	Fixed Port High Density Analog Voice ServiceModule for ISR4K	1	\$3,643.29

NIM-PVDM-64	NIM with 64-channel DSP	1	\$2,252.21
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	1	\$1,393.93
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	1	\$0.00
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	\$0.00
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	\$0.00
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months	1	\$0.00
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	1	\$0.00
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	1	\$0.00
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	1	\$0.00
C83-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription - 36 Months	1	\$0.00
C8300-2N2S-4T2X	Cisco Catalyst C8300-2N2S-4T2X Router	1	\$9,888.92
CON-SNT-C8302TNX	SNTC-8X5XNBD Cisco Catalyst C8300 - 36 Months	1	\$4,661.28
MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	1	\$0.00
M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	1	\$0.00
C-RFID-2R	Cisco Catalyst 8000 Edge RFID - 2RU	1	\$0.00
C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 19" 2R	1	\$0.00
C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	1	\$0.00
C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray, 2RU	1	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	\$0.00
C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	2	\$0.00
TE-R-SW	TE agent for IOSXE on Enterprise Routing	1	\$0.00
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	1	\$0.00

SC8KBEUK9-176	UNIVERSAL	1	\$0.00
PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	2	\$0.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	\$0.00
UCS-E160S-M3/K9	UCS-E, SingleWide, 6 Core CPU, 8 GB Flash, 1-2 HDD	1	\$2,682.78
EM3-MEM-16G	16 GB 1200MHz VLP RDIMM/PC4-2400 2R for UCS-E M3	1	\$596.18
E100S-SSD-480G	480 GB, SAS eMLC SSD hard disk drive for SingleWide UCS-E	1	\$1,490.43
DISK-MODE-RAID-0	Configure hard drives as RAID 0 (Stripe)	1	\$0.00
SW-DISK-COVER	E-Series 140S Hard Disk Drive Blank Face Plate Cover	1	\$0.00
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	1	\$638.76
SM-X-8FXS/12FXO	Fixed Port High Density Analog Voice ServiceModule for ISR4K	1	\$3,643.29
NIM-PVDM-64	NIM with 64-channel DSP	1	\$2,252.21
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M) - 36 Months	1	\$1,393.93
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem - 36 Months	1	\$0.00
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	\$0.00
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M) - 36 Months	1	\$0.00
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage - 36 Months	1	\$0.00
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN - 36 Months	1	\$0.00
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded - 36 Months	1	\$0.00
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image - 36 Months	1	\$0.00
C83-2N2S-4T2X-PF	C8300-2N2S-4T2X Platform Selection for DNA Subscription - 36 Months	1	\$0.00

VG310	Modular 24 FXS Port VoIP Gateway with PVDM3-64	2	\$7,734.88
CON-SNT-VG310ICV	SNTC-8X5XNBD Cisco VG310 - Modular 24 FXS Port Voice - 36 Months	2	\$2,634.06
SVG3XUK9-15903M	Cisco VG3X0 UNIVERSAL	2	\$0.00
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	2	\$0.00
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	2	\$1,661.08
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	\$0.00
PVDM3-64	64-channel high-density voice DSP module	2	\$0.00
SL-VG3X0-IPB-K9	Cisco VG3X0 IP Base License	2	\$0.00
SL-VG3X0-UC-K9	Cisco VG3X0 Unified Communications License	2	\$0.00
CP-8811-K9=	Cisco IP Phone 8811 Series	200	\$47,536.00
CON-SNT-P8GK91G0	Cisco IP Phone 8811SNTC-8X5XNBD - 36 Months	200	\$12,096.00
CP-8851-K9=	Cisco IP Phone 8851	625	\$191,768.75
CON-SNT-P8RK95R1	Cisco IP Phone 8851SNTC-8X5XNBD - 36 Months	625	\$48,600.00
CP-3905=	Cisco Unified SIP Phone 3905, Charcoal, Standard Handset	85	\$5,501.20
CON-SNT-P3A050A0	Cisco Unified SIP Phone 3905, Charcoal, Standard HandsetSNTC - 36 Months	85	\$1,652.40
CP-8832-K9	Cisco 8832 in Charcoal with accessories for North America	20	\$17,170.20
CON-SNT-P8TK93T3	Cisco 8832 in Charcoal with accessories for North AmericaSNT - 36 Months	20	\$5,140.80
CP-8832-POE	Cisco IP Conference Phone 8832 PoE Accessories for Worldwide	20	\$0.00
CP-8832-POE=	Cisco 8832 PoE (Power over Ethernet) Accessories Spare	20	\$1,243.80
CP-8832-MIC-WIRED=	Cisco 8832 Wired Microphones Kit for Worldwide	15	\$3,521.40

CON-SNT-P8WED3W6	Cisco 8832 Wired Microphones Kit for WorldwideSNTC-8X5XNBD - 36 Months	15	\$1,296.00
CP-8800-A-KEM=	8800 Series Audio KEM, 28 Button	5	\$1,469.00
CON-SNT-P8REM0R5	8800 Series Audio KEM, 28 ButtonSNTC-8X5XNBD - 36 Months	5	\$324.00
SP-ATLAS-IPSDMF72=	Atlas 8" In-Wall/In-Ceiling PoE+ IP Loudspeaker Endpoint	20	\$27,926.80
SP-PRODUCTS-TERMS	Buyer Accept. of SolutionsPlus T&C. EULA: http://cs.co/spla	20	\$0.00
SP-ATLAS-IPSEST-S=	Atlas Surface Mount Straight Enclosure for I8S+, I8SM+, IP-8	20	\$1,797.00
SP-PRODUCTS-TERMS	Buyer Accept. of SolutionsPlus T&C. EULA: http://cs.co/spla	20	\$0.00
DC-MGT-SAAS	Cisco Intersight SaaS	1	\$0.00
DC-MGT-IS-SAAS-AD	Infrastructure Services SaaS/CVA - Advantage (Initial Term 60 months)	14	\$34,952.40
SVS-DCM-SUPT-BAS	Basic Support for DCM (Initial Term 60 months)	1	\$0.00
DC-MGT-UCSC-1S	UCS Central Per Server - 1 Server License (Initial Term 60 months)	14	\$0.00
UCSX-9508-NEW-D	Not sold standalone UCS 9508 Chassis w/o nodes	2	\$0.00
CON-L24OS-UCSX5958	CX LEVEL 2 24X7X4OS Not sold standalone UCS 9508 Chassis w/o - 36 months	2	\$2,969.40
UCSX-I9108-100G-D	UCS 9108-100G IFM for 9508 Chassis	4	\$0.00
UCSX-C-DEBUGCBL-D	UCSX Compute Node Debug Cable	2	\$0.00
UCSX-CHASSIS-SW-D	Platform SW (Recommended) latest release for X9500 Chassis	2	\$0.00
UCSX-9508-CAK-D	UCS 9508 Chassis Accessory Kit	2	\$0.00
UCSX-9508-RBLK-D	UCS 9508 Chassis Active Cooling Module (FEM slot)	4	\$0.00
UCSX-9508-ACPEM-D	UCS 9508 Chassis Rear AC Power Expansion Module	4	\$0.00
UCSX-9508-KEYAC-D	UCS 9508 AC PSU Keying Bracket	2	\$0.00
UCSX-9508-FSBK-D	UCS 9508 Chassis Front Node Slot Blank	16	\$0.00

UCSX-PSU-2800AC-D	UCS 9508 Chassis 2800V AC Dual Voltage PSU Titanium	12	\$0.00
CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	12	\$0.00
UCSX-210C-M7-NEW	UCS X210c M7 R2L Free Compute Node 2S w/o CPU, Mem, Drv, Mez	1	\$0.00
CON-L24OS-UCSX221C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w/o CPU, Me - 36 months	1	\$3,870.75
UCSX-ML-V5D200G-D	Cisco VIC 15231 2x 100G mLOM X-Series	1	\$0.00
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	2	\$0.00
UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	1	\$0.00
UCSX-C-SW-LATEST-D	Platform SW (Recommended) latest release XSeries ComputeNode	1	\$0.00
UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	1	\$0.00
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	1	\$0.00
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	1	\$0.00
UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	1	\$0.00
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	20	\$0.00
UCSX-CPU-I6426Y	Intel I6426Y 2.5GHz/185W 16C/37.5MB DDR5 4800MT/s	2	\$0.00
UCSX-MRX16G1RE1	16GB DDR5-4800 RDIMM 1Rx8 (16Gb)	12	\$0.00
UCS-SID-INFR-OI-D	Other Infrastructure	1	\$0.00
UCS-SID-WKL-OW-D	Other Workload	1	\$0.00
UCSX-210C-M7-U	UCS X210c M7 Compute Node 2S w/o CPU, Mem, Drv, Mezz	2	\$7,141.54
CON-L24OS-UCSX023C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w o CPU, Me - 36 months	2	\$7,741.50
UCSX-ML-V5D200G-D	Cisco VIC 15231 2x 100G mLOM X-Series	2	\$1,958.54
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	4	\$1,759.48

UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	2	\$59.62
UCSX-C-SW-LATEST-D	Platform SW (Recommended) latest release XSeries ComputeNode	2	\$0.00
UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	2	\$0.00
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	2	\$0.00
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	2	\$0.00
UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	2	\$0.00
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	32	\$0.00
UCSX-CPU-I5418Y	Intel I5418Y 2GHz/185W 24C/45MB DDR5 4400MT/s	4	\$9,599.12
UCSX-MRX32G1RE1	32GB DDR5-4800 RDIMM 1Rx4 (16Gb)	32	\$41,116.16
UCS-SID-INFR-OI-D	Other Infrastructure	2	\$0.00
UCS-SID-WKL-OW-D	Other Workload	2	\$0.00
UCSX-210C-M7-U	UCS X210c M7 Compute Node 2S w/o CPU, Mem, Drv, Mezz	3	\$10,712.31
CON-L24OS-UCSX023C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w o CPU, Me - 36 months	3	\$11,612.25
UCSX-ML-V5D200G-D	Cisco VIC 15231 2x 100G mLOM X-Series	3	\$2,937.81
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	6	\$2,639.22
UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	3	\$89.43
UCSX-C-SW-LATEST-D	Platform SW (Recommended) latest release XSeries ComputeNode	3	\$0.00
UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	3	\$0.00
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	3	\$0.00
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	3	\$0.00
UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	3	\$0.00

UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	60	\$0.00
UCSX-CPU-I6426Y	Intel I6426Y 2.5GHz/185W 16C/37.5MB DDR5 4800MT/s	6	\$14,317.62
UCSX-MRX16G1RE1	16GB DDR5-4800 RDIMM 1Rx8 (16Gb)	36	\$21,841.20
UCS-SID-INFR-OI-D	Other Infrastructure	3	\$0.00
UCS-SID-WKL-OW-D	Other Workload	3	\$0.00
UCSX-210C-M7-NEW	UCS X210c M7 R2L Free Compute Node 2S w/o CPU, Mem, Drv, Mez	2	\$0.00
CON-L24OS- UCSX221C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w/o CPU, Me - 36 months	2	\$7,741.50
UCSX-ML-V5D200G- D	Cisco VIC 15231 2x 100G mLOM X-Series	2	\$0.00
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	4	\$0.00
UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	2	\$0.00
UCSX-TPM-002C-D	Platform SW (Recommended) latest release XSeries ComputeNode	2	\$0.00
UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	2	\$0.00
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	2	\$0.00
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	2	\$0.00
UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	2	\$0.00
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	32	\$0.00
UCSX-CPU-I5418Y	Intel I5418Y 2GHz/185W 24C/45MB DDR5 4400MT/s	4	\$0.00
UCSX-MRX32G1RE1	32GB DDR5-4800 RDIMM 1Rx4 (16Gb)	32	\$0.00
UCS-SID-INFR-OI-D	Other Infrastructure	2	\$0.00
UCS-SID-WKL-OW-D	Other Workload	2	\$0.00
UCSX-210C-M7-U	UCS X210c M7 Compute Node 2S w/o CPU, Mem, Drv, Mezz	6	\$21,424.62
CON-L24OS- UCSX023C	CX LEVEL 2 24X7X4OS UCS X210c M7 Compute Node 2S w o CPU, Me - 36 months	6	\$23,224.50

UCSX-ML-V5D200G-D	Cisco VIC 15231 2x 100G mLOM X-Series	6	\$5,875.62
UCSX-M2-240G-D	240GB 2.5in M.2 SATA Micron G2 SSD	12	\$5,278.44
UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for servers	6	\$178.86
UCSX-C-SW-LATEST-D	Platform SW (Recommended) latest release XSeries ComputeNode	6	\$0.00
UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink	6	\$0.00
UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink	6	\$0.00
UCSX-X10C-FMBK-D	UCS X10c Compute Node Front Mezz Blank	6	\$0.00
UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives	6	\$0.00
UCS-DDR5-BLK	UCS DDR5 DIMM Blanks	96	\$0.00
UCSX-CPU-I5418Y	Intel I5418Y 2GHz/185W 24C/45MB DDR5 4400MT/s	12	\$28,797.36
UCSX-MRX32G1RE1	32GB DDR5-4800 RDIMM 1Rx4 (16Gb)	96	\$123,348.48
UCS-SID-INFR-OI-D	Other Infrastructure	6	\$0.00
UCS-SID-WKL-OW-D	Other Workload	6	\$0.00
UCSX-FI-6536-NEW-D	XCellerate offer for Fabric Interconnect 6536 for IMM	2	\$0.06
CON-L24OS-UCSXWFI6	CX LEVEL 2 24X7X4OS XCellerate offer for Fabric Interconnect - 36 monthd	2	\$12,686.70
N10-MGT018-D	UCS Manager v4.2 and Intersight Managed Mode v4.2	2	\$0.00
UCS-FI-6500-SW	Perpetual SW License for the 6500 series Fabric Interconnect	2	\$14,110.20
UCS-PSU-6536-AC-D	UCS 6536 Power Supply/AC 1100W PSU - Port Side Exhaust	4	\$0.00
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14- C13 Connectors	4	\$0.00
QSFP-100G-CU3M	100GBASE-CR4 Passive Copper Cable, 3m	4	\$861.16
UCS-ACC-6536-D UCS	UCS 6536 Chassis Accessory Kit	2	\$0.00

UCS-FAN-6536-D	UCS 6536 Fan Module	12	\$0.00
QSFP-100G-CU3M	100GBASE-CR4 Passive Copper Cable, 3m	8	\$0.00
CON-BCSO-OP	Engineering Support Services	1	\$246,428.57
CON-BCSOS-SCRUM	Scrum Services	1	\$136,904.77

B2. ADDITIONAL

All pricing shall be firm, and include all insurance, warranty, and transportation costs, unless otherwise specified herein. The Contractor certifies that the pricing offered is no higher than the lowest price Contractor charges other agencies for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the Goods or Services described in Exhibit "A" will apply to any undelivered balance. The Contractor shall promptly notify OCFA of such price reductions.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year and may be adjusted thereafter as outlined in the previous paragraph. No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the Purchasing Manager.

EXHIBIT "C"
Insurance Requirements

Contractor shall maintain and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Contractor shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section.

Contractors who will drive on OCFA property must maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

Business Automobile Liability Insurance: Contractor shall maintain, in full force and effect throughout the term of this Agreement, a policy of Business Automobile liability insurance with limits of one million dollars (\$1,000,000.00) combined limit for each accident covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance required to be maintained by Contractor.

EXHIBIT "D"
Special Terms and Conditions
(NOT APPLICABLE)



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
February 22, 2024

Agenda Item No. 2H
Consent Calendar

**Approval of Helopod License Agreement with
Aliso Viejo Community Association**

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Department

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714.573.6801

Baryic Hunter, Division Chief
Division 5

baryichunter@ocfa.org

714.258.7892

Summary

This agenda item is submitted for Executive Committee approval and authorization of a license agreement for the use of a helicopter water resupply station (helopod) located on a parcel within the Aliso Viejo Community Association.

Prior Board/Committee Action(s)

None.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute a license agreement with Aliso Viejo Community Association for the improvement and use of property for a helicopter water resupply station.

Impact to Cities/County

None.

Fiscal Impact

The license agreement rental amount is \$1 annually. OCFA is responsible for the actual costs of the improvements including plan review and permits (currently undetermined). Depending on costs, a project may be proposed for addition to the CIP budget.

Increased Cost Funded by Structural Fire Fund: \$1

Increased Cost Funded by Cash Contract Cities: \$0

Background

The purpose of this agreement, Attachment 2, is to permit access, construction of improvements, and utilization of a parcel section within the Aliso Viejo Community Association (AVCA) to be utilized by OCFA as a water resupply station (helopod) for support of OCFA emergency air operations. If approved, this helopod would provide a location for helicopters to rapidly refill with water for any vegetation fires in the area, and provide a location for helicopters to land temporarily when needed for emergency incidents.

The improvements will consist of site preparation as needed to permit helicopter landing and installation of water supply facilities. The current site has a gated driveway with a dirt road that leads to a dirt pad, with dust abatement to be accomplished with the addition of gravel. Also, approval of the license agreement would put into effect an agreement between AVCA and the Moulton Niguel Water district to extend a fire hydrant from the road to the location of the pad. The Moulton Niguel Water District will not impose any charges for water utility service provided water will only be used by OCFA for emergency services and training.

Per the terms of an October 26, 2022 agreement with the County of Orange, the OCFA received \$100,000 in funding allocated from State and Local Fiscal Recovery Funds (SLFRF) for helopod related equipment (see Attachment 1).

License Agreement

The agreement for use of the site remains in effect as long as OCFA continues occupation and utilization of the property, subject to AVCA's right to terminate upon providing six months advance written notice to OCFA. Under the agreement, the OCFA is responsible for the costs of improvements and use of the property, which are anticipated to be limited to any City permit fees related to the above described site improvements, and minor ongoing property maintenance needs. The agreement includes language indemnifying the property owner from all claims, losses or other liability arising out of the use of or access to the property by anyone, including known or unknown trespassers.

Attachment(s)

1. SLFRF Funding Agreement - County of Orange
2. Helopod License Agreement – Aliso Viejo Community Association

**BENEFICIARY AGREEMENT BETWEEN THE COUNTY OF ORANGE AND
ORANGE COUNTY FIRE AUTHORITY FOR
AMERICAN RESCUE PLAN ACT FUNDING**

This Agreement (the “Agreement”) is made and entered into 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 public agency, hereafter referred to as “OCFA,” with the County and OCFA referred to as “Party,” or collectively as “Parties.”

WHEREAS, on February 26, 2020, the County Health Officer declared a local health emergency based on an imminent and proximate threat to public health from the introduction of a novel coronavirus (named “COVID-19”) in Orange County (the “COVID-19 Emergency”); and

WHEREAS, on March 2, 2020, the Board of Supervisors adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County’s Health Officer; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California because of the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and

WHEREAS, the American Rescue Plan Act (ARPA) was passed by Congress and signed into law by the President of the United States on March 11, 2021; and

WHEREAS, under the State and Local Fiscal Recovery Funds (SLFRF) program, enacted as part of (ARPA), more than \$350 billion in emergency funding was distributed to state, local, territorial, and Tribal governments with the County receiving a total of \$616.8 million in two equal allocations of SLFRF funds; and

WHEREAS, ARPA provides that SLFRF funds may be used to replace lost public sector revenue to pay for government service expenses that are incurred during the period that begins on March 3, 2021, and ends on December 30, 2024; and

WHEREAS, on January 6, 2022, the United States Department of Treasury released its Final Rule for the SLFRF program, which among other things, authorizes State and local government recipients to use SLFRF funds to replace lost public sector revenue and use such funding to provide government services up to the amount of revenue loss due to the pandemic; and

WHEREAS, on September 27, 2022, the Orange County Board of Supervisors authorized the allocation of \$7,980,000 in Fifth District SLFRF funds to be used for, among other items, entities and programs supporting public safety and emergency services; and

WHEREAS, OCFA has substantial experience in providing public safety and emergency services to the community; and

WHEREAS, in order to assist OCFA in the providing public safety and emergency services, the Parties have agreed that the County shall transfer the Grant Amount described herein to OCFA.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement begins on the date when fully executed by the Parties, and terminates on June 30, 2023, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.
2. **USE OF GRANT AMOUNT.**

a. The grant funds provided are federal funds and subject to the Single Audit Act of 1984. The following information is provided in accordance with the Single Audit Act.

Grant Amount	\$100,000
OCFA Name:	Orange County Fire Authority
OCFA Unique Entity Identifier (UEI)	LQJ6V7K37UZ3
Awarding County Agency	County Executive Office
County Contact	Oana Cosma (714) 834-7410
Assistance Listing Number (ALN) / Name	21.027 / Coronavirus State and Local Fiscal Recovery Funds
Federal Award Identification Number	SLFRP1607
Awarding Federal Agency	US Treasury Department
Indirect Cost Rate	10% MTDC or Federally Approved Rate
Whether Award is R&D:	No

b. OCFA shall use Grant Amount provided under this Agreement for the purchase of public safety and emergency equipment related expenses, to include the following:

1. Two tactical high capacity helicopter dip source

2. HeloPod - 16' T-MADS
3. Hook Truck Loader (A Frame)
4. Quick Fill Valve Float Assembly within a Custom Stillwell
5. LED Light Fill Level Indicator
6. LED Interior Tank and Exterior Lighting
7. Signage & Decals

c. Indirect costs may not exceed 10% of the modified total direct costs per 2 CFR section 200.68 or the federally approved indirect cost rate, if applicable.

d. OCFA must utilize the Grant Amount in accordance with all Federal and State laws, including but not limited to the American Rescue Plan Act of 2021 (ARPA), codified at 42 U.S.C. § 802, et seq., and all applicable regulations and guidelines implementing ARPA, including the regulations issued by the Department of Treasury at 31 CFR Part 35 regarding costs that are payable from SLFRF Funds.

3. PAYMENT OF GRANT AMOUNT

a. The County will issue a one-time contribution to OCFA of the **Grant Amount set forth in Paragraph 2.a** within 10 business days of the full execution of this Agreement. All of OCFA's expenditures of the Grant Amount must be for costs as described in Paragraph 2.b of this Agreement.

b. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

4. STATUTES AND REGULATIONS APPLICABLE TO GRANT. OCFA must comply with all applicable requirements of State, Federal, and County of Orange laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. OCFA must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. OCFA must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

a. Office of Management and Budget (OMB) Guidance. OCFA must comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards per 2 CFR Part 200 (the "Uniform

Guidance”), including the procurement standards set forth in 2 CFR 200.318 through 2 CFR 200.327 when using the Grant Amount to procure goods and services.

b. Single Audit Act. Since Federal funds are used in the performance of this Agreement, OCFA must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 and any administrative regulation or field memoranda implementing the Act.

c. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation.

d. SAM.gov Requirements. OCFA is required to have an active registration with the System for Award Management (“SAM”) (<https://www.sam.gov>).

5. **COMPLIANCE WITH GRANT REQUIREMENTS.** Grant funds awarded must be used solely for the purposes identified in Paragraph 2 of this Agreement. In accordance with Paragraph 11, OCFA agrees to indemnify, defend, and hold harmless the County of Orange for any sums the State or Federal government contends or determines OCFA used in violation of this Agreement. OCFA shall immediately return to the County any funds the County or any responsible State or Federal agency, including the Department of Treasury, determines OCFA has used in a manner that is inconsistent with Paragraph 2 of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.
6. **CERTIFICATION.** OCFA hereby certifies that it will use the Grant Amount for eligible expenses as described in Section 2 above.
7. **RECORDS MAINTENANCE.** Records, in their original form, must be maintained in accordance with requirements prescribed by the County with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period of four (4) years after termination of this Agreement and after final disposition of all pending matters. “Pending matters” include, but are not limited to, an audit, litigation or other actions involving records. Records, in their original form pertaining to matters covered by this Agreement, must be retained within the County of Orange unless authorization to remove them is granted in writing by the County.

8. **RECORDS INSPECTION.** At any time during normal business hours and as often as either the County, Inspector General acting pursuant to the Inspector General Act of 1978, or the Auditor General of the State of California may deem necessary, OCFA must make available for examination all its records with respect to all matters covered by this Agreement. The County, Inspector General, and the Auditor General of the State of California each have the authority to audit, examine and make excerpts or transcripts from records, including all OCFA's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. OCFA agrees to provide any reports requested by the County regarding performance of this Agreement. With respect to inspection of OCFA's records, the County may require that OCFA provide supporting documentation to substantiate OCFA's expenses with respect to the OCFA's use or expenditure of monies provided by the County to OCFA under this Agreement.
9. **INDEPENDENT CONTRACTOR.** OCFA shall be considered an independent contractor and neither OCFA, its employees, nor anyone working under OCFA shall be considered an agent or an employee of County. Neither OCFA, its employees nor anyone working under OCFA shall qualify for workers' compensation or other fringe benefits of any kind through County.
10. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** OCFA shall be responsible for obtaining all permits, licenses, and approvals required for performing any work under this Agreement. OCFA shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. OCFA shall provide copies of permits and approvals to the County upon request.
11. **INDEMNITY.** OCFA agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees and 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, arising from or related to OCFA's receipt of the Grant Amount under this Agreement, including any claims that the amounts paid by the County to OCFA were not used consistent with the restrictions on the use of SLFRF program funds as set forth in the regulations and guidance issued by the Department of Treasury regarding the use of such funds. The provisions of this paragraph shall survive the termination of this Agreement.
12. **NOTICES.** All notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days

after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

OCFA:

Jay Barkman, Legal Affairs Manager

jaybarkman@ocfa.org

Orange County Fire Authority

1 Fire Authority Road

Irvine, California 92602

County:

Oana Cosma, County Budget Office

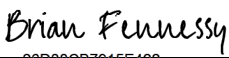
Oana.Cosma@ocgov.com

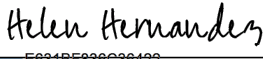
400 W. Civic Center Dr., 5th Floor

Santa Ana, CA 92701-4062

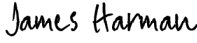
13. **DEFAULTS.** Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.
14. **ATTORNEY FEES.** In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.
15. **ENTIRE CONTRACT:** This Agreement contains the entire contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on the parties unless authorized by the Parties in writing.
16. **AMENDMENTS.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

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

BY: 
20D38CB7915E422...
Brian Fennessy, Fire Chief
brianfennessy@ocfa.org
Orange County Fire Authority DATED: 10/26/2022

BY: 
E631BF836C36422...
Helen Hernandez, Deputy Purchasing Agent
County Procurement Office
County of Orange, California DATED: 10/31/2022

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BY: 
6026E89386254F6...
Deputy DATED: 10/26/2022

HELOPOD LICENSE AGREEMENT

THIS HELOPOD LICENSE AGREEMENT (“Agreement”) is made as of the _____ day of _____, 2024 (the “Effective Date”), by and between ALISO VIEJO COMMUNITY ASSOCIATION, a California non-profit public benefit corporation, hereinafter called “Licensor”, and Orange County Fire Authority, a California Joint Powers Authority, hereinafter called “Licensee”. Licensor and Licensee may be hereafter referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

A. Licensor is the owner of that certain parcel of real property known as Lot 5 of Tract 13936, and more particularly described in the attached Exhibit A (the “Property”).

B. Licensee wishes to use the Property for a temporary helicopter landing location with related improvements, including but not limited to installing a Helopod remote water dip station, fire hydrant with water line, and dust abatement improvements such as rock or gravel (collectively, “HeliPad”), all “” for the purposes of aiding Licensee and related agencies to use helicopters for training activities and when responding to emergency incidents, including battling fires near the Property (the “Permitted Use”).

C. Subject to the terms and conditions set forth herein, Licensor is willing and able to grant to Licensee a non-exclusive license to undertake the Permitted Use.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. HeliPad License.

a. Grant of License. Licensor hereby grants to Licensee, subject to all of the terms and conditions of this Agreement, a revocable license (“License”) to undertake the Permitted Use at the Property at the location outlined in orange on the image which is shown on Exhibit B (the “License Area”).

b. Permitted Uses. Licensee’s use of the License Area shall be limited to the Permitted Use. The License does not grant Licensee any rights to undertake any activities unrelated to the Permitted Uses, nor to make improvements or alterations to the Property outside of the License Area. In connection with the foregoing, Licensee, its agents and contractors (collectively, “Licensee Parties”), may, subject to the provisions hereof, have reasonable rights of access to the License Area if necessary for the conduct of the Permitted Uses.

c. Covenants, Restrictions and Limitations. Licensor’s grant of the License is subject to all covenants, conditions, restrictions, reservations, exceptions, rights and easements, whether or not of record, including but not limited to the Declaration of Covenants, Conditions and Restrictions for Aliso Viejo Community Association recorded on April 6, 1982, as Instrument No. 82-118353, of Official Records of the County of Orange, as such document may be amended from

time to time (“CC&Rs”), which pertain to or otherwise affect the License Area and the adjoining portions of the Property. Licensor is not required, at any time, to make any improvements, alterations, changes or additions of any nature whatsoever to the License Area. Licensor makes no representation, covenant, warranty or promise that the License Area is fit for any particular use, including any of the Permitted Uses, and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee’s use of the License Area (or any portion thereof) for a purpose or activity other than the Permitted Uses, as determined by Licensor in its sole discretion, will be grounds for immediate termination of this Agreement in accordance with Sections 14.b and 15.d, below.

d. Entry at Own Risk; No Duty to Warn. Licensee and any other person or party entering upon the License Area under the authority or color of this License does so at his/her/its own risk and peril. Licensor shall have no duty to inspect the License Area and no duty to warn any person of any latent or patent defect, condition or risk that might be incurred in the exercise of the rights granted herein.

2. Exercise of the License.

a. Permits. Prior to the installation of any improvements required for the Permitted Uses (**“HeliPad Improvements”**) on or within the License Area (**“Installation Work”**), Licensee and/or its contractors shall obtain all permits required by applicable governmental authorities in relation to the performance of the Installation Work and the subsequent undertaking of the Permitted Uses (collectively, **“Permits”**). Licensee and/or its contractors (as applicable) shall maintain all Permits in good standing throughout the performance of the Installation Work and the Term of this Agreement. Moreover, in the event that Licensee modifies, reconstructs and/or replaces the HeliPad Improvements (or any portion(s) thereof) at any time after completion of the Installation Work, Licensee and/or its contractors (as applicable) shall obtain and maintain all Permits required in relation to said activities.

b. Prior Approval of HeliPad Improvements. Prior to the commencement of the Installation Work, Licensee must submit, for Licensor’s prior written approval, complete plans (**“Plans”**) identifying all proposed HeliPad Improvements. Licensor shall have thirty (30) calendar days to review the Plans and to provide written comments thereon to Licensee (if any). In the event that Licensor provides Licensee with written comments concerning the Plans, Licensee shall revise the Plans for the purpose of addressing and resolving the issues identified by Licensor. Any revised Plans shall be resubmitted by Licensee to Licensor for approval; Licensee shall not commence the Installation Work unless and until Licensor has issued its written approval of the Plans. Moreover, Licensee must submit, for Licensor’s prior written approval, plans for any modifications to, or reconstruction or replacement of, the Waterline Improvements.

c. Commencement of Installation Work; Subsequent Maintenance, Repair and Replacement Activities. Licensee shall provide a minimum of three (3) days’ notice via email prior to the start of any Installation Work on the License Area, which e-mail notice shall be sent to Licensor’s General Manager at 95 Argonaut, Suite 190, Aliso Viejo, CA 92656, (949) 243-7750 or email jhodosh@avca.net. Moreover, and prior to undertaking any maintenance, repair, replacement or reconstruction work in relation to the HeliPad Improvements following completion of the Installation Work (**“HeliPad Work”**) Licensee shall provide a minimum of three (3) business days’ notice via e-mail to Licensor at the identified address.

d. Performance Standards. All Installation Work and HeliPad Work shall be performed in a good and workmanlike manner, with good and sufficient materials, by properly qualified personnel (who shall hold all appropriate/required licenses, bonds and authorizations), and shall be completed in conformance with the Permits, the Plans and all applicable laws, rules regulations and ordinances.

e. Costs of Work; Performance at Licensee's Risk. The costs and expenses associated with the Installation Work and HeliPad Work (including procurement and maintenance of the Permits) shall be borne exclusively by Licensee. Licensee acknowledges and agrees that it will be performing the Installation Work and HeliPad Work at Licensee's own risk.

f. Reimbursement of Licensor. Licensee shall reimburse Licensor for all reasonable costs and expenses actually incurred by Licensor for any work, services and materials provided by Licensor in relation to the License granted herein. By way of example only, and not limitation, Licensee shall reimburse Licensor for all costs incurred by Licensor in reviewing and approving the Plans (which costs shall include any fees paid by Licensor to outside consultants/professionals for review of the Plans). Additionally, should Licensor undertake any non-routine maintenance and repair of the waterlines servicing the License Area, Licensee, as a beneficiary of the operation of such waterline, will be responsible for ten percent (10%) of such maintenance costs (the "**Licensee Share**"). From time to time during the Term, Licensor shall prepare and transmit to Licensee an invoice detailing the reimbursable costs incurred by Licensor; Licensee shall pay each invoice within thirty (30) days following receipt.

g. Utilities. It is the Parties' understanding that Moulton Niguel Water District (MNWD) will not impose any charges for water utility service because water will only be used by Licensee for the emergency services and training associated with the Permitted Use, and that this is the only utility service needed for the Permitted Use. If MNWD changes this policy, the Parties will negotiate in good faith to establish the Party responsible for such charges and amend this Agreement accordingly. Notwithstanding any provision herein to the contrary, this Agreement does not confer upon Licensee or the Licensee Property any easements or other possessory rights/interests concerning the installation, operation and/or maintenance of any utility lines or appurtenances upon any portion of the Property.

3. Prohibited Activities.

a. Fueling, Parking and Storage. Licensee will not, nor allow others to, repair or refuel any motor vehicles or other equipment on any portion of the License Area or the Property. Moreover, Licensee will not, nor allow others to, park or store any motor vehicles, equipment or materials on any portion of the License Area or the Property unless directly related to the Permitted Use or specifically approved in writing by Licensor.

b. Flammables, Waste and Nuisances. Licensee will not, nor allow others to, place or store any flammable or waste materials on the License Area or the Property or commit any waste or damage to the License Area or the Property. Licensee will be responsible for the control of, and will be liable for, any damage or disturbance caused by dust, odor, flammable or waste materials, noise, or other nuisance disturbances.

c. Hazardous Materials/Waste: Licensee shall not use, store, or transport or

allow the use, storage, or transportation of any hazardous materials on or onto the License Area or any other portion of the Property without Licensor's prior written consent. Moreover, Licensee will not engage in, or permit any other party to engage in, any activity on the License Area that violates Federal, State or local laws, rules, or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify, defend and hold harmless Licensor and Licensor's management agent, and their respective officers, directors, members, stockholders, agents, partners, affiliates, employees, successors and assigns, from any and all claims, losses, damages, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Term of this Agreement, and which are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee. The indemnity provision in this Section 3.c shall survive the termination or expiration of this Agreement.

4. Term of License. The term of the License granted to Licensee hereunder ("**Term**") shall commence on the Effective Date and expire on the earlier to occur of (i) Licensee's abandonment of the License and/or the License Area, (ii) an Event of Default by Licensee (*see Section 15*, below), or (iii) six (6) months after Licensor provides notice of termination to Licensee. Upon any such expiration of the Term, Licensee shall comply with the provisions of Section 14.c, below.

5. Consideration. License Fee. In consideration of Licensor's grant of the License to Licensee, Licensee shall pay to Licensor an amount equal to One and No/100 Dollars (\$1.00) per year (the "**License Fee**"), which License Fee shall be due and payable, in advance, beginning on the Effective Date and continuing thereafter on the first day of each January during the length of the Term, without notice, demand, offset, or deduction. If the Effective Date hereof occurs on a date other than January 1, 2024, then the first License Fee payment shall not be prorated (increase or decrease). If Licensor has not received payment of a License Fee within ten (10) days after such payment is due, Licensee shall pay a late charge of ten percent (10%) of the delinquent amount. In addition, all delinquent amounts shall bear interest from the date such amount was due, until paid in full, at a rate per annum equal to ten percent (10%) (or the maximum rate allowed by law).

6. Maintenance of License Areas. Licensee, at its sole cost and expense, will keep all portions of the License Area (and any adjoining portions of the Property used by the Licensee Parties) free of rubbish, debris, and other refuse, and in a condition reasonably satisfactory to Licensor. Moreover, Licensee shall keep and maintain all HeliPad Improvements installed and operated by Licensee on and within the License Area in a good, safe, and workmanlike condition, free of defects and faults, and in accordance with all applicable health, safety, and building codes and other applicable ordinances, rules, and regulations.

7. Repair Obligations. Licensee shall repair any damage to the Property suffered by Licensor as a result of Licensee's exercise of the License.

8. Subject to License. This Agreement, the License and all the rights granted hereunder is subject and subordinate to (i) the continuing availability and supply of water to the Property, and (ii) the ability of the Licensee to operate thereon. If either condition cannot be met this License shall terminate immediately.

9. Insurance. At all times during the term of this Agreement, Licensee and any other

Licensee Party performing the Installation Work, HeliPad Work, or otherwise accessing the License Area pursuant to this Agreement shall maintain in full force and effect, at its own cost and expense, the following insurance coverage:

- Commercial General Liability insurance with a minimum combined single limit of \$2,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including but not limited to premises operations; products/completed operations; contractual liability; independent contractors and personal and advertising injury. Such insurance shall be primary for all purposes and contain standard cross-liability provisions.
- Commercial Automobile Liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. Coverage shall include owned, non-owned, leased, and hired vehicles.
- Workers' Compensation in compliance with the statutory requirements of the State of California and Employer's Liability with a minimum limit of \$1,000,000 each employee-accident/each employee-disease/policy limit.
- Excess/Umbrella Liability with a minimum limit of \$50,000,000 per occurrence and aggregate providing coverage in excess of the primary general, automobile and employer's liability insurance.

All insurance coverage required by this Agreement, excluding Workers' Compensation and Employer's Liability, shall name the following parties as additional insureds (the **"Additional Insureds"**):

- a. Aliso Viejo Community Association (Licensor); and
- b. Licensor's management agent, currently Powerstone Property Management, Inc.

The Licensee Parties shall require their respective insurers to waive all rights of subrogation against the Additional Insureds, except for any liability arising from the sole negligence or sole willful misconduct or gross negligence of the Indemnitees defined below. Each Licensee Party shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Section 20.d ("Notices"), at least ten (10) days prior to any entry onto the License Area. Such insurance shall not be canceled nor allowed to expire or be materially reduced without thirty (30) days prior written notice to Licensor.

10. Indemnification. Subject to the terms of this Section 10, Licensee shall be responsible and liable for all acts and omissions of all of Licensee's agents, representatives, employees, contractors and any other person or party accessing the License Area for any reason, whether or not under the authority or color of this License. Licensee shall hold harmless, defend, and indemnify Licensor and its management agent, and each of their respective officers, directors, members, stockholders, authorized agents, partners, affiliates, employees, members, representatives, successors and assigns (the "Indemnitees"), from and against all claims, losses, damages, actions, causes of action, expenses and/or liability ("Claims") arising from or growing out of (i) the use or access to the License Area by anyone, including known or unknown trespassers,

or (ii) the acts or omissions of Licensee under this Agreement. The obligation to indemnify shall be effective even if active or passive negligence or misconduct of the Indemnitees contributes to the loss, claim or damage. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of Association Indemnified Parties as determined by a court of competent jurisdiction. The indemnity provisions in this Section 10 shall survive the termination or expiration of this Agreement.

11. Taxes, Assessments and Liens. Licensee will pay all taxes and assessments which may be levied in connection with any Installation Work, HeliPad Work and/or Licensee's exercise of the License granted in this Agreement. Licensee will keep the License Area free from all liens including, but not limited to, mechanics liens and encumbrances by reason of use or occupancy of the License Area by Licensee or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licenser will have the right to pay the same and charge the amount (plus an administrative fee of ten percent (10%)) to the Licensee. All charges not paid by Licensee to Licenser within fifteen (15) days following demand by Licenser shall bear interest at the rate of ten percent (10%) per annum (or the maximum rate allowed by law) until paid in full.

12. Assignments. This Agreement and the License granted herein are personal to Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of Licenser, which may be withheld in Licenser's sole and absolute discretion. Any attempted act in violation of this Section 12 shall be void and without effect and give Licenser the right to immediately terminate this Agreement.

13. Compliance with Laws. Licensee will comply with all applicable Federal, State, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any public authorities now or hereafter in any manner affecting the License Area.

14. Termination.

a. By Licensee. This Agreement may be terminated by Licensee at any time upon delivery of written notice to Licenser. The written notice prepared and delivered by Licensee to Licenser shall identify the termination date.

b. By Licenser. This Agreement may be terminated by Licenser at any time upon an Event of Default by Licensee or after providing six (6) months' notice of termination for any other reason. Upon any such termination of this Agreement by Licenser, Licenser shall prepare and deliver to Licensee a written notice that identifies the termination date.

c. Rights/Obligations upon Termination. Upon the termination of this Agreement, Licensee, upon demand of Licenser and at Licensee's own cost and expense, shall (i) abandon the use of the License Area, (ii) remove the HeliPad Improvements and any other property of Licensee from the License Area and (iii) restore the License Area to its now-existing condition, reasonable wear and tear excepted. In no event shall Licensee have any claim against Licenser for any of the costs of constructing, maintaining, or removing the HeliPad Improvements or other property of Licensee. In the event Licensee shall fail to restore the License Area as aforesaid within ten (10) calendar days after the effective date of termination, Licenser may proceed with such work at the

expense of Licensee or may assume title and ownership of the HeliPad Improvements and any other property of Licensee located on the License Area. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date the HeliPad Improvements and Licensee's other property (if any) are removed and the License Area and the License Area is restored as above provided.

15. Events of Default. The occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee (each, an “**Event of Default**”):

- a. Licensee being in default under the terms of the License Agreement
- b. Any attempted assignment of this Agreement by Licensee in violation of Section 12.
- c. The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency in connection with Licensee's activities pursuant to this Agreement.
- d. The violation by Licensee of any term, provision or covenant of any Permit(s) issued in connection with the Installation Work or any other HeliPad Work.
- e. Licensee's use (or allowance of the use) of the License Area, or any portion thereof, for any activity or purpose other than the Permitted Uses.
- f. A failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee, where such failure continues for the time period specified in a written notice thereof by Licensor to Licensee.
- g. Any attempt to exclude Licensor from the License Area or any portion thereof.
- h. The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets where possession is not restored to Licensee within five (5) days; and the attachment, execution, or other judicial seizure of substantially all of Licensee's assets where such seizure is not discharged within five (5) days.
- i. Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in “clause h” of this Section 15 which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

In the event there is a default by Licensee under Sections b — g above, Licensor will provide Licensee with written notice of such default. Licensee shall have ninety (90) days to cure any monetary default and fifteen (15) days after receipt of the notice to cure such default (or such longer period of time as may be reasonably necessary to cure in the event it cannot be cured in fifteen (15) days, but in no event shall the cure period exceed thirty (30) days without the prior written approval of Licensor). If such

default remains uncured after the relevant cure period, then it shall be considered an Event of Default hereunder.

16. Remedies. Upon an Event of Default by Licensee, and in addition to any other remedies available to Licenser at law or in equity, Licenser shall have the immediate option to terminate this Agreement and all rights of Licensee hereunder by giving written notice of termination to Licensee. Upon termination, Licensee shall comply with the provisions of Section 15.c, above. Licenser may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licenser for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement.

17. Non-Possessory Interest. Licenser expressly retains full possession of the License Area, and Licensee will not acquire any interest—temporary, permanent, irrevocable, possessory, or otherwise—by reason of this Agreement or by the exercise of the permission given herein. Licensee will make no claim to any such interest, and expressly waives any such interest. Any violation of this provision will immediately void and terminate this Agreement.

18. Eviction, Abandonment or Sale. In the case of the eviction of Licensee by anyone owning or obtaining title to the portions of the Property underlying the License Area, or the sale or abandonment by the Licenser of the Property, Licenser shall not be liable to Licensee for any damage of any nature whatsoever or to refund any payment made by Licensee to Licenser hereunder, except the proportionate part of any License Fee which may have been paid hereunder in advance.

10. Condemnation. In the event all or any portion of the Property underlying the License Area shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the HeliPad Improvements. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to Licenser.

11. Other Provisions.

a. Jurisdiction. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California. The venue for any legal action shall be Orange County, California.

b. Waiver. No waiver by Licenser of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision. Licenser's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licenser's consent to or approval of any subsequent act by Licensee.

c. Attorneys' Fees. If any action or proceeding is brought to interpret or enforce this Agreement or any of the relations between the Parties in any way arising out of or in connection with their obligations hereunder, regardless of whether such action or proceeding is prosecuted to judgment and in addition to any other remedy, the non-prevailing party shall pay to the prevailing party the reasonable attorneys' fees and costs incurred by the prevailing party.

d. Notices. Any and all notices given or delivered by either Party shall be delivered in person or by Federal Express or similar private commercial courier for next business day

delivery or otherwise deposited in the United States Mail, duly certified or registered, postage prepaid, and addressed as set forth below:

To Licensee: Orange County Fire Authority
Jim Ruane
1 Fire Authority Road
Irvine, CA 920602
Attn: Jim Ruane
Assistant Chief Logistics

To Licensor: Aliso Viejo Community Association
95 Argonaut, Suite 190
Aliso Viejo, CA 92656
Attn: Josh Hodosh, General Manager

Either Licensor or Licensee may change its address for the receipt of notice by giving written notice thereof to the other Party of such change.

e. Recording. Licensee shall not record or permit to be recorded any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the License granted hereby.

f. Complete Agreement. Licensor and Licensee acknowledge that the foregoing provisions and any addenda, figures and exhibits attached hereto constitute the entire Agreement between the Parties.

g. Time of the Essence. Time is of the essence in this Agreement.

h. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the Effective Date first above written.

Aliso Viejo Community Association,
a California non-profit public benefit corporation
("Licensor")

Orange County Fire Authority,
a California Joint Powers Authority
("Licensee")

By: _____
Print name: _____
Title: _____

By: _____
Print name: _____
Title: _____

By: _____
Print name: _____
Title: _____

By: _____
Print name: _____
Title: _____

EXHIBIT A

Description of the Licensor's Property

Lot 5 of Tract No. 13936, as shown on a Subdivision Map ("Map"), recorded on April 9, 1999, in Book 782, at Pages 19 to 25, inclusive, of Miscellaneous Maps, in the Office of the Orange County Recorder.

EXHIBIT B

Depiction of License Area

Aliso Viejo Helipad Proposal

The following proposal is to allow the OCFA to utilize AVCA property for a helipad location. This property is located off Wood Canyon Rd near Tivoli in Aliso Viejo. The current site has a gated driveway with a dirt road that leads to a dirt pad. If approved the OCFA would like to improve this land by adding dust abatement such as rock or gravel. Also, OCFA would work with Moulton Niguel Water to extend a fire hydrant from the road to the location of the pad to be able to add a HeloPod which is a remote water dip source for firefighting helicopters to fill with water. If approved this helipad would provide a location for helicopters to rapidly refill with water for any vegetation fires in the area. This would also provide an improved location for helicopters to land temporarily when needed for an emergency incidents. Attached with this proposal are images of the location and its proximity to OCFA FS57 in Aliso Viejo. Also, an image of the proposed HeloPod to place on the helipad.

Driveway



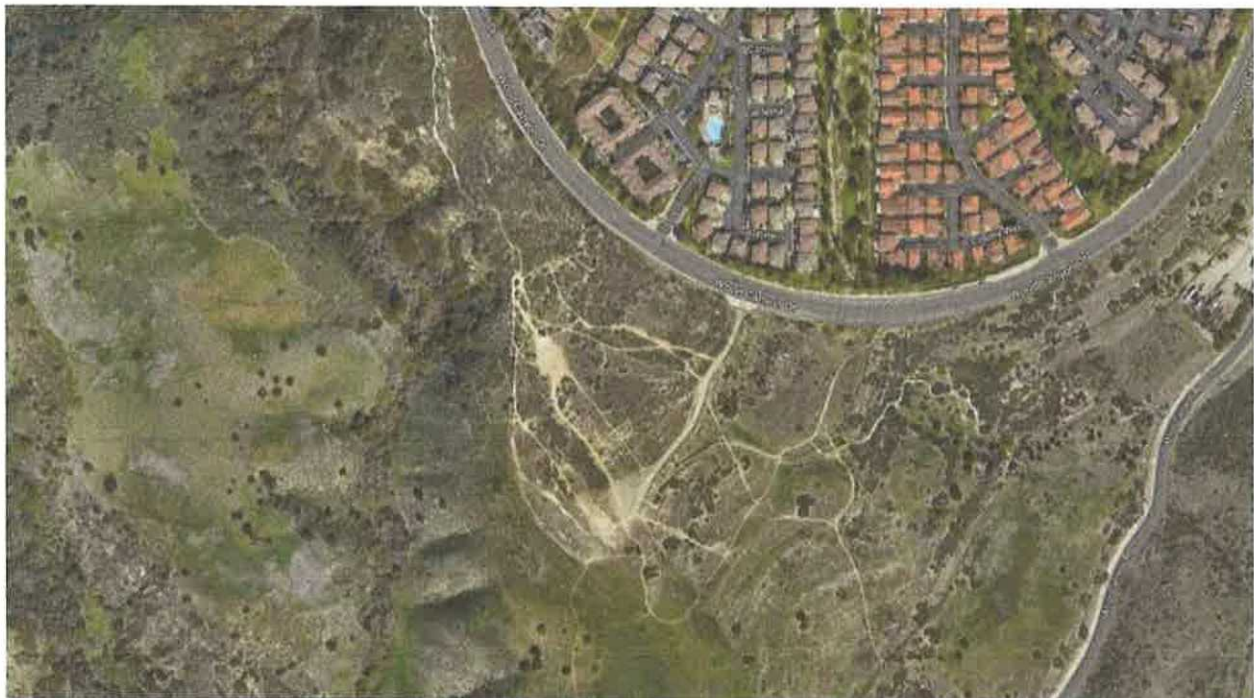
HeloPod



OCFA FS57



Proposed Helipad Location Near Wood Canyon and Tivoli.





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Perimeter ?

1,498 ft ▾

Area

0.79 ac ▾

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