



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS REGULAR MEETING
Thursday, December 4, 2014
6:00 P.M.

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

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

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



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

CALL TO ORDER

INVOCATION by OCFA Chaplain Bob George

PLEDGE OF ALLEGIANCE by Director Gerard Goedhart

ROLL CALL

PRESENTATIONS

No items.

PUBLIC COMMENTS

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

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

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

MINUTES

No items.

CLOSED SESSION

CS1. CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives: Board Chair Al Murray, Board Vice Chair Gene Hernandez, Budget and Finance Committee Chair Randy Bressette

Unrepresented Employee: Fire Chief

Authority: Government Code Section 54957.6

CS2. CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representative: Peter Brown, Liebert Cassidy Whitmore

Employee Organizations: Orange County Employees Association

Authority: Government Code Section 54957.6

CS3. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

CLOSED SESSION REPORT

CONSENT CALENDAR

1. Approval of Amendments to Personnel and Salary Resolution

Submitted by: Jeff Bowman, Fire Chief

Recommended Action:

Approve the proposed amendments to the Personnel and Salary Resolution.

DISCUSSION CALENDAR**2. Contract Increase for TriTech Software Systems for Computer Aided Dispatch Software, Hardware, and Professional Services Relating to the Public Safety Systems Project**

Submitted by: Brian Stephens, Assistant Chief/Support Services Department

Recommended Actions:

1. Approve and authorize Amendment No. 3 for an increase of \$14,487.50 to the System Implementation Agreement with TriTech Software Systems to:
 - a. Include additional services at an increased cost of \$178,337.50; and
 - b. Remove software and services, and transition the development of the Resource Ordering Status System (ROSS) interface from TriTech to OCFA staff for a savings of -\$163,850.00.
2. Approve a contract increase for payment of \$30,275.52 in travel expenses that were stated in the previously approved TriTech contract as expenses to be billed as incurred.
3. Direct the Purchasing Manager to process Amendment No. 3 and the contract increase for travel, for a new total contract value of \$2,583,299.02.

3. Fire Chief Employment Agreement

Submitted by: Jeremy Hammond, Human Resources Director

Recommended Action:

Approve an employment agreement with Jeff Bowman for employment as Fire Chief, following closed session negotiation of the agreement terms.

PUBLIC HEARING(S)

No items.

BOARD MEMBER COMMENTS

ADJOURNMENT - The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for January 22, 2014, at 6:00 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 26th day of November 2014.

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

UPCOMING MEETINGS:

All other regular Board/Committee Meetings go dark in December; a special meeting may be called as needed.

Human Resources Committee Meeting	Tuesday, January 6, 2015, 12 noon
Budget and Finance Committee Meeting	Wednesday, January 14, 2015, 12 noon
Claims Settlement Committee Meeting	Thursday, January 15, 2015, 5:30 p.m.
Executive Committee Meeting	Thursday, January 15, 2015, 6:00 p.m.
Board of Directors Meeting	Thursday, January 22, 2015, 6:00 p.m.

CONSENT CALENDAR - AGENDA ITEM NO. 1
BOARD OF DIRECTORS MEETING
December 4, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Jeff Bowman, Fire Chief

SUBJECT: **Approval of Amendments to Personnel and Salary Resolution**

Summary:

This item is a recommendation to amend the Personnel and Salary Resolution (PSR) Appendices A, B and Part 3. These recommended changes move the At-Will Director of Communications and At-Will Human Resources Director positions from the Administrative Management Group to the Executive Management Group.

Recommended Action:

Approve the proposed amendments to the Personnel and Salary Resolution.

Background:

The Personnel and Salary Resolution (PSR) is the guiding document that identifies the general personnel provisions of the OCFA and the benefits that are provided to members of the Administrative Management group and the Executive Management group (all currently unrepresented employees). The PSR also identifies which job classifications are in the Administrative Management group as well as the Executive Management group. The Human Resources Director and the newly created Director of Communications are both positions that are currently in the Administrative Management Group. What is unique about both of these positions is that they are at-will employees, which means they sign an employment agreement, serve at the pleasure of the Fire Chief, and can be released without cause, different from all other members of the Administrative Management Group, which have property rights to their positions. In addition, both the Director of Communications and the Human Resources Director positions are closely aligned with the Executive Management Team by providing guidance and support to this group, while functioning as an active member of the Executive Management Group including mandatory attendance at Executive Management meetings and all after-hour Executive Committee and Board of Directors meetings.

In addition, the Administrative Management Group has recently submitted articles of incorporation to become an association that will be the exclusive bargaining group for members of the group. Historically, the Human Resources Director has been involved in or led negotiations with the bargaining units during the contract negotiation process. To ensure this continues in the future, it is imperative to remove the Human Resources Director from the Administrative Management Group.

There are additional fringe benefits that are made available to members of the Executive Management Group, pursuant to the PSR. These benefits include a contribution to the employees' deferred compensation account, an automobile allowance, and an increase to the optional benefit plan that is provided to employees in the Administrative Management Group. This report also recommends equity between the Administrative Management Group and the two Director positions within the Executive Management Group for health care benefits.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

The fiscal impacts associated with the changes recommended in this report are estimated to be \$23,278 annually and will be absorbed in existing approved operating budgets. No additional appropriations are requested as part of this report.

Staff Contacts for Further Information:

Jeff Bowman, Fire Chief
jeffbowman@ocfa.org
(714) 573-6010

Lori Zeller, Assistant Chief
Business Services Department
lorizeller@ocfa.org
(714) 573-6020

Attachments:

1. Amendments to the Personnel and Salary Resolution Appendix A
2. Amendments to the Personnel and Salary Resolution Appendix B
3. Amendments to the Personnel and Salary Resolution Part 3, Article 1, Sections 1, 5 and 8

APPENDIX A

EXECUTIVE MANAGEMENT CLASSIFICATIONS

| Classes designated as Executive Management as of ~~June 27, 2002~~December 4, 2014:

| Fire Chief

| Deputy Fire Chief*

| Assistant Chief – Business Services

| Assistant Chief/Fire Marshal

| Assistant Chief – Operations

| Assistant Chief – Support Services

| Human Resources Director

| Director of Communications

| ~~*Shares with Fire Chief authority over all major Authority functions.~~

APPENDIX B

ADMINISTRATIVE MANAGEMENT CLASSIFICATIONS

Classes included in the Administrative Management Unit as of ~~April 24~~December 4, 2014:

0570 Accounting Manager
 1810 Assistant Clerk of the Authority
 1374 Assistant Information Technology Mgr - Customer Relations & Consulting
 1371 Assistant Information Technology Mgr - GIS & Data Management
 1373 Assistant Information Technology Mgr - Infrastructure & Workplace Support
 1372 Assistant Information Technology Mgr - Portfolio & Procurement
 1710 Assistant Treasurer
 0750 Benefit Services Manager
 1820 Clerk of the Authority
 0440 Construction Manager
 0190 Deputy Fire Marshal
~~1100 Director of Communications~~
 1530 EMS Coordinator
 0430 Facilities Maintenance Manager
 0590 Finance Manager
 0280 Fleet Services Manager
~~0770 Human Resources Director~~
 1370 Information Technology Manager
 1630 Legislative Analyst
 1620 Management Analyst
 1540 Medical Director
 0760 Organizational and Development Training Program Manager
 0560 Payroll/Accounts Payable Manager
 0450 Property Manager
 0330 Purchasing and Materials Manager
 0860 Risk Management Analyst
 0870 Risk Management Safety Officer
 0880 Risk Manager
 0550 Senior Accountant
 0740 Senior Human Resources Analyst
 1720 Treasurer

**PART 3
EXECUTIVE MANAGEMENT
ARTICLE 1**

Section 1. General Provisions

- A. Except as otherwise provided in this Article or by State law or action of the Board and except where the natural construction of a provision indicates otherwise, the wages, hours, and terms and conditions of employment for Executive Management employees, with the exception of the Human Resources Director and the Assistant Fire Chief - Business Services, shall be the same as adopted for employees in the Administrative Management Unit. The wages, hours and terms of employment for the Human Resources Director and the Assistant Fire Chief - Business Services shall be the same as those provided to Admin Management as of December 4, 2014. Thereafter, any changes to wages, hours and terms of employment of Administrative Management employees will not automatically inure to these two positions. However, any provision requiring Fire Chief approval for Administrative Management employees shall be interpreted to require Board approval in the case of the Fire Chief.

Section 5. CalPERS Health Care

- F. Effective December 4, 2014, the Director of Communications and the Human Resources Director shall receive a biweekly cash allotment in the amount of seven hundred two dollars and forty seven cents (\$702.47) to be applied toward health care coverage and other benefits. The amount shall be adjusted effective January 1, 2015, and annually thereafter, on a continuous basis each January in the amount equal to the average percentage increase of the CalPERS Health Plans for that year. The average percentage increase shall be computed by averaging the increase in the CalPERS Health Plans in which the employees are eligible to participate, with the exclusion of the Plan with the highest premium. In addition to purchasing health care coverage, the Director of Communications and the Human Resources Director, at his/her option, may receive any or all remaining funds in cash or defer such funds to an Authority offered Deferred Compensation Plan.

Section 8. Authority Issued Vehicles and Cash in Lieu Allowance Policy

- C. Vehicle Cash Allowance

Those Executive Management employees who are not determined by the Fire Chief to be required to maintain a twenty-four (24) hour a day seven (7) days a week emergency/Code 3 response vehicle shall have the option of an Authority provided vehicle or shall receive a monthly cash allowance in the amount of five hundred (500) dollars for the use of their personal vehicle for Authority business. Such allowance shall be identified on their W-2 in Box 1, as taxable income. The Human Resources Director and Director of Communications are only eligible to receive the monthly cash allowance.

DISCUSSION CALENDAR – AGENDA ITEM NO. 2
BOARD OF DIRECTORS MEETING
December 4, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Brian Stephens, Assistant Chief
Support Services Department

SUBJECT: **Contract Increase for TriTech Software Systems for Computer Aided Dispatch Software, Hardware, and Professional Services Relating to the Public Safety Systems Project**

Summary:

This item is submitted for approval to amend and increase the contract for the TriTech Computer Aided Dispatch Software, Hardware, and Professional Services project.

Recommended Actions:

1. Approve and authorize Amendment No. 3 for an increase of \$14,487.50 to the System Implementation Agreement with TriTech Software Systems to:
 - a. Include additional services at an increased cost of \$178,337.50; and
 - b. Remove software and services, and transition the development of the Resource Ordering Status System (ROSS) interface from TriTech to OCFA staff for a savings of -\$163,850.00.
2. Approve a contract increase for payment of \$30,275.52 in travel expenses that were stated in the previously approved TriTech contract as expenses to be billed as incurred.
3. Direct the Purchasing Manager to process Amendment No. 3 and the contract increase for travel, for a new total contract value of \$2,583,299.02.

Background:

At its September 27, 2012, meeting the Executive Committee approved and authorized the Chair to execute a System Implementation Agreement with TriTech Software Systems for the software, hardware, and professional services to implement a new Computer Aided Dispatch (CAD) system as part of the Public Safety Systems Project for a total of \$2,835,640.

The TriTech CAD implementation is a highly complex and dynamic project with dozens of software components, interfaces, and third party integrations. Some of the functional needs changed during the two year CAD implementation project which resulted in the TriTech contract being revised in two previous amendments including: *(see Table 1 on next page for detail)*

- Amendment No. 1 was approved in May 2013, which removed the TriTech proposed hardware from the contract for an in-house developed hardware solution.
- Amendment No. 2 was approved in May 2014 to remove multiple third party software from the contract and added professional services for FATPOT to develop the Ambulance Service Provider, CAD2CAD, and OCMEDS interfaces.

Both of these revisions complied with board policy on delegation of authority.

Amendment No. 3

Staff’s approval of Amendment No. 3 did not comply with the OCFA Board of Directors policy. Due to perceived project time constraints, staff did not seek Board approval for scope of work adjustments that exceeded \$50,000. However, internal controls in place at OCFA prevent payments from being made to vendors for change orders that have not been properly approved; therefore, although the work contained in Amendment No. 3 was authorized by IT staff and performed by the vendor, payment has not and will not be made to the vendor until the change order is approved by the Board.

To prevent to prevent this type of mistake from occurring again in the future, IT staff attended training by the Purchasing Section on November 20, 2014, on the OCFA Roles/Responsibilities/Authorities, and discussed the appropriate process for change orders. In addition, on November 18, 2014, a memo was provided to all managers reminding them of their responsibilities for adhering to Purchasing regulations (Attachment 3).

Amendment No. 3 comprises three major items for approval including:

- FATPOT professional services for additional programming, interface development, go-live services, and post go-live development for the Ambulance, CAD2CAD, and OCMEDS interfaces that occurred since June 2014; and
- TriTech travel costs for the entire project. After auditing the contract, staff determined that the specific line item for travel costs was not included in the approved contract amount; and
- Multiple TriTech software deletions and additions.

Any future amendments involving this project will immediately be brought to the attention of the Board, regardless of amount.

Table 1

Original Contract - Approved 9/27/2012		\$ 2,835,640.00
Amendment No. 1 - Approved 5/30/2013	Remove Stratus hardware. Used in-house solution.	(277,399.00)
Amendment No. 2 - Approved 5/7/2014	Remove 3rd party software (First Watch, ESRI)	(14,640.00)
	Multiple changes with net decrease	(5,065.00)
Current Contract With Amendments 1 & 2		2,538,536.00
Amendment No. 3 - Proposed	Software additions, services, licensing modifications	178,337.50
	Remove ROSS interface (-\$98,250), Multi-Agency license, and Interface Manager (-\$65,600)	(163,850.00)
	TriTech travel	30,275.52
Revised Contract With Amendment 3		\$ 2,583,299.02
	Net increase to contract	44,761.52

Upon approval by the Board of Directors of the proposed recommended actions, the total value of the amended TriTech contract will be \$2,583,299.02. This amount represents a savings of \$252,341 compared to the original approved contract amount in September 2012, primarily as a result of staff identifying areas of work that could be performed in-house rather than requiring the use of external professional services.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

The proposed net increase in the contract value of \$44,761.52 is funded in the existing FY 2014/15 CIP Budget for the Public Safety Systems Project.

Staff Contacts for Further Information:

Brian Stephens, Assistant Chief
Support Services Department
brianstephens@ocfa.org
(714) 573-6008

Joel Brodowski, Information Technology Manager
Support Services Department
joelbrodowski@ocfa.org
(714) 573-6421

Attachments:

1. System Implementation Agreement, with Amendment No. 1 and Amendment No.2 (on file with the Clerk of the Authority and available upon request)
2. Amendment No. 3
3. Memo – Purchasing Regulations

**AMENDMENT NO. 3 TO SYSTEM IMPLEMENTATION AGREEMENT
BETWEEN ORANGE COUNTY FIRE AUTHORITY AND
TRITECH SOFTWARE SYSTEMS**

This Amendment No. 3 (this "Amendment") to the System Implementation Agreement entered into by and between Orange County Fire Authority ("OCFA") and TriTech Software Systems ("TriTech") dated September 27, 2012 (the "Agreement") is effective as of the last date of signature below. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Agreement including Amendment No. 1 and Amendment No. 2, the terms of this Amendment shall control.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties agree as follows:

Exhibit B Cost Detail shall be amended to reflect the additions and deletions set forth on Addendum 1, Addendum 2, and Addendum 3 attached hereto:

- TriTech Software deletions of the CAD Multi-Agency Server license, Interface Manager and the Custom ROSS interface licenses in the amount of \$(158,250.00)
- TriTech Training Services in the amount of \$(5,600.00).
- TriTech software additions of a modification to the CAD to CAD "Accept/Decline" feature and OEM software required for version 5.6 in the amount of \$55,000.
- TriTech software additions for Test/Incident Data Transfer, Test/Paging interface licenses, services and new interface 1stfirst year support in the amount of \$11,360.00.
- TriTech services additions for a weekend end user training and an additional seat at CAD Administrator training in the amount of \$2,150.00.
- Subcontractor software and services additions for ASA integration and go live services in the amount of \$109,827.50.

Exhibit C Payment Schedule shall be amended so the payment milestone for Final Acceptance will be increased by \$14,487.50 for a new total amount of \$2,553,022.50.

This Amendment constitutes the entire understanding between OCFA and TriTech regarding the subject matter herein. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing this Amendment the parties hereto are formally bound to the provisions of this Amendment.

SIGNATURE PAGE FOLLOWS

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

ORANGE COUNTY FIRE AUTHORITY

By: _____
Jeff Bowman
OCFA, Fire Chief

Date: :

APPROVED AS TO FORM.

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

ATTEST:

By: _____
Sherry A.F. Wentz
Clerk of the Board

Date:

Date:

TRITECH SOFTWARE SYSTEMS

By: Blake Clark
Blake Clark
CFO

Date: 11/17/2014

Exhibit B: Cost Detail – Hardware, Software and Services

Pricing Summary:

TriTech CAD and Mobile System

TriTech Software	\$	1,583,774.00
TriTech Services	\$	796,761.18
	\$	2,380,535.18

Third Party

Deccan	\$	12,450.10
FATPOT	\$	200,187.50
	\$	212,637.60

Total TriTech System	\$	2,380,535.18
Business Partners	\$	212,637.60

Total System	\$	2,593,172.78
Discount for DR/SAFD Lic	\$	(40,150.00)
Total System	\$	\$2,553,022.50

Pricing Detail:

TriTech Software and Services

VisiCAD Licenses	QTY		Price
Single-Agency VisiCAD Server Software License – Production site	1	\$165,000.00	\$165,000.00
Production Site Dispatcher/Call Taker Software License	18	\$10,000.00	\$180,000.00
Production Site Administrative Software License	5	\$7,000.00	\$35,000.00
Production Site Administrative Software License	6	\$7,000.00	\$42,000.00
VisiNet Browser - Standard Site License	1	\$25,000.00	\$25,000.00
VisiCAD Archive and Reporting Server (Replication) Server Software License	1	\$18,500.00	\$18,500.00
Total:			\$465,500.00

VisiCAD Test/Training	QTY		Price
VisiCAD Test or training - Server Software License	1	\$10,000.00	\$10,000.00
Additional Test or Training - Server Software License	1	\$5,000.00	\$5,000.00
Test or Training - User Software License	5	\$3,000.00	\$15,000.00
Unit Swap Module - Test and Training	2	\$750.00	\$1,500.00
Auto Dispatch Module - Test and Training	2	\$7,500.00	\$15,000.00
CAD to CAD Interface - Test System	1	\$24,000.00	\$24,000.00
Test/Training Server License (Third)	1	\$5,000.00	\$5,000.00
Standard Station Alert Westnet (Test)	1	\$13,500.00	\$13,500.00
Standard CAD to External System Incident Data Transfer Interface License (Test)	1	\$5,000.00	\$5,000.00
Standard Paging Interface License (Test)	1	\$3,000.00	\$3,000.00
Test Paging & Test Incident Data Transfer (1st Year Support)	1	\$1,760.00	\$1,760.00
VisiCAD Test/Training Total:			\$98,760.00

VisiCAD/VisiNet Mobile Disaster Recovery System	QTY		Price
Remote Disaster Recovery - Server Software License	1	\$10,000.00	\$10,000.00
Disaster/Back Up - User Software License	6	\$3,000.00	\$18,000.00
Auto Dispatch Module - Disaster Recovery	1	\$7,500.00	\$7,500.00
Unit Swap Module - Disaster Recovery	1	\$750.00	\$750.00
DR Station Printing Interface	1	\$6,000.00	\$6,000.00
DR Paging Interface	1	\$2,700.00	\$2,700.00
DR ANI/ALI Interface	1	\$2,700.00	\$2,700.00
VisiNet Mobile Disaster Recovery Mobile Server	1	\$10,000.00	\$10,000.00
Standard Station Alert Westnet (DR)	1	\$13,500.00	\$13,500.00
VisiCAD/VisiNet Mobile Disaster Recovery System Total:			\$71,150.00

VisiCAD Modules	QTY		Price
Quickest Path Unit Recommendation Module (Per workstation)	34	\$1,500.00	\$51,000.00
Facility Divert Module	1	\$7,500.00	\$7,500.00
Event Playback Module	1	\$7,500.00	\$7,500.00
GISLink Streets Utility Module	1	\$20,000.00	\$20,000.00
Flight Following (Advanced Timers) Module	1	\$5,000.00	\$5,000.00
Standard Operating Procedure Module (SOP)	1	\$7,500.00	\$7,500.00
VisiCAD File Attachments Module	1	\$7,500.00	\$7,500.00
Geofile Cross Reference (Point in Polygon) Module	34	\$250.00	\$8,500.00
Snapshot Module	1	\$2,500.00	\$2,500.00
Auto Dispatch Module	1	\$25,000.00	\$25,000.00
Unit Swap Module	1	\$2,500.00	\$2,500.00
Deccan Integration and Commit Module - MUM	1	\$15,000.00	\$15,000.00
Raptor API License (VisiCAD only)	1	\$2,500.00	\$2,500.00
911 Simulator Module	1	\$2,500.00	\$2,500.00
VisiNet Advisor Module - Standard Site License	1	Inc.	Inc.
VisiNet Advisor Module User License	40	Inc.	Inc.
Controlling Dispatch Module - Included Base Product	1	Inc.	Inc.
Dispatch Rules Module - Included Base Product	1	Inc.	Inc.
System Status Management Module - Included Base Product	1	Inc.	Inc.
Cross Staffing - Station based and Unit based included in base system	1	Inc.	Inc.

VisiCAD Modules Total:

\$164,500.00

VisiCAD Interfaces	QTY		Price
Standard RMS to Inform CAD Personnel Data Transfer Interface (One-way flow)	1	\$20,000.00	\$20,000.00
Standard Alpha-Numeric Paging Interface License	1	\$9,000.00	\$9,000.00
Standard ANI/ALI Interface License	1	\$9,000.00	\$9,000.00
Standard Station Printing (Rip and Run) Interface License	1	\$20,000.00	\$20,000.00
Standard CAD to External System Incident Data Transfer Interface License	1	\$15,000.00	\$15,000.00
Standard Advanced VisiCAD to 3rd Party CAD Interface License. The interface provides CAD to CAD functionality using the TriTech CAD to CAD Developers Guide.	1	\$80,000.00	\$80,000.00
Standard Station Alert Westnet	1	\$45,000.00	\$45,000.00

VisiCAD Interfaces Total:

\$198,000.00

VisiCAD Custom Interfaces	QTY		Price
Custom Hospital Divert Status Interface to ReddiNet	1	\$38,500.00	\$38,500.00
Custom GenWatch PTT & Status Message Interface	1	\$90,250.00	\$90,250.00
Add Request To Close to the Genwatch	1	\$10,500.00	\$10,500.00

VisiCAD Custom Interfaces Total:

\$139,250.00

VisiNet Mobile	QTY		Price
VisiNet Mobile Server License (301-400)	1	\$75,000.00	\$75,000.00
VisiNet Mobile Base Client License	245	\$800.00	\$196,000.00
VisiNet AVL (for AVL ONLY Mobiles. No Mobile Laptop)	105	\$500.00	\$52,500.00
VisiNet Mobile Total:			\$323,500.00

Mobile Test/Training	QTY		Price
VisiNet Mobile Test Server	1	\$10,000.00	\$10,000.00
Additional VisiNet Mobile Training Server License	1	\$5,000.00	\$5,000.00
VisiNet Mobile Base Client License - Test/Training	10	\$560.00	\$5,600.00
Mobile Test/Training Total:			\$20,600.00

Inform IQ and Analytics Software	QTY		Price
Inform Analytics License	1	\$18,750.00	\$18,750.00
Inform Investigate 1 to 40 Concurrent Users	1	\$11,631.00	\$11,631.00
Inform IQ API for 1 Data Source	1	\$11,820.00	\$11,820.00
Inform Analytics Developer	1	\$3,500.00	\$3,500.00
Inform Analytics Designer	1	\$1,813.00	\$1,813.00
Inform IQ and Analytics Software Total:			\$47,514.00

OEM Licensing & CAD to CAD Modification	QTY		Price
CAD to CAD Mofication to "Accept/Decline"	1	\$0.00	\$0.00
Inform Mobile ESRI Mapping Upgrade license	255	\$0.00	\$0.00
Inform Mobile ESRI Mapping Upgrade Annual Support*	255	\$0.00	\$0.00
Inform CAD Routing Server	1	\$0.00	\$0.00
Total:	1	\$55,000.00	\$55,000.00
Total: OEM Licensing & CAD to CAD Modification			\$55,000.00

Total TriTech Software: \$1,583,774.00

VisiCAD Training Services	QTY		Price
VisiCAD User Training Course (Per class - 4 day class up to 10 students)	3	\$5,600.00	\$16,800.00
VisiCAD Train-The-Trainer Course (Pre-requisite VisiCAD User Training - Per class 3-day class up to 10 students)	1	\$4,200.00	\$4,200.00
Follow-up Training (per class - 3 days)	1	\$4,200.00	\$4,200.00
VisiCAD GISLink Advanced Training Course (2 day on-site)	1	\$2,800.00	\$2,800.00
VisiCAD System Administration Training Course (Per student - at TriTech San Diego) 4 days	5	\$1,450.00	\$7,250.00
API Training (Per participant - 4 days - At TriTech Only - Requires API License)	3	\$2,500.00	\$7,500.00
Weekend Training (1) Day Follow-up Training (per class - 3 days) If weekend training is desired, the daily rate of training is increased by 50% for each weekend training item	1	\$700.00	\$700.00
VisiCAD Training Services Total:			\$43,450.00

VisiNet Mobile Training Services	QTY		Price
VisiNet Mobile Sys Admin Course (Per class - 1 half day up to 6 students)	1	\$1,400.00	\$1,400.00
VisiNet Mobile Train-The-Trainer (Per class - 1-day up to 8 students)	3	\$5,600.00	\$16,800.00
VisiNet Mobile Training Services Total:			\$18,200.00

VisiCAD & VisiNet Mobile Go Live Support Services	QTY		Price
VisiCAD System Go-Live Team Support (2 people - 3 days)	2	\$28,000.00	\$56,000.00
VisiNet Mobile Go-Live Team Support (1 person onsite - 2days-single shift coverage)	2	\$7,000.00	\$14,000.00
VisiCAD & VisiNet Mobile Go Live Support Services Total:			\$70,000.00

VisiCAD Project Services	QTY		Price
System Configuration & DOLF	1	\$56,000.00	\$56,000.00
System Orientation/Analysis	1	\$28,700.00	\$28,700.00
****Travel & Miscellaneous Expenses (see note below)	1	\$92,000.00	\$0.00
Custom Staffing Interface Systems Engineering Time (Hold Back Staffing: 60 Percent)	1	\$63,750.00	\$63,750.00
BA and Configuration Services	1	\$87,000.00	\$87,000.00
Project Management Services	1	\$248,500.00	\$248,500.00
TriTech Software Source Code Escrow Setup & 1st Year Fee	1	\$1,950.00	\$1,950.00
CAD Test/Training Server Configuration Third	1	\$2,800.00	\$2,800.00
Project Management (Test Training Third Server)	1	\$641.18	\$641.18
Project Management (Genwatch Modification)	1	\$1,470.00	\$1,470.00
Configuration Services (Test Incident Data Transfer and Paging)	1	\$1,600.00	\$1,600.00
VisiCAD Project Services Total:			\$492,411.18

VisiNet Mobile Project Services	QTY		Price
Project Management Services	1	\$12,000.00	\$12,000.00
VisiNet Mobile System Configuration and BA services (System Orientation, Configuration, ATP)	1	\$13,500.00	\$13,500.00
VisiNet Mobile Project Services Total:			\$25,500.00

VisiCAD & VisiNet Mobile Project Services	QTY		Price
Base CAD Server Configuration & Testing (Includes database server, web server, and comm server)	1	\$5,250.00	\$5,250.00
VisiCAD Archive/Reporting Server Configuration & Testing	1	\$2,100.00	\$2,100.00
VisiCAD Test and Training Server Configuration & Testing (virtualized)	2	\$1,400.00	\$2,800.00
VisiCAD Interface Server Configuration & Testing (PER SERVER)	4	\$875.00	\$3,500.00
VisiCAD DMZ Browser Server Configuration & Testing	1	\$875.00	\$875.00
VisiCAD Unit Swap Server Configuration & Testing	1	\$875.00	\$875.00
VisiCAD Unit Swap Server Configuration & Testing for Testing, Training and DR Servers	3	\$875.00	\$2,625.00
VisiCAD Auto Dispatch Server Configuration & Testing	1	\$875.00	\$875.00
VisiCAD Auto Dispatch Configuration and Testing for Testing, Training and DR Servers	3	\$875.00	\$2,625.00
Inform Remote Implementation	1	\$600.00	\$600.00
VisiCAD Workstation Configuration & Testing - Configure up to 5 workstations with OCFA and they complete the remaining workstations	1	\$875.00	\$875.00
NetClock Configuration	1	\$525.00	\$525.00
VisiNet Mobile Server Configuration & Testing (PER MOBILE SERVER)	1	\$1,750.00	\$1,750.00
VisiNet Mobile Interface Server Configuration and Testing (PER INTERFACE SERVER)	2	\$1,750.00	\$3,500.00
VisiNet Mobile Training and Testing Server Configuration & Testing	2	\$1,750.00	\$3,500.00
VisiNet Mobile Training and Testing Interface Server Configuration & Testing	2	\$1,750.00	\$3,500.00
VisiNet Mobile Disaster Server Configuration & Testing	1	\$1,750.00	\$1,750.00
VisiNet Mobile Workstation Configuration (FIRST 5 WORKSTATIONS)	1	\$1,750.00	\$1,750.00
Fire RMS Re-configuration fee (FDM or ETI Standard Interface)	1	\$5,600.00	\$5,600.00
Data Conversion(Caution Notes, Premises, & Historical Data <= 2 years)	1	\$40,000.00	\$40,000.00
Additional PMO Services (System Engineering)	1	\$5,000.00	\$5,000.00
Station Alerting Configuration	1	\$9,600.00	\$9,600.00
VisiCAD & VisiNet Mobile Project Services Total:			\$99,475.00

VisiCAD & VisiNet Mobile Mapping Services	QTY		Price
Custom Mapping Conversion Services	1	\$20,125.00	\$20,125.00
GIS Configuration Services for Live Routing Module	1	\$2,800.00	\$2,800.00
Quickest Path GIS Data Evaluation for Client Supplied Data	1	\$2,800.00	\$2,800.00
Standard VisiNet Mobile Mapping Conversion Services	1	\$8,400.00	\$8,400.00
VisiCAD & VisiNet Mobile Mapping Services Total:			\$34,125.00

Inform IQ and Analytics Services	QTY		Price
Inform Analytics End User Training (Remote)	1	\$700.00	\$700.00
Inform Analytics Administration Training (Remote)	1	\$1,400.00	\$1,400.00
Inform IQ Server Installation	1	\$1,750.00	\$1,750.00
Inform Analytics Server Install & Configuration	1	\$1,750.00	\$1,750.00
Dundas training for Developer (up to 8 hours of remote training)	1	\$4,800.00	\$4,800.00
16 Hours TriTech consultation for the Analytics Designer (remote)	1	\$3,200.00	\$3,200.00
Inform IQ and Analytics Services Total:			\$13,600.00

Total TriTech Services: \$796,761.18

Total TriTech Software and Services: \$2,380,535.18

******NOTE:**

1. Total estimated travel is \$92,000. Any increase in travel above \$92,000 must be pre-approved in writing by Client.
2. Actual travel costs will be billed as incurred.

Subcontractors

FATPOT

FATPOT Ambulance Integration	QTY		Price
FATPOT will provide the .NET library to OCFA for ambulance vendors to write to. OCFA would be responsible for initial code mappings for each new ambulance vender.	1	\$8,400.00	\$8,400.00
Base configuration and testing for each additional ambulance vender.	5	\$3,600.00	\$18,000.00
FATPOT Yearly maintenance, 1 year after acceptance, is \$1,400.00.**	1	\$0.00	\$0.00

FATPOT Ambulance Integration Total: \$26,400.00

FATPOT Enhanced OCMeds Integration	QTY		Price
Update current software to communicate the CBD and EMD codes to OCMeds directly from CADfusion.	1	\$3,720.00	\$3,720.00
FATPOT Yearly maintenance is covered with current contract	1	\$0.00	\$0.00

FATPOT Enhanced OCMeds Integration Total: \$3,720.00

FATPOT Site Migration	QTY		Price
Regional CADtoCAD CADfusion OCFA migration	1	\$15,840.00	\$15,840.00
FATPOT Yearly maintenance is covered with current contract	1	\$0.00	\$0.00

FATPOT Site Migration Total: \$15,840.00

FATPOT Reconfigure and Consolidate Interface to New CAD	QTY		Price
Reconfiguration of new TriTech interface and update from old interface to new interface. Includes merged data from the PRC System	1	\$22,800.00	\$22,800.00
Yearly maintenance is covered with current contract	1	\$0.00	\$0.00

FATPOT Reconfigure and Consolidate Interface to New CAD Total: \$22,800.00

FATPOT GUID	QTY		Price
Customization of the FATPOT Interface to support the TriTech GUID (CAD to CAD).	1	\$21,600.00	\$21,600.00
Yearly maintenance is covered with current contract	1	\$0.00	\$0.00

FATPOT GUID Total: \$21,600.00

FATPOT Software and Services Go Live and ASA	QTY		Price
MiniCAD2CAD Interface Services	1	\$36,400.00	\$36,400.00
ASA Number for Dual-Factor Call Sharing	1	\$23,400.00	\$23,400.00
Ambulance Unit Statuses Out of Sync Script	1	\$15,600.00	\$15,600.00
Closed Call Cleanup Script	1	\$7,800.00	\$7,800.00
Go Live Services	1	\$10,010.00	\$10,010.00
Travel	1	\$16,617.50	\$16,617.50

Total FATPOT Software and Services Go Live and ASA: \$109,827.50

Total FATPOT: \$200,187.50

DECCAN

DECCAN	QTY		Price
DECCAN Modified SOW (Includes Commit Button and Testing)	1	\$9,750.00	\$9,750.00
DECCAN Additional First Year Support* (SEE NOTES)	1	\$2,700.10	\$2,700.10
DECCAN Total:			\$12,450.10

Total DECCAN: \$12,450.10

Total Subcontract:: \$212,637.60

Support and Maintenance

TriTech Dispatch and Mobile Software

Year 1 Maintenance	1	\$348,430.28
Year 1 Maintenance (Discount)	1	(\$348,430.28)
Year 2 Maintenance	1	\$365,851.79
Year 3 Maintenance	1	\$384,144.38
Year 4 Maintenance	1	\$403,351.60
Year 5 Maintenance	1	\$423,519.18

Notes:

TriTech annual support fees are subject to increase per the terms of Exhibit D Software Support Agreement.

TriTech support is 24x7 with the exception of those products identified as having 8x5 support. Currently, those software licenses subject to 8x5 support only are itemized as:

Inform IQ and Analytics Software	QTY
Inform Analytics License	1
Inform Investigate 1 to 40 Concurrent Users	1
Inform IQ API for 1 Data Source	1
Inform Analytics Developer	1
Inform Analytics Designer	1

Deccan additional Support will be billed to OCFA Under the existing DECCAN Software License Agreement (Between DECCAN and OCFA)

FATPOT will bill OCFA Directly for annual support.

Exhibit C: Payment Schedule

TriTech Payment Schedule	Dollar Amount
Software & Services due at Contract Signature	\$254,360.00
Approval of initial project implementation schedule	\$254,360.00
Software & Services due at Delivery & Installation	\$381,540.00
Software & Services due at completion of DOLF	\$508,720.00
Software & Services due at completion of User Training	\$508,720.00
Software & Services due at Go-Live	\$381,540.00
Software & Services due at Acceptance	\$263,782.50
Subtotal	\$2,553,022.50



Change Order- External

Q3811BP-01

Date: 9/29/2014

General & Client Information

Client Name:	Orange County Fire Authority	Bill to:	
System Description:	Multiple Additions and Deletions	Orange County Fire Authority	
Great Plains ID:	TBD	1 Fire Authority Road	
Change Order #	TBD	Irvine, CA 92602	
Original Sales Order #	4875		
Client Purchase Order #	TBD		
Client Purchase Order Date	TBD		
Client Contact:	Joel Brodowski	Ship to:	
Contact Phone:	7145736421	Same	
Contact Email Address:	joelbrodowski@ocfa.org		
Credit Terms:	Net 30 days from date of invoice		
Account Executive:	Kevin Konczal		
Project Manager	Bruce Plannete		

Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$	Extended Price
Project Additions:					
Interface Software					
1	Integration Services	CAD to CAD Modification to "Accept/Decline" (See Notes for Modification Description)			
OEM Software					
255	Mobile 24x7	Inform Mobile ESRI Mapping Upgrade license			
255	Support 24x7	Inform Mobile ESRI Mapping Upgrade Annual Support*			
1	CAD 24x7	Inform CAD Routing Server			
1	Support 24x7	Inform CAD Routing Server Annual Support			
1	3rd Party Software				
Total OEM and Interface Software:			\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
				\$ -	\$ -
Project Deletions:					
(1)	CAD 24x7	Multi-Agency CAD Server License	\$ 55,000.00	\$ (55,000.00)	\$ (55,000.00)
1	Support 24x7	One Year Support & Maintenance	\$ (12,100.00)	\$ (12,100.00)	\$ 12,100.00
Total:					\$ -



Change Order- External

Q3811BP-01

Date: 9/29/2014

Project Summary & Totals

Inform CAD Software - 24x7						(55,000.00)
Inform Interface CAD/Mobile Software - 24x7						-
Inform Interface RMS/FBR Mobile Software - 8x5						-
Inform Mobile Software - 24x7						-
Inform RMS Software - 8x5						-
Inform FBR Software - 8x5						-
Inform Jail Software - 8x5						-
Inform IQ Software - 8x5						-
Inform 911 Software - 8x5						-
Inform Custom SW - 24x7						-
Inform Custom SW - 8x5						-
Inform Fusion ePCR - 8x5						-
TriTech.com IQ						-
TriTech.com IQ Project & Installation Services						-
TriTech.com IQ Training Services						-
Inform Annual Support & Maintenance - 24x7						-
Inform Annual Support & Maintenance - 8x5						-
Project & Installation Services						-
Integrated Solutions Services						-
Training Services						-
Project Management Services						-
Hardware						-
Hardware Support						-
3rd Party Software						55,000.00
3rd Party Software Support						-
Subcontract						-
Subcontract Support						-
Other						-
					Subtotal:	\$ -
	Estimated Sales Tax (State: ___ at ___%)	Taxable sales:	0.00	Sales tax rate:	5.00%	\$ -
	Estimated Shipping					\$ -
					Total:	\$ -

Project Payment Terms: Net 30 days from date of invoice

No Payments Required.						\$ -
					Total Payments:	\$ -



Change Order- External

Q3811BP-01

Date: **9/29/2014**

Summary Information & Project Notes

CAD to CAD Accept/Decline Modification:

The CAD to CAD Accept/Decline feature will be modified to include additional functionality to resolve scenarios where there are no responses from an external agency for request for mutual aid. When there is a request for mutual aid resources and the external agency does not respond, the accept decline feature will present an Advisor Alert for each requested unit. The End User will have the ability to either accept or decline on behalf of the external agency. When accepting the other agency's unit, the unit will remain on the incident even though the request has not been acknowledged via the interface.

ESRI Support

The first year support fees for mapping upgrade (ESRI components) are included in this change order. The annual support fee for year 2 and after, related to this upgrade is \$25 per Mobile device, and \$4,114 for the routing server.

Send Purchase Orders to:

TriTech Software Systems
Attn: Carrie Kale FAX: 858-799-7015
salesadmin@tritech.com

Remit Payments to:

TriTech Software Systems
PO Box # 203223
Dallas, TX 75320-3223

Issued by:

Contact info:

Terms and Conditions

Proposed Change Order is valid for 60 (sixty) days.

Software License Terms:

The TriTech Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement or other TriTech license agreement currently in effect between TriTech and Client. Acceptance for the TriTech Software may be defined in the applicable Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the installation date and shall be governed by the existing Software Support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust the term to be co-terminus with the existing Software Support Agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of Change Order and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this Change Order are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The TriTech Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the TriTech Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities.

This order provides TriTech Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this Change Order for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Change Order as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, unless specifically itemized in the proposed change order.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements. TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box below and, either, (i) attach a copy of this change order to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this change order to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on invoice
- No Purchase Order required to invoice

Please check one of the following:



TRITECH
SOFTWARE SYSTEMS

Change Order- External

Q3811BP-01

Date: **9/29/2014**

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Accepted for Client

Orange County Fire Authority					
Client Agency/Entity Name					
Print Name			Title		
Client Authorized Representative					
Signature			Date		
Client Authorized Representative					



Change Order

Q3810BP-02

Date: 10/10/2014

Summary Information & Project Notes

Send Purchase Orders to:

TriTech Software Systems

Attn: Carrie Kale FAX: 858-799-7015

salesadmin@tritech.com

Remit Payments to:

TriTech Software Systems

PO Box # 203223

Dallas, TX 75320-3223

Issued by:

Contact info:

Terms and Conditions

Proposed Change Order is valid for 60 (sixty) days.

Software License Terms:

The TriTech Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement or other TriTech license agreement currently in effect between TriTech and Client. Acceptance for the TriTech Software may be defined in the applicable Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software Support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust the term to be co-terminus with the existing Software Support Agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of Change Order and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this Change Order are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The TriTech Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the TriTech Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities.

This order provides TriTech Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this Change Order for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Change Order as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, unless specifically itemized in the proposed change order.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box



Change Order

Q3810BP-02

Date: 10/10/2014

below and, either, (i) attach a copy of this change order to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this change order to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on invoice
- No Purchase Order required to invoice

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Accepted for Client

Orange County Fire Authority					
Client Agency/Entity Name					
Print Name				Title	
Client Authorized Representative					
Signature				Date	
Client Authorized Representative					



Change Order

Q3810BP-02

Date: 10/10/2014

General & Client Information

Client Name:	Orange County Fire Authority	Bill to:	Orange County Fire Authority
System Description:	FATPOT Software and Services		1 Fire Authority Road
Great Plains ID:	TBD		Irvine, CA 92602
Change Order #	TBD		
Original Sales Order #	4875		
Client Purchase Order #	TBD		
Client Purchase Order Date	TBD		
Client Contact:	Joel Brodowski	Ship to:	Same
Contact Phone:	7145736421		
Contact Email Address:	joelbrodowski@ocfa.org		
Credit Terms:	Net 30 days from date of invoice		
Account Executive:	Kevin Konczal		
Project Manager:	Bruce Plannete		

Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$	Extended Price
Project Additions:					
FATPOT Software and Services per Attachment A FATPOT SOW					
1	Subcontract	MiniCAD2CAD Interface Support	\$ 36,400.00	\$ 36,400.00	\$ 36,400.00
1	Subcontract	ASA Number for Dual-Factor Call Sharing	\$ 23,400.00	\$ 23,400.00	\$ 23,400.00
1	Subcontract	Ambulance Unit Statuses Out of Sync	\$ 15,600.00	\$ 15,600.00	\$ 15,600.00
1	Subcontract	Closed Call Cleanup	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00
				\$ -	\$ -
FATPOT Travel					
1	Subcontract	Daily charges and travel expenses for Paul Shupe during the week of October 20.	\$ 9,142.50	\$ 9,142.50	\$ 9,142.50
1	Subcontract	This change order is for the onsite presence of one FATPOT employee on November 12 and for one employee on for the Metro Net go-live event on a day yet to be determined.	\$ 7,475.00	\$ 7,475.00	\$ 7,475.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
1	Support 8x5	One Year Support & Maintenance <i>(Hide Row if Blank)</i>	\$ -	\$ -	\$ -
1	Support 24x7	One Year Support & Maintenance	\$ -	\$ -	\$ -
				\$ -	\$ -
Project Deletions:					
-1	Custom SW 24x7	Custom VisiCAD to ROSS	\$ 98,250.00	\$ (98,250.00)	\$ (98,250.00)
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
1	Support 8x5	One Year Support & Maintenance <i>(Hide Row if Blank)</i>	\$ -	\$ -	\$ -
1	Support 24x7	One Year Support & Maintenance	\$ (21,615.00)	\$ (21,615.00)	\$ 21,615.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Total:					\$ 1,567.50

Project Summary & Totals

	Inform Interface CAD/Mobile Software - 24x7				-
	Inform Interface RMS/FBR Mobile Software - 8x5				-
	Inform Mobile Software - 24x7				-



Change Order

Q3810BP-02 Date: 10/10/2014

	Inform RMS Software - 8x5				-
	Inform FBR Software - 8x5				-
	Inform Jail Software - 8x5				-
	Inform IQ Software - 8x5				-
	Inform 911 Software - 8x5				-
	Inform Custom SW - 24x7			(98,250.00)	
	Inform Custom SW - 8x5				-
	Inform Fusion ePCR - 8x5				-
	TriTech.com IQ				-
	TriTech.com IQ Project & Installation Services				-
	TriTech.com IQ Training Services				-
	Inform Annual Support & Maintenance - 24x7				-
	Training Services				-
	Project Management Services				-
	Subcontract			99,817.50	
				Subtotal:	\$ 1,567.50
	Estimated Sales Tax (State: ___ at ___%)	Taxable sales:	0.00	Sales tax rate:	5.00%
	Estimated Shipping				\$ -
				Total:	\$ 1,567.50

Project Payment Terms: Net 30 days from date of invoice

	Amount to be added to the payment for Final Acceptance				\$ 1,567.50
				Total Payments:	\$ 1,567.50



Change Order

Q3810BP-02

Date: 10/10/2014

Summary Information & Project Notes

TriTech responsibilities for this change order extend only to the documenting of the completion of work when reported by either party (OCFA or FATPOT) and the paying of FATPOT for work mutually agreed to have completed.

Send Purchase Orders to:

TriTech Software Systems
Attn: Carrie Kale FAX: 858-799-7015
salesadmin@tritech.com

Remit Payments to:

TriTech Software Systems
PO Box # 203223
Dallas, TX 75320-3223

Issued by:

Contact info:

Terms and Conditions

Proposed Change Order is valid for 60 (sixty) days.

Software License Terms:

The TriTech Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement or other TriTech license agreement currently in effect between TriTech and Client. Acceptance for the TriTech Software may be defined in the applicable Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software Support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust the term to be co-terminus with the existing Software Support Agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of Change Order and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this Change Order are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The TriTech Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the TriTech Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities.

This order provides TriTech Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this Change Order for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Change Order as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, unless specifically itemized in the proposed change order.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box



Change Order

Q3810BP-02

Date: **10/10/2014**

below and, either, (i) attach a copy of this change order to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this change order to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on invoice
- No Purchase Order required to invoice

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Accepted for Client

Orange County Fire Authority					
Client Agency/Entity Name					
	Print Name		Title		
	Client Authorized Representative				
	Signature		Date		
	Client Authorized Representative				

Amendment 3: Addendum 3 Attachment A

FATPOT Technologies Statement of Work

1. Executive Summary:

In continuing our support to the OCFA Team, TriTech and FATPOT technologies by mutual agreement signed on May 19, 2014, engaged in four tasks in relation to the implementation of a new TriTech CAD Project at OCFA. These changes were designed to establish three interfaces enabling interoperability between: CADfusion to TriTech; CADfusion to ambulance providers;; and a read-only interface to OC-Meds. As part of this agreement, FATPOT migrated the server software from Metro Net's to OCFA.

This Statement of Work documents changes and additional scope outside of TriTech Change Order 3299 Attachment A: "FATPOT Statement of Work" (Amendment 2).

2. MiniCAD2CAD Software and Services

Deliverables:

Additional services to support OCFA development of the "MiniCAD2CAD" to include:

- Additional consultation services and retraining of OCFA developers to meet the change in scope of the ambulance provider integration.
- Additional fault tolerance to support desktop integration.
- Single port integration.
- There are no additional services or software to be delivered for the MiniCAD2CAD feature. The work has been completed.

Completion Criteria:

This section is considered complete upon execution of this change order.

Responsibilities:

- **FATPOT:** FATPOT will be responsible for ongoing support for issue resolution limited to software changes described within this section.

- **OCFA:** OCFA will report support issues to FATPOT as needed.
- **TriTech:** Prepare and submit a TCR to OCFA for the completion of this section on execution of this change order. There are no other TriTech responsibilities with this section.

3. ASA Number for Dual Factor Call Sharing

Deliverables:

- When a virtual ambulance has been assigned to an incident, CADfusion will check the ASA number to determine to which ambulance provider the call should be sent.
- The virtual ambulance is not specific to any ambulance provider.
- The ASA number is a designated field within the XML (TriTech “Incident”) packet. The field tag will be “ASA”.
- OCFA will be responsible for providing the values for the ASAs.
- When an ASA value is not recognized or not present, the call will not be routed. There are no other CADfusion responsibilities for when an ASA number is not present.

Completion Criteria:

This section is considered complete when an incident is correctly routed to each ambulance provider by evaluating the presence of a “virtual” ambulance unit and the value present within the ASA field.

Responsibilities:

- **FATPOT:** FATPOT will be responsible for the completion and testing of the deliverables described within this section. FATPOT will be responsible for ongoing support for issue resolution limited to software changes described within this section.
- **OCFA:** OCFA will be required to participate with testing of the deliverables within this section. OCFA will report support issues to FATPOT as when they occur.
- **TriTech:** Prepare and submit a TCR to OCFA for the completion of this section when notified by either party that the work has completed. There are no other TriTech responsibilities for this section.

4. Ambulance Unit Statuses Out of Sync

Deliverables:

- Custom code to resolve units left in a “bad state”.
- When a unit is the subject of an aborted “Dispatch”, the unit will remain within a “Dispatched” state in CADfusion.
- CADfusion has been modified to consider the incident number of “Dispatch” requests. For units left in a “Dispatch” requested state, when the incident number has changed, CADfusion will associate the new incident number to the unit and send the request to the appropriate agency.

Completion Criteria:

This section is considered complete upon execution of this change order.

Responsibilities:

- **FATPOT:** FATPOT will be responsible for ongoing support for issue resolution limited to software changes described within this section.
- **OCFA:** OCFA will report support issues to FATPOT as needed.
- **TriTech:** Prepare and submit a TCR to OCFA for the completion of this section on execution of this change order. There are no other TriTech responsibilities for this section.

5. Closed Call Clean Up

Deliverables:

- The creation of a custom “closed call” script.
- When a call has no units assigned and a minimum period of two hours has elapsed, CADfusion will close the incident.
- The script is run nightly and therefore the period between calls subject to closing and the closing by this script may exceed the minimum period but not more than 26 hours.
- The time period is not configurable. The minimum time period is two (2) hours.
- The cycle is not configurable. The script runs once in a 24 hour period.

Completion Criteria:

This section is considered complete upon execution of this change order.

Responsibilities:

- **FATPOT:** FATPOT will be responsible for ongoing support for issue resolution limited to software changes described within this section.
- **OCFA:** OCFA will report support issues to FATPOT as needed.
- **TriTech:** Prepare and submit a TCR to OCFA for the completion of this section on execution of this change order. There are no other TriTech responsibilities for this section.



MEMO

Business Services Department

November 18, 2014

TO: All OCFA Managers

FROM: Lori Zeller, Assistant Chief
Business Services Department

SUBJECT: **Purchasing Regulations – Change Orders**

As OCFA managers, you may have responsibility to oversee the purchase of services, supplies, or assets in your section. This memo is intended to provide brief guidance regarding OCFA's purchasing regulations, and to point you in the right direction for obtaining purchasing help, when needed.

OCFA's purchasing process is governed by Board-approved Purchasing Ordinances and regulations. Some actions must be approved by the Board, and others can be authorized by management (See Attachment). With the exception of small-dollar Cal-Card transactions, all purchasing activities must be coordinated through the Purchasing Section.

Once a contract, purchase order, or blanket order has been issued by Purchasing, *managers may not independently authorize the vendor to provide additional goods or services (i.e., Change Orders) not included in the original purchasing authorization.* In situations where change orders are needed, managers can work with the vendor to obtain estimates regarding the proposed additional goods or services; however, they must coordinate with Purchasing for formal written authorization prior to directing the vendor to proceed. Purchasing will provide guidance to determine if the change is within the authorities delegated to management, or whether the change must be approved by the Board.

We understand that change orders will be needed from time-to-time, and we request that you please contact us for help to ensure that the Purchasing Ordinances and regulations are not inadvertently violated. Key contacts for purchasing assistance are as follows:

- Debbie Casper (Purchasing Manager) (714) 573-6641
- Monica Dorfmeier (714) 573-6643
- James Aguila (714) 573-6647
- Roth Ong (714) 573-6642

The OCFA's Purchasing Section offers training on the Purchasing Regulations, and if you have not recently attended this training, I encourage you to call or send an email to Debbie Casper so she can make arrangements to provide the training as soon as possible. In addition, please share this memo with any of your employees who conduct purchasing activities for your section.

If you have any questions, please call me at (714) 573-6020 or any of the contacts listed above.

**ORANGE COUNTY FIRE AUTHORITY
Roles/Responsibilities/Authorities**

Excerpts Relating to Purchasing

All authority rests with the Board of Directors unless it is delegated by statute or board action. When delegated, these authorities are further defined by contracts, resolutions, policies, or other board actions. The following chart defines OCFA's levels of authority. The Board of Directors has the authority to change these delegations within the parameters of legal and contractual restrictions.

	Authority Management	Claims Settlement Committee	Executive Committee	Board of Directors
Purchase of commodities and fixed assets	Approve purchase of commodities and fixed assets for total contract amount less than \$100,000.		Approve purchase of commodities and fixed assets for total contract amount over \$100,000.	
Emergency Purchases/Contracts	Approve emergency purchases up to \$100,000.		Purchases in excess of \$100,000 require prior approval of Chair or Vice Chair and must be reported at the next Executive Committee meeting.	
Purchasing – Professional Service Contracts (including consulting contracts)	Approve all service contracts less than \$100,000 for life of contract duration.		Approve all service contracts over \$100,000 for life of contract duration. Contract extensions beyond the initial contract term will require Executive Committee approval prior to contract extension.	
Sole Source Contracts	Approve any sole source contracts up to \$25,000.		Approve any sole source contracts over \$25,000.	

**ORANGE COUNTY FIRE AUTHORITY
Roles/Responsibilities/Authorities**

Excerpts Relating to Purchasing

	Authority Management	Claims Settlement Committee	Executive Committee	Board of Directors
Public Works	Approve all public works contracts in amounts up to the statutory limits authorized by Section 22032 of the Public Contract Code.			Approve all public works contracts in amounts at or above the statutory limits authorized by Section 22032 of the Public Contract Code.
Change Orders/ Modifications (excludes Public Works contracts in excess of the formal limit set forth in Section 22032 of the Public Contract Code)	Approve change order/modifications, within the original scope of work, up to 15% but not to exceed a total value of \$50,000.		Approve change order/modifications, not within the original scope of work, or-over 15%, or exceeding a total value of \$50,000.	
Change Orders/ Modifications for Public Works contracts in excess of the formal limit set forth in Section 22032 of the Public Contract Code	Approve change order/modifications up to 10%, but not to exceed a total value of \$50,000.		Approve change order/modifications over 10%, or exceeding a total value of \$50,000.	

DISCUSSION CALENDAR – AGENDA ITEM NO. 3
BOARD OF DIRECTORS MEETING
December 4, 2014

TO: Board of Directors, Orange County Fire Authority

FROM: Jeremy Hammond
Human Resources Director

SUBJECT: **Fire Chief Employment Agreement**

Summary:

This agenda item is submitted to request approval of an employment agreement for the Fire Chief contract.

Recommended Action:

Approve an employment agreement with Jeff Bowman for employment as Fire Chief, following closed session negotiation of the agreement terms.

Background:

At its November 13, 2014, special meeting, the Board of Directors unanimously approved the appointment of Jeff Bowman as Fire Chief subject to a final background check and negotiation of compensation package. At its November 20, 2014, meeting, the Board of Directors finalized the appointment, and approved an employment agreement (attached). In approving the agreement, the Board offered the Fire Chief time to review the agreement and an opportunity to return to the Board to discuss any changes that may be needed. In the event the Chief does not request any changes, then the agreement would be finalized as approved on November 20, 2014.

This agenda item is submitted as a contingency, to ensure an opportunity for discussion of the contract, if needed.

Impact to Cities/County:

The employment Fire Chief benefits OCFA's member agencies through continued day-to-day leadership of OCFA.

Fiscal Impact:

The Fire Chief employment agreement is funded by appropriations already included in the FY 2014/15 budget for salaries and benefits for the Fire Chief position.

Staff Contacts for Further Information:

Jeremy Hammond, Human Resources Director
jeremyhammond@ocfa.org
(714) 573-6018

Attachments:

Proposed Fire Chief Employment Agreement

**AGREEMENT BETWEEN
ORANGE COUNTY FIRE AUTHORITY AND JEFFREY BOWMAN
FOR EMPLOYMENT AS FIRE CHIEF**

THIS AGREEMENT is entered into by and between the Orange County Fire Authority (“OCFA”) and Jeffrey Bowman (“Chief Bowman” or "Fire Chief") and is made in reference to the following facts:

RECITALS

WHEREAS, OCFA desires to appoint Jeffrey Bowman as its Fire Chief effective December 1, 2014; and

WHEREAS, Chief Bowman by virtue of his training, education and experience is fully qualified to fill the position and desires to serve as OCFA’s Fire Chief.

NOW, THEREFORE, in consideration of the terms, conditions and promises set forth herein below, the parties agree as follows:

I. DATE OF APPOINTMENT

- A. Jeffrey Bowman's date of appointment as Fire Chief shall be December 1, 2014. Chief Bowman shall perform the duties of Fire Chief as set forth in the job description for the position and in compliance with all applicable state law. Fire Chief shall also perform such other functions and duties, not inconsistent with the terms of this Agreement, as OCFA, through its Board of Directors, may legally assign.
- B. Chief Bowman shall serve at the sole pleasure of OCFA. OCFA, acting through the Board of Directors, may terminate Jeffrey Bowman's employment at any time and without cause or reason by giving him written notice of that termination at least 30 days' in advance of the date of termination.
- C. Chief Bowman may resign from his employment at any time upon 30 days' written notice to the Board of Directors; provided, however, that notice shall not be required in the event Chief Bowman resigns pursuant to a request for resignation by the Board of Directors.

II. SALARY

Effective December 1, 2014, OCFA agrees to pay Chief Bowman an annual base salary of \$245,000 payable in equal installments at the same time and in the same manner that OCFA employees are paid.

III. BENEFITS

A. EXECUTIVE MANAGEMENT BENEFITS. Chief Bowman shall receive all benefits provided to all other Executive Management employees as set forth in the Personnel and Salary Resolution (and any changes made and adopted by the Board) and provided consistent with the Public Employment Pension Reform Act.

B. SICK LEAVE

Chief Bowman shall be entitled to accrue and use sick leave in the same manner as other executive management employees. Chief Bowman shall be credited with 40 hours of sick leave as of December 1, 2014.

C. VACATION

Chief Bowman shall accrue vacation time in the same manner and at the same rate as executive management employees with more than ten (10) years of continuous service. Chief Bowman shall be credited with 80 hours of vacation time as of his first day of employment. Chief Bowman shall, upon termination of his employment, be paid for all accrued and unused vacation based on his then existing hourly rate.

D. ADMINISTRATIVE LEAVE PENDING AN INVESTIGATION. Because Chief Bowman is an "at-will" employee, OCFA is not obligated to pay Chief Bowman pending an investigation into any alleged misconduct by Chief Bowman. Notwithstanding the foregoing, in the event that the OCFA Board of Directors determines, in its sole discretion, that it is in the best interest of the OCFA for Chief Bowman to be placed on paid administrative leave pending such an investigation, Chief Bowman shall fully reimburse any salary provided for that purpose if the misconduct for which Chief Bowman was under investigation results in the Fire Chief being convicted of a crime involving an abuse of his office or position as defined herein. Chief Bowman shall fully reimburse such salary no later than six months after such conviction. Abuse of office or position shall have the meaning set forth in Government Code section 53243.4, as may be amended, of either (1) abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority or (2) a crime against public justice, including, but, not limited to, a crime described in Title 7 (commencing with section 92 of Part 1 of the Penal Code).

IV. PERFORMANCE EVALUATIONS

OCFA, acting through its Board of Directors, shall review and evaluate the performance of Chief Bowman annually during the Board's regular July meeting. Said review and evaluation shall be conducted in accordance with procedures and forms and with respect to specific criteria to be developed jointly by Chief Bowman and the Executive Committee. Said review shall be summarized and discussed in closed session, to the extent permitted by law, or through some mutually acceptable confidential format. The parties agree that the primary purposes of such evaluation are to facilitate frank discussion, define roles and expectations, identify performance strengths and weaknesses, and to provide an opportunity for Chief Bowman to take affirmative action to address weaknesses and areas needing improvement.

V. EXCLUSIVE EMPLOYMENT

Chief Bowman shall devote all of his professional time, energy and efforts to OCFA, and shall accept no outside employment, but the foregoing shall not limit Chief Bowman from volunteering for Scripps, but only to the extent that such activities do not significantly interfere with his duties as set forth in this Agreement. Chief Bowman shall inform and receive approval from the Executive Committee of any additional “outside” activities he wishes to pursue in the future prior to engaging in such activities.

VI. NOTICES

Any notices to be given hereunder by either party to the other in writing may be effective either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing the notice.

OCFA:

Orange County Fire Authority
Attention: Board of Directors
1 Fire Authority Road
Irvine, Ca 92602

CHIEF BOWMAN:

Jeffrey Bowman
1 Fire Authority Road
Irvine, Ca 92602

VII. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Chief Bowman by OCFA and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

VIII. MODIFICATIONS

Any modifications to this Agreement shall be effective only if in writing and signed by both the parties hereto.

IX. EFFECT OF WAIVER

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver of relinquishment of that right or power for all or any other times.

X. PARTIAL INVALIDITY

If any provisions of this Agreement is found to be unenforceable under existing regulations or statutes and/or is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

XI. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of California, and in full force and in effect as of the date of execution.

XII. OCFA'S GENERAL ORDERS, STANDARD OPERATING PROCEDURES AND OTHER POLICIES

The terms and conditions of Chief Bowman's employment, including additional employment benefits of Fire Chief not specifically provided for in this Agreement, shall be governed by OCFA's General Orders, Standard Operating Procedures, Personnel Policies and the Personnel and Salary Resolution, to the extent not inconsistent with the provisions of this Agreement. In the event of any such inconsistency or conflict, the provisions of this Agreement shall govern.

[AGREEMENT AND SIGNATURES CONTINUED ON NEXT PAGE]

XIII. FIRE CHIEF'S INDEPENDENT REVIEW

Fire Chief acknowledges that he has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Fire Chief acknowledges that he has made an independent judgment upon the financial and legal effects of the Agreement and has not relied upon representation of OCFA, its elected or appointed officers and officials, agents or employees other than those expressly set forth in this Agreement. Fire Chief acknowledges that he has been advised to obtain legal advice with respect to the terms and provisions of this Agreement.

Date: _____

Elwyn A. Murray
Chairman, Board of Directors

Date: _____

Jeffrey Bowman

APPROVED AS TO FORM:

DAVID E. KENDIG
GENERAL COUNSEL

By: _____