

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

September 29, 2020

BOARD OF FIRE COMMISSIONERS
FILE NO. 20-087

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN THE ORANGE COUNTY
FIRE AUTHORITY AND THE LOS ANGELES FIRE DEPARTMENT

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

SUMMARY

The Los Angeles Fire Department and our regional partner the Orange County Fire Authority have implemented the Fire Integrated Real-Time Intelligence System (FIRIS) Program. The attached Memorandum of Agreement between the Orange County Fire Authority and the Los Angeles Fire Department will provide the capability to launch a fixed wing aircraft to fly the perimeter of an active brushfire to pinpoint the fire's location and accurately measure the acreages burned. This real-time data will be transmitted to the SoCal Wildfire Fusion Center allowing for a multi-agency collaboration to contain fast moving wildfires.

RECOMMENDATION

That the Board:

Approve the attached Memorandum of Agreement and authorize the Fire Chief to enter into said agreement on behalf of the Department.

CONCLUSION

The FIRIS Program will ensure that the Los Angeles Fire Department along with supporting agencies will be better equipped to contain wildfires and alert the public of significant threat to their community.

Board report prepared by Assistant Chief Carlos Calvillo, Metropolitan Fire Communications.

**MEMORANDUM OF AGREEMENT
BETWEEN THE ORANGE COUNTY FIRE AUTHORITY
AND THE LOS ANGELES FIRE DEPARTMENT**

THIS MEMORANDUM OF AGREEMENT ("MOA") is made and entered into this _____ day of _____, 2020 by and between the Orange County Fire Authority, a joint powers authority, hereinafter referred to as "OCFA," and the LOS ANGELES FIRE DEPARTMENT, hereinafter referred to as "Agency." OCFA and Agency are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, OCFA has contracted with the California Office of Emergency Services ("CalOES") to administer the Fire Integrated Real-time Intelligence System (FIRIS) 2.0 Program, hereinafter referred to as "Program," of which the Southern California Wildfire Fusion Center ("Fusion Center") is one part; and

WHEREAS, OCFA requires a qualified public agency to provide personnel to deliver project management and support services; and

WHEREAS, based on its qualifications and experience, Agency is capable of providing the required personnel and desires to provide such services; and

WHEREAS, OCFA desires to utilize services provided by Agency personnel.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA and Agency enter into this MOA for the purpose of reimbursement of costs incurred by Agency in providing personnel to deliver project management and support services as follows:

AGREEMENT

1. LAFD personnel serving in the Fusion Center will be considered Fusion Center Analysts. Fusion Center products will be reported up to the FIRIS Program Manager, and the Fusion Center will provide on-demand (up to 24/7) analytical support for Southern California, which is comprised of Regions 1, 5 and 6. Personnel will utilize the advanced computing environment of the University of California, San Diego WIFIRE supercomputer-based fire modeling and prediction system to perform accurate fire prediction and assessment based on information synthesized in the Fusion Center. Agency may request reimbursement, with prior OCFA approval, for costs directly related to its personnel providing project management and support services including but not limited to salary, travel, fuel, lodging, and equipment.

Invoices submitted to OCFA for the reimbursement of expenses must be signed by an authorized representative of the Agency and submitted to OCFA for approval on appropriate forms provided by or approved for use by OCFA. Invoices for project

management services must include details regarding the days, hours, type of work performed, etc. Invoices for travel expenses must be submitted on the Travel Reimbursement Form, attached hereto as Exhibit "A."

Agency will submit all requests for reimbursable payments, together with the appropriate documentation, to OCFA by the 10th day of each subsequent month that the Agency is seeking reimbursement.

2. The Agency acknowledges that it remains fully responsible for its obligations as the employer of the personnel providing project management and support services and is responsible for the payment of overtime earnings, benefits, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract, regardless of the reimbursable charges incurred.

3. The Parties understand and agree that OCFA's financial obligation under this MOA shall be limited to grant or reimbursement funds allocated by the State of California in an amount not to exceed \$120,000, unless approved by the OCFA Fire Chief. No other OCFA funds, including its general fund, shall apply or be committed to this MOU.

4. This MOA shall commence on the Effective Date and continue in full force and effect for 120 days unless either Party gives written notice of termination to the other. Termination may be made at any time, for any reason and shall become effective thirty (30) days after the written notice is provided. The Agreement may be extended on the same terms and conditions upon mutual written agreement between OCFA and Agency.

5. This MOA may be amended at any time by the mutual consent of the Parties by an instrument in writing.

6. Agency and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of OCFA or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous, or defective conditions of any property or equipment belonging to or provided by OCFA. OCFA shall indemnify, defend and save harmless Agency and its officers, agents, and employees from any and all claims, liabilities or losses whatsoever based or asserted upon any act or omission of OCFA, of its officers, agents, employees, subcontractors or independent contractors related to this MOA or upon any dangerous or defective condition of any property or equipment belonging to or provided by OCFA, for property damage, bodily injury or death or any other element of damage of any kind or nature, and OCFA shall defend at its expense, including attorney's fees, Agency and its officers, agents, and employees in any legal action or claim of any kind based upon such alleged acts or omissions or conditions of such property or equipment.

7. OCFA and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of the Agency or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any property or equipment belonging to or provided

by Agency. Agency shall indemnify, defend and save harmless the OCFA and its officers, agents and employees from any and all claims, liabilities or losses whatsoever based or asserted upon any act or omission the Agency or its officers, agents, employees, subcontractors or independent contractors related to this MOA or upon any dangerous or defective condition of any property or equipment belonging to or provided by Agency, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the Agency shall defend at its expense, including attorney's fees, OCFA, its officers, agents and employees in any legal action or claim of any kind based upon such alleged acts or omissions or conditions of such property or equipment.

8. Any notice, demand, request, consent, approval or communication either Party desires or is required to give 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. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To OCFA: Orange County Fire Authority
Attention: Brian Fennessy, Fire Chief
1 Fire Authority Road
Irvine, CA 92602

To Agency: [Name]
Attention: [Redacted]
[Address]

9. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOA 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 MOA, which shall be interpreted to carry out the intent of the Parties hereunder.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date:_____

By:_____

Sara Kennedy, CPPB
Purchasing Manager

APPROVED AS TO FORM.

ATTEST:

By:_____

David E. Kendig
General Counsel

Maria D. Huizar
Clerk of the Board

Date:_____

“AGENCY”

LOS ANGELES FIRE DEPARTMENT

Date:_____

By:_____

[Name]

[Title]

EXHIBIT “A”



TRAVEL EXPENSE CLAIM REPORT

1 Fire Authority Road Irvine, CA 92602

(714) 573-6012

Please e-mail this form and receipts to Robert Cortez.

Email: Robertcortez@ocfa.org

Required fields are in blue. Other data entry cells are in yellow.

Date:

Name:

Purpose:

Mailing Address:

Travel Dates:

All **itemized** receipts are to be provided with travel expense forms.

1. Transportation:	Trans Exp.
Airline: (Attach booking itinerary with cost)	
Airport Parking Fee:	
Taxi, Uber, Lyft: (Attach receipt)	
Rental vehicle: (Attach receipt)	
Transportation Total	-

2. Lodging: <i>Provide detailed receipts</i>	Lodging Exp.
Lodging Total	-

3. Food/Meals: <i>Provide detailed receipts</i>				Meals Exp. (Max \$65.00/day)
Date	Breakfast (\$15 max)	Lunch (\$15 max)	Dinner (\$35 max)	
				-
				-
				-
				-
				-
Meals Total				-

4. Miscellaneous/Registrations/etc <i>Provide detailed receipts</i>	
Misc. Total	-
Total Expenses	-

Explanatory Notes

I certify the above were all actual and necessary expenses to attend and participate in this meeting.

Submitted by: (Travelers name & signature)

Approved by: (Signature)/Date:

Robert Cortez, Assistant Chief, Business Services