

State of California

Department of Forestry and Fire Protection (CAL FIRE)

LEASE AGREEMENT FOR THE INTERMITTENT USE OF AIRCRAFT

FC-107RW (Rev. 04/18)

PLACE AN APPROVED COPY IN EACH HELICOPTER**FAILURE TO DO SO MAY RESULT IN LOSS OF PAYMENT****AND IMMEDIATE RELEASE FROM INCIDENT**

Name and Address of Operator: Orange County Sheriff's Dept.		Phone Number (day): 714-474-3785
320 N. Flower Street, Santa Ana, CA 92703		Phone Number (night): 949-2525268/714-474-3785
<u>7CA8J750</u>	Vendor ID # 0000271831-00	California Small <u>or DVBE</u> Business Certificate Number:

AIRCRAFT SPECIFICATIONS AND RATES

ICS Type	Agency Card	Aircraft Make & Model	FAA Reg. Number	Passenger Seats	Cargo Weight	Bucket/Tank Gal.	Foam Y/N	Rate w/Pilot	Standby Rate	Aircraft Location (State)
III	Cal Fire	AS350B3e	N185SD	6	1749.3	210	N	1205.28	2204.68 <u>2,410.54</u>	California CA
<u>III</u>	<u>Cal Fire</u>	<u>AS350B3e</u>	<u>N185SD</u>	<u>6</u>	<u>1749.3</u>	<u>210</u>	<u>N</u>	<u>1205.25</u>	<u>2410.54</u>	<u>CA</u>
II	Cal Fire	Bell UH-1H	N186SD	5	2900	300 <u>369</u>	N	1765.18	5295.54	California CA
<u>II</u>	<u>Cal Fire</u>	<u>Bell UH-1H</u>	<u>N186SD</u>	<u>5</u>	<u>2,900</u>	<u>369</u>	<u>N</u>	<u>1,765.18</u>	<u>5,295.54</u>	<u>CA</u>

ADDITIONAL CHARGES

ITEM	Per Diem Per Person	Extended Standby	Fuel Truck Capacity	Fuel Truck USFS Rate	Foam Concentrate				
RATES	State Rate /day	Current USFS Rate	Gal	USFS Rate /mile	Operator's Cost + 10%				

REMARKS: Revenue coding 100-060-1418-7590-1826

The undersigned agrees to furnish to the California Department of Forestry and Fire Protection (CAL FIRE) in accordance with the attached Intermittent Requirements Agreement, Appendix A, signed and dated _____, the aircraft described hereon at the designated rates, to the extent that he/she is willing and able. The Operator/Contractor further certifies that they have received a copy of these specifications and will comply with them to the extent that they are legally able. A discount of _____% is offered by the undersigned if the State pays for any services rendered within _____ days of the date that the State receives the vendor's invoice. This agreement is valid for a period of one year from the date signed unless canceled by either party in writing on a prior date.

Signature of Operator/Contractor:	Title: Commander	Date:
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APPROVED FOR USE

Signature of State Authorized Inspector	Title: <u>Helicopter Program Manager</u>	Date:
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FC-107 RW INSTRUCTIONS**ENTRIES**

1. NAME/ADDRESS - Operator's name and mailing address.
2. PHONE NUMBER - Operator's day time and emergency night phone number.
3. AGREEMENT NUMBER – CAL FIRE use only.
4. VENDOR or Supplier ID number – Enter it if you know it. Otherwise leave blank.
5. CALIFORNIA CERTIFIED SMALL BUSINESS/DVBE – Enter your current number.
6. ICS TYPE - I, II, III.
7. AGENCY CARD - Indicate the agency that has issued the current aircraft data card, i.e., USFS, DOI, CAL FIRE.
8. AIRCRAFT MAKE & MODEL, FAA REG NUMBER – Self-explanatory.
9. PASSENGER SEATS - Enter number of valid passenger seats, not including pilot(s).
Enter “R” if aircraft is restricted category.
10. CARGO WEIGHT - Enter useful load.
11. BUCKET/TANK GALLONS - Enter bucket/tank capacity.
12. FOAM - Enter Y/N (Yes/No) for foam/retardant capability.
13. RATE W/PILOT - Includes fuel being provided by operator.
STANDBY RATE - ICS Type Helicopter: I II III IV
Standby Rate (Hours): 4 3 2 1
13. AIRCRAFT LOCATION (STATE) - Indicate the state the aircraft will be located in this fire season.
14. PER DIEM – Vendors are requested to incorporate their Per Diem costs for all company employees on the incident into the Hourly and Standby aircraft, rates. CAL FIRE will no longer pay Per Diem for Helicopter Vendors as a separate rate.
15. EXTENDED STANDBY - Current USFS rate for each person for each hour beyond normal duty day (nine hours).
16. FUEL TRUCK GALLONS - State size of fuel truck offered. Additional fuel trucks may be added as additional ITEMS.
17. FUEL TRUCK USFS RATE - Current USFS rate for size fuel truck offered. NOTE: "USFS Rate" has been pre-entered on the form.
18. FOAM CONCENTRATE - Operator's purchase price plus 10% handling fee.
19. ADDITIONAL ITEMS - Space is provided for additional miscellaneous equipment.
20. EMAIL ADDRESSES/REMARKS – Enter current, valid email address. If you are a California Certified Small Business or California Certified Disabled Veteran Business Enterprise, so indicate by placing your stamp in the remarks section. You must include the date of current certification. Enter other remarks as needed.
21. DISCOUNT RATE – Self-explanatory.
22. Attach the signature page of Appendix A, Call-When-Needed Helicopter Requirements Agreement, to this agreement. Enter date of Appendix A on this agreement.

OPERATOR'S INSTRUCTIONS

1. If aircraft have been approved by another agency, complete this agreement and attach copies of all aircraft data cards and pilot approval cards issued by that agency. Submit documents to a CAL FIRE inspector pilot. If CAL FIRE issues the card, the inspector pilot will approve this agreement
2. **PLACE A COPY OF THIS APPROVED AGREEMENT IN EACH AIRCRAFT ALONG WITH THE DATA CARD. FAILURE TO DO SO MAY RESULT IN RELEASE FROM THE INCIDENT AND/OR LOSS OR SUBSTANTIAL DELAY OF PAYMENT.**

Contractor:
Contract No.:

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

The following terms and conditions apply to all California Department of Forestry and Fire Protection (CAL FIRE) contracts **unless identified "if applicable"**:

A. CONTRACT PROVISIONS

1. Prompt Payment

Upon receipt of a properly submitted, undisputed invoice, State shall pay contractor within forty-five (45) days, or automatically calculate and pay the appropriate late payment penalties as specified in Government Code, Chapter 4.5, section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period.

2. Excise Tax

State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales and use tax imposed by another state.

3. Settlement of Disputes

In the event of a dispute, within ten (10) days of discovery of the problem contractor shall file a "Notice of Dispute" with:

Department of Forestry and Fire Protection
Attention: Contracts Manager
P.O. Box 944246
Sacramento, CA 94244-2460

Within ten (10) days of CAL FIRE receiving contractor's notice, the contracts manager or designee shall advise contractor of the findings and recommend a method to resolve the dispute. Decision of the contracts manager or designee shall be final.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

4. Right to Terminate (SCM 7.85)

The State reserves the right to terminate this agreement subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause.
(Refer to GTC, Exhibit C, Item 7. Termination for Cause).

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5. Asbestos

In the event the contractor who is providing services under a service contract discovers asbestos, contractor shall stop all work immediately and notify the State contract coordinator, construction supervisor and/or project manager. After State has assessed site conditions and extent of asbestos-related work, State shall prepare and award a separate contract to a contractor who is registered and certified for asbestos abatement work. Under both State statute and State regulations found in the California Code of Regulations, a contractor must be certified by State Contractor's License Board and registered with the State Department of Industrial Relations, CAL-OSHA, in order to perform asbestos-related work. Contractor shall resume work under this contract only after the State gives notification to proceed.

6. DVBE Audits

If State determines contract is subject to disabled veteran-owned business enterprise requirements, contractor shall comply with Public Contract Code section 10115 et seq. and California Code of Regulations section 1896.60 et seq. Contractor shall make pertinent records available to State for review, shall permit State access to its premises upon reasonable notice during normal business hours for interviewing employees and inspecting records, and shall maintain records for audit purposes for a period of 3 years after final payment under the contract.

7. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

8. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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9. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

10. Non Eligible Alien – All Sole Proprietor Contracts – (SCM 2.07)

Contractor shall comply with US Code, Title 8, Section 1621 (a), (b), (c), and (d), concerning aliens or immigrants ineligible for State and local public benefits.

11. Priority Hiring Consideration – Contracts with a Value in Excess of \$200,000

If the resulting contract will have a total contract value of \$200,000 or more, the contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

ITEM 12. – 15. - IF APPLICABLE

12. License and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the California Department of Forestry and Fire Protection – Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition

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to any other remedies it may have, terminate this contract upon occurrence of such event.

13. Progress Payments

In accordance with the requirements set forth in the State Contracting Manual, Section 7.33 B, the State shall withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's staff determination that the Contractor has satisfactorily completed all of the required services as itemized on the invoice. If it is determined that an amount is withheld, it shall be released pending final completion of the Agreement.

14. Insurance

Liability insurance is required on new construction of buildings, major repairs or alterations defined as work in excess of \$50,000, on agreements of lesser amount with hazardous activities, excavation, drilling demolition, soil preparation fumigation, elevator maintenance, use or maintenance of any aircraft (fixed wing or rotor) or watercraft, and treatment, removal, storage, or any other handling of hazardous substances including but not limited to toxic waste, petroleum waste, asbestos, and like substances.

Contractor shall furnish to the State a certificate of insurance stating that contractor has general liability insurance, including bodily injury and property damage coverage presently in effect, with a combined single limit (CSL) of not less than \$1,000,000.00 per occurrence for activities performed under this contract.

a. Under this minimum coverage the certificate must show the following:

1. General liability covering bodily injury and property damage;
2. automobile liability insurance if motor vehicles are used; and
3. aircraft liability insurance is required in addition to public liability insurance, if any aircraft is used.

b. The certificate of insurance must include the following provisions in their entirety:

1. Insurer will not cancel the insured's coverage without 30 days' prior written notice to State;
2. State of California, its officers, agents, employees, and servants are included as additional insureds for purposes of this contract.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract.

If any of these insurance coverages expire during this contract, contractor agrees to provide a new certificate of insurance at least 30 days prior to the insurance expiration. The new certificate of insurance must be for not less than the remainder of the contract or not less than one (1) year.

All insurance certificates are subject to approval by State of California Department of General Services. Contractor agrees to perform no work or services without approved

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insurance coverage. In the event contractor's insurance coverage ends, the State may, in addition to other remedies, terminate this contract.

Note: State will not provide nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

- 15. Employee Benefits (Only applies to janitorial, housekeeping, custodian, food service, laundry, window cleaning, and security guard services).

Contractor shall provide the following "employee benefits": basic health care, dental services, vision services, holiday pay, vacation pay and retirement benefits to employees in accordance with Government Code section 19134. Contractor's completion and signature of the Employee Benefits Certification Form shall reflect compliance with this requirement. (See Exhibit "E", Employee Benefits Certification Form.)

In order to be paid on the contract, contractor must submit to the contracting agency a monthly written report identifying each preceding months benefits paid. (See Monthly Report of Employee Benefits.)

~~NOTE: Section 15., immediately above, and all references contained therein are NOT applicable to the "LEASE AGREEMENT FOR THE INTERMITTENT USE OF AIRCRAFT" to which this Exhibit D is Incorporated By Reference. Exhibit E, "Compliance with Public Resources Code section 4114.5" is applicable to the "LEASE AGREEMENT FOR THE INTERMITTENT USE OF AIRCRAFT"~~

~~Acknowledged:~~

~~Date: _____ Initials _____ Date: _____ Initials _____
CAL FIRE Representative _____ Orange County Representative _____~~

ELIMINATED Fy19-20

EXHIBIT E

(Compliance with Public Resources Code section 4114.5)

- A. Pursuant to Public Resources Code section 4114.5 (PRC 4114.5), any contract the Department of Forestry and Fire Protection (CAL FIRE) enters to retain the services of pilots to fly firefighting aircraft shall expressly provide for certain one-time death benefits to eligible survivors if the pilot dies while performing the duties specified in the contract.
- B. This agreement (Contract) between CAL FIRE and _____ (“Contractor”) is subject to PRC 4114.5. Therefore, CAL FIRE expressly agrees to provide a one-time death benefit to eligible survivors if the pilot dies while performing the duties specified in the contract, in compliance with PRC 4114.5, and as outlined below.
- C. The one-time death benefit payable to the pilots’ eligible survivors will equal the sum of the following:
- 1) The amount of the one-time benefit that the eligible survivors of the pilot would receive if the pilot were subject to the federal Public Safety Officers’ Death Benefits Act (42 U.S.C. Sec. 3796 et seq.) (PSOB). This paragraph shall not be applicable if, at the time of the pilot’s death, the eligible survivors of the pilot are entitled to benefits under that act. This amount is currently \$350,079.00.**
- AND**
- 2) The current amount commensurate with the death benefit payable to a mid-career firefighter employed by CAL FIRE who died in the line of duty. (Special Death Benefit Rate)**

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- D. For purposes of this Contract, both (C)(1) and (C)(2) are identified below. CAL FIRE agrees to provide a total death benefit of \$1,498,279.14 to the eligible survivors of pilots who die while performing the duties specified in the contract, with the exception of pilots' eligible survivors who, at the time of the pilots' death, are entitled to PSOB, as described in paragraph (C)(1). CAL FIRE agrees to provide a total death benefit of \$1,148,200.14 to those PSOB-entitled, eligible survivors.

PSOB	\$350,079.00
Special Death Benefit Rate	\$1,148,200.14
CAL FIRE Death Benefit total for eligible survivors who are entitled to PSOB	\$1,148,200.14
CAL FIRE Death Benefit total for eligible survivors who are not entitled to PSOB	\$1,498,279.14

- E. Exhibit E, Compliance with Public Resources Code section 4114.5, shall be attached to and become part of the California Department of Forestry and Fire Protection – CAL FIRE's LEASE AGREEMENT FOR THE INTERMITTENT USE OF AIRCRAFT, FC-107RW.

California Department of Forestry
and Fire Protection – CAL FIRE

Company or Agency Name (Type or Print)

CAL FIRE Representatives' Name
(Please print)

Company or Agency Representative's Name
(Please print)

CAL FIRE Representative's Signature

Representative's Signature

Date Signed

Date Signed