



ORANGE COUNTY FIRE AUTHORITY AGENDA

EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, September 24, 2020
5:30 P.M.

Regional Fire Operations and Training Center Board Room

1 Fire Authority Road
Irvine, CA 92602

Shelley Hasselbrink, Chair
Vince Rossini, Vice Chair

Ed Sachs • Gene Hernandez • Joe Muller
Noel Hatch • Dave Shawver • Don Wagner • Elizabeth Swift

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 Executive Committee after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact the Clerk of the Authority at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040 and identify the need and the requested modification or accommodation. Please notify us as soon as is feasible, however 48 hours prior to the meeting is appreciated to enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

NOTICE REGARDING PUBLIC PARTICIPATION DURING COVID-19 EMERGENCY

During the Statewide COVID-19 Emergency, the public is not permitted to convene in person for this public meeting. However, the public may still view and comment on the meeting as follows:

- To watch the meeting online, please go to website at www.OCFA.org
- To submit an e-comment, please email to PublicComments@ocfa.org.

You may comment on items on the agenda or not on the agenda. Your comments will be forwarded electronically and immediately to the members of the Committee. Comments related to a particular agenda item will only be considered prior to the close of public comments on that item.

CALL TO ORDER

INVOCATION by OCFA Chaplain Robert Benoun

PLEDGE OF ALLEGIANCE by Director Muller

ROLL CALL

REPORTS

- A. Report from the Budget and Finance Committee Chair
- B. Report from the Human Resources Committee Chair

PUBLIC COMMENTS

Please refer to instructions on how to submit a public comment during COVID-19 Emergency on Page 1 of this Agenda.

1. PRESENTATIONS

No items.

2. CONSENT CALENDAR

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

- A. **Minutes from the July 23, 2020 Regular Executive Committee Meeting**
Submitted by: Maria Huizar, Clerk of the Authority

Recommended Action:
Approve as submitted.

- B. **Monthly Investment Reports**
Submitted by: Tricia Jakubiak, Treasurer

Budget and Finance Committee approved at September 9, 2020 meeting.

Recommended Action:
Receive and file the reports.

- C. **Fourth Quarter Financial Newsletter**
Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Tricia Jakubiak, Treasurer

Budget and Finance Committee approved at September 9, 2020 meeting.

Recommended Action:

Receive and file the report.

D. Annual Investment Report

Submitted by: Tricia Jakubiak, Treasurer

Budget and Finance Committee approved at September 9, 2020 meeting.

Recommended Action:

Receive and file the report.

E. Amended and New Classification Specifications

Submitted by: Lori Zeller, Deputy Chief/Administration & Support Bureau and Tamaryn Boston, Human Resources Manager

Human Resources Committee approved at September 1, 2020 meeting.

Recommended Actions:

1. Amend the Wildland Resource Planner classification with a change to the salary allocation from SM80 (high of \$50.52/hour) to SM100 (high of \$62.82/hour).
2. Adopt the new Payroll Supervisor classification and assign the salary allocation to SM 88 (high of \$54.75).
3. Adopt the new Training Program Analyst classification and assign the salary allocation to GE380 (high of \$49.30).

F. Mission Driven Culture Organizational and Leadership Development

Submitted by: Brian Fennessy, Fire Chief

Recommended Action:

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Mission Centered Solutions for a two-year term in an amount not to exceed \$391,700 (Year One - \$209,300, Year Two - \$182,400) to continue providing Mission Driven Culture education development training.

G. Ventilation Training Prop

Submitted by: Pokey Sanchez, Deputy Chief/Emergency Operations Bureau and Charles Fedak, Battalion Chief/Ops Training & Safety Division

Recommended Action:

Approve and authorize the Purchasing Manager to issue a purchase order to Fire Vent, LLC, utilizing the sole source procurement provision in the Purchasing Ordinance for the purchase of a ventilation training trailer for an amount not to exceed \$68,480 plus applicable sales tax (\$5,307).

H. Reconciliation of Emergency Procurements in Response to the COVID-19 Pandemic
Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Sara Kennedy, Purchasing Manager

Recommended Action:

Approve and authorize the emergency procurement reconciliation in response to the COVID-19 Pandemic that require subsequent Executive Committee ratification, as detailed herein.

I. Purchase of one (1) Caterpillar Mini Excavator

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Pokey Sanchez, Deputy Chief/Emergency Operations Bureau

Recommended Action:

Approve and authorize the Purchasing Manager to issue a purchase order to Quinn Company, for the purchase of one (1) Caterpillar Mini Excavator in an amount not to exceed \$172,938.75.

J. Increase to Agreement for Engineering and Construction Management Services for OCFA Training Grounds Upgrades

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Patrick Bauer, Property Manager

Recommended Action:

Approve and authorize the Purchasing Manager to cancel the purchase order with RSSE (remaining balance of \$573,400) and issue a professional services agreement with HMC Architects and corresponding one-time purchase order in an amount not to exceed \$880,400 for services in support of the RFOTC Training Grounds Upgrades Project.

3. DISCUSSION CALENDAR

No items.

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, October 22, 2020, at 5:30 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury and as required by the State of California, Government Code § 54954.2(a), that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting.

Maria D. Huizar, CMC
Clerk of the Authority

UPCOMING MEETINGS:

Budget and Finance Committee Meeting
Executive Committee Meeting
Board of Directors Meeting
Human Resources Committee Meeting

Wednesday, October 14, 2020, 12 noon
Thursday, October 22, 2020, 5:30 p.m.
Thursday, October 22, 2020, 6:00 p.m.
Tuesday, November 3, 2020, 12 noon

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, July 23, 2020
5:30 P.M.**

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

CALL TO ORDER

Chair Hasselbrink called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on July 23, 2020.

INVOCATION

Chaplain Harry Robinson offered the invocation.

PLEDGE OF ALLEGIANCE

Director Wagner led the assembly in the Pledge of Allegiance to our Flag.

ROLL CALL

Present: Chair, Shelley Hasselbrink, Los Alamitos
Vice Chair, Vince Rossini, Villa Park
Elizabeth Swift, Buena Park*
Joe Muller, Dana Point
Noel Hatch, Laguna Woods*
Gene Hernandez, Yorba Linda*
Donald P. Wagner, County of Orange*

Absent: Ed Sachs, Mission Viejo
Dave Shawver, Stanton

Also present were:

Fire Chief Brian Fennessy	Deputy Chief Pokey Sanchez
Assistant Chief Randy Black	Assistant Chief Robert Cortez
Assistant Chief Jim Ruane	General Counsel David Kendig
Clerk of the Authority Maria D. Huizar	Assistant Chief Kenny Dossey
Director of Communications Colleen Windsor	Assistant Chief Lori Smith

*Executive Committee Members participating via Teleconferencing**

1. PRESENTATIONS

No items.

REPORTS

A. Report from the Budget and Finance Committee Chair (FILE: 12.02A6)

Budget and Finance Committee Chair Hernandez reported at the July 8, 2020, regular meeting, the Committee voted unanimously to receive and file the Organizational Services Level Assessment Update, and approve and forward the Monthly Investment Reports to the Executive Committee for its approval. The Committee also voted unanimously to approve and forward the Acceptance of 2020 Department of Homeland Security Grant Program (HSGP) Federal Emergency Management Agency's Urban Search and Rescue Preparedness Cooperative Agreement Funding to the Board of Directors for approval.

B. Fire Chief's Report (FILE: 12.02A7)

Fire Chief Fennessy introduced Assistant Chief Jim Ruane who provided an overview of the Quarterly CIP Update.

PUBLIC COMMENTS (FILE: 12.02A3)

Chair Hasselbrink opened the Public Comments portion of the meeting. Chair Hasselbrink closed the Public Comments portion of the meeting without any comments from the general public.

2. CONSENT CALENDAR

On motion of Director Muller and second by Director Hernandez, and following a roll call vote, declared passed 7-0 (Sachs and Shawver absent) to approve the Items 2A-2C as submitted.

A. Minutes from the June 25, 2020 Regular Executive Committee Meeting (FILE: 12.02A2)

Action: Approve as submitted.

B. Monthly Investment Reports (FILE: 11.10D2)

Action: Receive and file the reports.

C. Contract Increase for Independent Internal Affairs Investigative Services (FILE: 17.27A)

Action: Approve and authorize the Purchasing Manager to execute Amendment One to the Professional Services Agreement with Van Dermyden Maddux Law Corporation increasing the contract value by \$100,000 (from \$100,000 to \$200,000) for current year contract only.

3. DISCUSSION CALENDAR

No items.

CLOSED SESSION

No items.

COMMITTEE MEMBER COMMENTS

The Committee Members offered no comments.

ADJOURNMENT – Chair Hasselbrink adjourned the meeting at 5:39 p.m. The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, September 24, 2020, at 5:30 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
September 24, 2020

Agenda Item No. 2B
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

Robert Cortez, Assistant Chief
Business Services Department

robertcortez@ocfa.org

714.573.6012

Tricia Jakubiak, Treasurer
Treasury & Financial Planning

triciajakubiak@ocfa.org

714.573.6301

Summary

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

Prior Board/Committee Action

On September 9, 2020, the Budget and Finance Committee approved the item as recommended by a 7-0 vote (Farias and Rossini absent).

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Since the Committee did not meet in August, attached are the final monthly investment reports for the months ending June 30 and July 31, 2020. A preliminary investment report as of August 21, 2020, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)

Final Investment Report – June 2020 and Preliminary Report – July 2020

Final Investment Report – July 2020 and Preliminary Report – August 2020



ORANGE COUNTY FIRE AUTHORITY

P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602

Brian Fennessy, Fire Chief

(714) 573-6000

www.ocfa.org

July 31, 2020

TO: Budget and Finance Committee
Orange County Fire Authority

FROM: Patricia Jakubiak, Treasurer *PJ*

SUBJECT: **Investment Report**

Due to the cancellation of the August 12, 2020 Budget and Finance Committee meeting, I am sending the monthly investment report for your review. The report includes the following:

- Final Investment Report for June 2020
- Preliminary Investment Report for July 2020

Since the August meeting of the Executive Committee has also been cancelled, this report will be forwarded to the September 9, 2020 meeting of the Budget and Finance Committee for action to be taken. If you have any questions, please call me at (714) 573-6301.

Enclosure

Orange County Fire Authority Monthly Investment Report



Final Report – June 2020

Preliminary Report – July 2020



Monthly Investment Report Table of Contents

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Orange County Fire Authority

Final Investment Report

June 30, 2020



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of June 2020, the size of the portfolio decreased by \$11.2 million to \$187.5 million. Significant receipts for the month totaled \$19.5 million and included \$2.4 million from various apportionments of property taxes, \$14.8 million from seven cash contract payments, and \$2.3 million from intergovernmental contract and grant payments and other charges for current services. Significant disbursements for the month included primarily two biweekly payrolls which were approximately \$13.0 million each with related benefits. Total June cash outflows amounted to approximately \$32.4 million. The portfolio's balance is expected to decrease in July as there are no major receipts scheduled for the month.

In June, the portfolio's yield to maturity (365-day equivalent) declined by 9 basis points to 0.63%. The effective rate of return decreased by 9 basis points to .59% for the month, and decreased by 13 basis points to 1.63% for the fiscal year to date. The average maturity of the portfolio shortened by 4 days to 38 days to maturity.

Economic News

The U.S. economy showed notable improvement in June. The labor market surprisingly added 4.8 million jobs, and the unemployment rate fell for the second straight month from 13.3% to 11.1%. Retail sales jumped 7.5%, and consumer confidence measures rose as states continued to ease coronavirus restrictions but remain well below pre-pandemic levels. Both manufacturing and non-manufacturing sectors rebounded as major parts of the country opened back up ending three months of contraction caused by the coronavirus. Industrial production - the combined output of factories, utilities, and mines - rose 5.4% from a month earlier. The gain was driven by an increase in manufacturing and motor vehicle output. The CPI (Consumer Price Index) rose 0.6% in June as states were broadening efforts to reopen. Demand picked up, and businesses had the ability to raise prices. Housing numbers surged in June. Existing homes sales rebounded 20.7% from pandemic fueled lows, and new home sales rose 13.8%. On June 10, 2020, the Federal Open Market Committee voted to keep the federal funds rate unchanged at the target range of 0.0% - 0.25%.



BENCHMARK COMPARISON AS OF JUNE 30, 2020

<i>3 Month T-Bill:</i> 0.16%	<i>1 Year T-Bill:</i> 0.18%
<i>6 Month T-Bill:</i> 0.18%	<i>LAIF:</i> 1.22%
<i>OCFA Portfolio:</i> 0.59%	

PORTFOLIO SIZE, YIELD, & DURATION

	<u><i>Current Month</i></u>	<u><i>Prior Month</i></u>	<u><i>Prior Year</i></u>
<i>Book Value-</i>	\$187,514,436	\$198,715,085	\$179,881,999
<i>Yield to Maturity (365 day)</i>	0.63%	0.72%	2.31%
<i>Effective Rate of Return</i>	0.59%	0.68%	2.35%
<i>Days to Maturity</i>	38	42	50



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
June 30, 2020

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Call / Maturity	YTM / Call 360 Equiv.	YTM / Call 365 Equiv.
Federal Agency Coupon Securities	16,000,000.00	16,016,920.00	16,017,286.54	9.83	1,163	45	0.197	0.200
Federal Agency Disc. -Amortizing	72,000,000.00	71,977,200.00	71,982,490.00	44.16	127	75	0.115	0.117
Local Agency Investment Funds	75,000,000.00	75,368,459.63	75,000,000.00	46.01	1	1	1.200	1.217
Investments	163,000,000.00	163,362,579.63	162,999,776.54	100.00%	171	38	0.622	0.631

Cash and Accrued Interest

Passbook/Checking (not included in yield calculations)	24,096,723.30	24,096,723.30	24,096,723.30		1	1	0.000	0.000
Accrued Interest at Purchase		55,133.33	55,133.33					
Subtotal		24,151,856.63	24,151,856.63					
Total Cash and Investments	187,096,723.30	187,514,436.26	187,151,633.17		171	38	0.622	0.631

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	92,758.71	2,589,244.54	2,589,244.54
Average Daily Balance	190,431,907.50	158,156,223.83	
Effective Rate of Return	0.59%	1.63%	

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2020. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak 7/3/20
 Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 187,151,633.17
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ 362,803.09
Total	\$ 187,514,436.26

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
June 30, 2020

(See Note 1 on page 9)

(See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Call / Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			0.00	0.00	0.00	0.010	0.010	1	
Subtotal and Average			27,553,696.80		0.00	0.00	0.00		0.000	0	
Federal Agency Coupon Securities											
3135G0X65	1004	Fed Natl Mortg Assoc (Callable on 7/24/20)		04/23/2020	12,000,000.00	12,012,960.00	12,013,177.79	1.850	0.130	23	07/24/2023
3135G03D3	1005	Fed Natl Mortg Assoc (Callable on 10/20/20)		04/23/2020	4,000,000.00	4,003,960.00	4,004,108.75	0.750	0.410	111	04/20/2023
Subtotal and Average			17,492,890.70		16,000,000.00	16,016,920.00	16,017,286.54		0.200	45	
Federal Agency Disc. -Amortizing											
313396J20	1000	Freddie Mac		04/23/2020	12,000,000.00	11,995,320.00	11,996,590.00	0.110	0.113	93	10/02/2020
313396G49	1001	Freddie Mac		04/23/2020	12,000,000.00	11,996,280.00	11,997,103.33	0.110	0.113	79	09/18/2020
313396E66	1002	Freddie Mac		04/23/2020	12,000,000.00	11,997,000.00	11,997,616.67	0.110	0.113	65	09/04/2020
313396C84	1003	Freddie Mac		04/23/2020	12,000,000.00	11,997,480.00	11,998,130.00	0.110	0.113	51	08/21/2020
313396A37	1007	Freddie Mac		05/28/2020	12,000,000.00	11,998,800.00	11,998,900.00	0.110	0.113	30	07/31/2020
313384P45	1008	Fed Home Loan Bank		06/30/2020	12,000,000.00	11,992,320.00	11,994,150.00	0.130	0.134	135	11/13/2020
Subtotal and Average			70,385,320.00		72,000,000.00	71,977,200.00	71,982,490.00		0.117	75	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmnt Fund			75,000,000.00	75,368,459.63	75,000,000.00	1.217	1.217	1	
Subtotal and Average			75,000,000.00		75,000,000.00	75,368,459.63	75,000,000.00		1.217	1	
Total and Average			190,431,907.50		163,000,000.00	163,362,579.63	162,999,776.54		0.631	38	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
June 30, 2020

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2019	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2019	24,076,723.30	24,076,723.30	24,076,723.30		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		55,133.33	55,133.33			1
				Subtotal		24,151,856.63	24,151,856.63			
Total Cash and Investments			190,431,907.50		187,096,723.30	187,514,436.26	187,151,633.17		0.631	38

Orange County Fire Authority

In service of others!



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of July 1, 2020

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	(07/01/2020 - 07/01/2020)	4 Maturities	0 Payments	99,096,723.30	52.97%	99,096,723.30	99,465,182.93	
Aging Interval:	1 - 30 days	(07/02/2020 - 07/31/2020)	1 Maturities	0 Payments	12,000,000.00	6.41%	11,998,900.00	11,998,800.00	
Aging Interval:	31 - 60 days	(08/01/2020 - 08/30/2020)	1 Maturities	0 Payments	12,000,000.00	6.41%	11,998,130.00	11,997,480.00	
Aging Interval:	61 - 91 days	(08/31/2020 - 09/30/2020)	2 Maturities	0 Payments	24,000,000.00	12.82%	23,994,720.00	23,993,280.00	
Aging Interval:	92 - 121 days	(10/01/2020 - 10/30/2020)	1 Maturities	0 Payments	12,000,000.00	6.41%	11,996,590.00	11,995,320.00	
Aging Interval:	122 - 152 days	(10/31/2020 - 11/30/2020)	1 Maturities	0 Payments	12,000,000.00	6.41%	11,994,150.00	11,992,320.00	
Aging Interval:	153 - 183 days	(12/01/2020 - 12/31/2020)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00	
Aging Interval:	184 - 274 days	(01/01/2021 - 04/01/2021)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00	
Aging Interval:	275 - 365 days	(04/02/2021 - 07/01/2021)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00	
Aging Interval:	366 - 1095 days	(07/02/2021 - 07/01/2023)	1 Maturities	0 Payments	4,000,000.00	2.14%	4,004,108.75	4,003,960.00	
Aging Interval:	1096 - 1825 days	(07/02/2023 - 06/30/2025)	1 Maturities	0 Payments	12,000,000.00	6.42%	12,013,177.79	12,012,960.00	
Aging Interval:	1826 days and after	(07/01/2025 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00	
			Total for	12 Investments	0 Payments		100.00	187,096,499.84	187,459,302.93



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2020 includes an increase of \$368,460 to the LAIF investment and a decrease of (\$5,657) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.



Local Agency Investment Fund (LAIF)

As of June 30, 2020, OCFA has \$75,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of June 30, 2020 is 1.004912795. When applied to OCFA's LAIF investment, the fair value is \$75,368,460 or \$368,460 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at June 30, 2020 is included on the following page.



State of California Pooled Money Investment Account Market Valuation 6/30/2020

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch.		
1* United States Treasury:				
Bills	\$ 23,981,651,409.11	\$ 24,057,110,770.12	\$ 24,086,038,500.00	NA
Notes	\$ 28,916,240,318.04	\$ 28,914,282,796.34	\$ 29,340,004,500.00	\$ 125,755,726.50
1* Federal Agency:				
SBA	\$ 486,745,410.00	\$ 486,745,410.00	\$ 482,514,375.35	\$ 206,984.81
MBS-REMICs	\$ 17,080,376.76	\$ 17,080,376.76	\$ 18,042,305.76	\$ 79,578.32
Debentures	\$ 2,081,903,495.66	\$ 2,081,807,732.33	\$ 2,103,282,210.00	\$ 8,935,239.97
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 1,025,000,000.00	\$ 1,025,000,000.00	\$ 1,027,343,500.00	\$ 857,834.00
Discount Notes	\$ 16,570,990,090.25	\$ 16,612,067,694.50	\$ 16,617,801,000.00	NA
1* Supranational Debentures	\$ 614,688,043.27	\$ 614,656,765.49	\$ 619,258,800.00	\$ 3,295,333.75
1* Supranational Debentures FR	\$ 200,128,103.33	\$ 200,128,103.33	\$ 200,124,773.71	\$ 399,965.53
2* CDs and YCDs FR	\$ 500,000,000.00	\$ 500,000,000.00	\$ 500,132,000.00	\$ 110,622.74
2* Bank Notes	\$ 100,000,000.00	\$ 100,000,000.00	\$ 100,198,708.70	\$ 674,222.22
2* CDs and YCDs	\$ 12,700,650,610.28	\$ 12,700,428,388.06	\$ 12,706,251,524.80	\$ 40,862,527.80
2* Commercial Paper	\$ 7,719,088,172.29	\$ 7,736,449,795.89	\$ 7,741,500,020.04	NA
1* Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -	\$ -
1* Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1* Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 5,488,990,000.00	\$ 5,488,990,000.00	\$ 5,488,990,000.00	NA
AB 55 & GF Loans	\$ 575,596,000.00	\$ 575,596,000.00	\$ 575,596,000.00	NA
TOTAL	\$ 100,978,752,028.99	\$ 101,110,343,832.82	\$ 101,607,078,218.36	\$ 181,178,035.64

Fair Value Including Accrued Interest

\$ 101,788,256,254.00

* Governmental Accounting Standards Board (GASB) Statement #72

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.004912795).
As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,098,255.90 or \$20,000,000.00 x 1.004912795.



Orange County Fire Authority

Preliminary Investment Report

July 24, 2020



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
July 24, 2020

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

(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Call / Maturity	YTM / Call 360 Equiv.	YTM / Call 365 Equiv.
Federal Agency Coupon Securities	4,000,000.00	4,003,160.00	4,003,204.07	2.46	1,092	87	0.404	0.410
Federal Agency Disc. -Amortizing	72,000,000.00	71,989,800.00	71,987,930.00	44.17	127	51	0.115	0.117
Treasury Discounts -Amortizing	12,000,000.00	11,997,120.00	11,996,446.67	7.36	105	82	0.132	0.134
Local Agency Investment Funds	75,000,000.00	75,368,459.63	75,000,000.00	46.02	1	1	1.200	1.217
Investments	163,000,000.00	163,358,539.63	162,987,580.74	100.00%	91	31	0.623	0.631
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	7,479,972.76	7,479,972.76	7,479,972.76		1	1	0.000	0.000
Accrued Interest at Purchase		250.00	250.00					
Subtotal		7,480,222.76	7,480,222.76					
Total Cash and Investments	170,479,972.76	170,838,762.39	170,467,803.50		91	31	0.623	0.631

Total Earnings	July 24 Month Ending	Fiscal Year To Date
Current Year	68,553.97	68,553.97
Average Daily Balance	182,833,039.03	182,833,039.03
Effective Rate of Return	0.57%	0.57%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2020. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak
 Patricia Jakubiak, Treasurer 7/31/20

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 170,467,803.50
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ 362,803.09
Total	\$ 170,830,606.59

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
July 24, 2020

(See Note 1 on page 18)

(See Note 2 on page 18)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Call / Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations		07/01/2020	0.00	0.00	0.00	0.010	0.010	1	
Subtotal and Average			8,841,900.40		0.00	0.00	0.00		0.000	0	
Federal Agency Coupon Securities											
3135G03D3	1005	Fed Natl Mortg Assoc (Callable on 10/20/20)		04/23/2020	4,000,000.00	4,003,160.00	4,003,204.07	0.750	0.410	87	04/20/2023
Subtotal and Average			15,509,677.38		4,000,000.00	4,003,160.00	4,003,204.07		0.410	87	
Federal Agency Disc. -Amortizing											
313396J20	1000	Freddie Mac		04/23/2020	12,000,000.00	11,997,600.00	11,997,470.00	0.110	0.113	69	10/02/2020
313396G49	1001	Freddie Mac		04/23/2020	12,000,000.00	11,998,440.00	11,997,983.33	0.110	0.113	55	09/18/2020
313396E66	1002	Freddie Mac		04/23/2020	12,000,000.00	11,998,800.00	11,998,496.67	0.110	0.113	41	09/04/2020
313396C84	1003	Freddie Mac		04/23/2020	12,000,000.00	11,999,400.00	11,999,010.00	0.110	0.113	27	08/21/2020
313396A37	1007	Freddie Mac		05/28/2020	12,000,000.00	11,999,880.00	11,999,780.00	0.110	0.113	6	07/31/2020
313384P45	1008	Fed Home Loan Bank		06/30/2020	12,000,000.00	11,995,680.00	11,995,190.00	0.130	0.134	111	11/13/2020
Subtotal and Average			71,985,323.34		72,000,000.00	71,989,800.00	71,987,930.00		0.117	51	
Treasury Discounts -Amortizing											
9127962R9	1009	US Treasury Bill		07/02/2020	12,000,000.00	11,997,120.00	11,996,446.67	0.130	0.134	82	10/15/2020
Subtotal and Average			11,496,137.92		12,000,000.00	11,997,120.00	11,996,446.67		0.134	82	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			75,000,000.00	75,368,459.63	75,000,000.00	1.217	1.217	1	
Subtotal and Average			75,000,000.00		75,000,000.00	75,368,459.63	75,000,000.00		1.217	1	
Total and Average			182,833,039.03		163,000,000.00	163,358,539.63	162,987,580.74		0.631	31	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
July 24, 2020

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2020	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2020	7,459,972.76	7,459,972.76	7,459,972.76		0.000	1
		Average Balance	0.00	Accrued Interest at Purchase		250.00	250.00			1
				Subtotal		7,480,222.76	7,480,222.76			
		Total Cash and Investments	182,833,039.03		170,479,972.76	170,838,762.39	170,467,803.50		0.631	31

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of July 25, 2020

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	(07/25/2020 - 07/25/2020)	4 Maturities	0 Payments	82,479,972.76	48.38%	82,479,972.76	82,848,432.39
Aging Interval:	1 - 30 days	(07/26/2020 - 08/24/2020)	2 Maturities	0 Payments	24,000,000.00	14.08%	23,998,790.00	23,999,280.00
Aging Interval:	31 - 60 days	(08/25/2020 - 09/23/2020)	2 Maturities	0 Payments	24,000,000.00	14.08%	23,996,480.00	23,997,240.00
Aging Interval:	61 - 91 days	(09/24/2020 - 10/24/2020)	2 Maturities	0 Payments	24,000,000.00	14.08%	23,993,916.67	23,994,720.00
Aging Interval:	92 - 121 days	(10/25/2020 - 11/23/2020)	1 Maturities	0 Payments	12,000,000.00	7.04%	11,995,190.00	11,995,680.00
Aging Interval:	122 - 152 days	(11/24/2020 - 12/24/2020)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(12/25/2020 - 01/24/2021)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(01/25/2021 - 04/25/2021)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(04/26/2021 - 07/25/2021)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(07/26/2021 - 07/25/2023)	1 Maturities	0 Payments	4,000,000.00	2.35%	4,003,204.07	4,003,160.00
Aging Interval:	1096 days and after	(07/26/2023 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			12 Investments	0 Payments			170,467,553.50	170,838,512.39



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2020 includes an increase of \$368,460 to the LAIF investment and a decrease of (\$5,657) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

Local Agency Investment Fund (LAIF). A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$50 million for any agency (*excluding bond funds, which have no maximum*). It offers high liquidity because

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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

Orange County Fire Authority Monthly Investment Report



Final Report – July 2020

Preliminary Report – August 2020



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Orange County Fire Authority

Final Investment Report

July 31, 2020



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of July 2020, the size of the portfolio decreased by \$15.4 million to \$172.1 million. Significant receipts for the month included cash contract payments, apportionments of property taxes, intergovernmental agency and grant payments and other charges for current services totaling \$18.5 million. Significant disbursements for the month included primarily two biweekly payrolls which were approximately \$14.0 million each with related benefits. Total July cash outflows amounted to approximately \$35.6 million. The portfolio's balance is expected to decrease in August as there are no major receipts scheduled for the month.

In July, as the new fiscal year started, the portfolio's yield to maturity (365-day equivalent) declined by 10 basis points to 0.53%. The effective rate of return decreased by 14 basis points to .45% for the month, and the average maturity of the portfolio shortened by 8 days to 30 days to maturity.

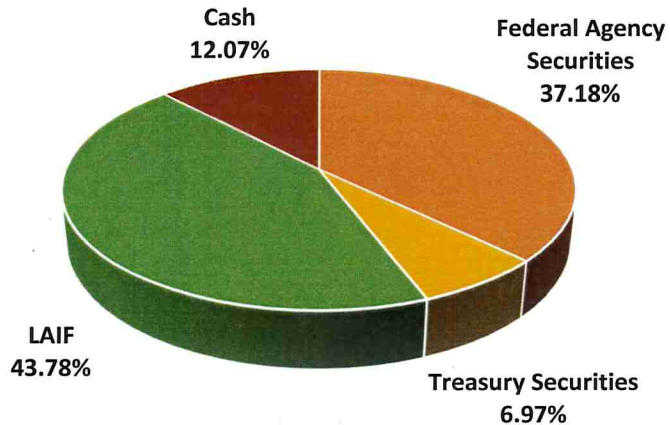
Economic News

Data for July suggests the U.S. economy is growing but still faces threats as it digs out of a severe recession. The labor market added 1.8 million jobs, and the unemployment rate fell for the third straight month from 11.1% to 10.2%. Retail sales rose 1.2% in July marking the third consecutive monthly gain. Consumer confidence measures fell as coronavirus cases surged across the country, shuttering bars and other businesses and raising concerns about the future of the economy. Manufacturing expanded for the third straight month, but production remains below pre-pandemic levels and not all jobs are coming back soon. The non-manufacturing/service sector also expanded for the second straight month. Industrial production - the combined output of factories, utilities, and mines - rose 3% from a month earlier. The Consumer Price Index rose for the second straight month after declines in March, April and May. Prices were up 0.6% from last month and 1.6% from last year. Housing numbers surged again in July. Existing homes sales rebounded 24.7%, and new home sales rose 13.9% as low mortgage rates helped fuel a suburban construction boom. On July 29, 2020, the Federal Open Market Committee voted to keep the federal funds rate unchanged at the target range of 0.0% - 0.25% where it has been since March. Fed Chair Powell said the U.S. economic recovery will depend to a large extent on efforts to check the coronavirus. He also said that until the virus is contained, the labor market will not be able to fully recover, leaving people in need of support.

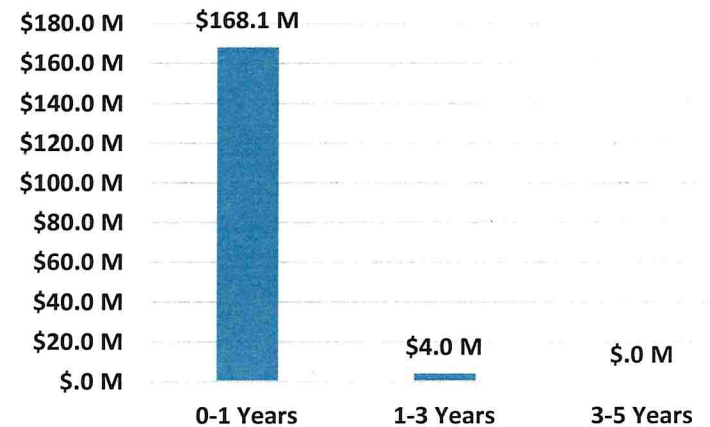


PORTFOLIO HAS AMPLE LIQUIDITY AND IS EXCEEDING TREASURY BENCHMARKS AS OF JULY 31, 2020

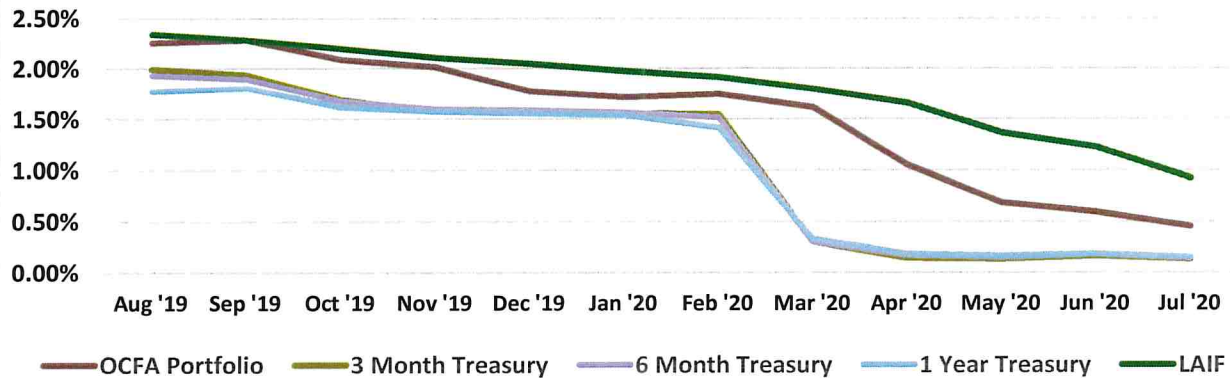
Market Value \$172,140,983



Aging Summary



12 Month Benchmarks





BENCHMARK COMPARISON AS OF JULY 31, 2020

3 Month T-Bill:	0.13%	1 Year T-Bill:	0.15%
6 Month T-Bill:	0.14%	LAIF:	0.92%
OCFA Portfolio: 0.45%			

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$172,131,134	\$187,514,436	\$161,787,962
Yield to Maturity (365 day)	0.53%	0.63%	2.28%
Effective Rate of Return	0.45%	0.59%	2.26%
Days to Maturity	30	38	40



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
July 31, 2020

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Call / Maturity	YTM / Call 360 Equiv.	YTM / Call 365 Equiv.
Federal Agency Coupon Securities	4,000,000.00	4,003,360.00	4,002,977.90	2.65	1,092	80	0.404	0.410
Federal Agency Disc. -Amortizing	60,000,000.00	59,992,560.00	59,989,480.01	39.73	140	54	0.116	0.117
Treasury Discounts -Amortizing	12,000,000.00	11,997,480.00	11,996,750.00	7.95	105	75	0.132	0.134
Local Agency Investment Funds	75,000,000.00	75,368,459.63	75,000,000.00	49.67	1	1	0.907	0.920
	151,000,000.00	151,361,859.63	150,989,207.91	100.00%	93	30	0.518	0.525
Investments								
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	20,778,873.02	20,778,873.02	20,778,873.02		1	1	0.000	0.000
Accrued Interest at Purchase		250.00	250.00					
Subtotal		20,779,123.02	20,779,123.02					
Total Cash and Investments	171,778,873.02	172,140,982.65	171,768,330.93		93	30	0.518	0.525

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	69,267.96	69,267.96
Average Daily Balance	180,202,204.13	180,202,204.13
Effective Rate of Return	0.45%	0.45%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2020. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

8/7/20

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 171,768,330.93
GASB 31 Adjustment to Books (See Note 3 on page 9)	\$ 362,803.09
Total	\$ 172,131,134.02

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
July 31, 2020

(See Note 1 on page 9)

(See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Call / Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations		07/01/2020	0.00	0.00	0.00	0.010	0.010	1	
Subtotal and Average			9,081,961.64		0.00	0.00	0.00		0.000	0	
Federal Agency Coupon Securities											
3135G03D3	1005	Fed Natl Mortg Assoc (Callable on 10/20/20)		04/23/2020	4,000,000.00	4,003,360.00	4,002,977.90	0.750	0.410	80	04/20/2023
Subtotal and Average			12,911,408.64		4,000,000.00	4,003,360.00	4,002,977.90		0.410	80	
Federal Agency Disc. -Amortizing											
313396J20	1000	Freddie Mac		04/23/2020	12,000,000.00	11,998,200.00	11,997,726.67	0.110	0.113	62	10/02/2020
313396G49	1001	Freddie Mac		04/23/2020	12,000,000.00	11,998,680.00	11,998,240.00	0.110	0.113	48	09/18/2020
313396E66	1002	Freddie Mac		04/23/2020	12,000,000.00	11,999,040.00	11,998,753.33	0.110	0.113	34	09/04/2020
313396C84	1003	Freddie Mac		04/23/2020	12,000,000.00	11,999,640.00	11,999,266.67	0.110	0.113	20	08/21/2020
313384P45	1008	Fed Home Loan Bank		06/30/2020	12,000,000.00	11,997,000.00	11,995,493.34	0.130	0.134	104	11/13/2020
Subtotal and Average			71,599,018.71		60,000,000.00	59,992,560.00	59,989,480.01		0.117	54	
Treasury Discounts -Amortizing											
9127962R9	1009	US Treasury Bill		07/02/2020	12,000,000.00	11,997,480.00	11,996,750.00	0.130	0.134	75	10/15/2020
Subtotal and Average			11,609,150.00		12,000,000.00	11,997,480.00	11,996,750.00		0.134	75	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			75,000,000.00	75,368,459.63	75,000,000.00	0.920	0.920	1	
Subtotal and Average			75,000,665.14		75,000,000.00	75,368,459.63	75,000,000.00		0.920	1	
Total and Average			180,202,204.13		151,000,000.00	151,361,859.63	150,989,207.91		0.525	30	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
July 31, 2020

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2020	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2020	20,758,873.02	20,758,873.02	20,758,873.02		0.000	1
		Average Balance	0.00	Accrued Interest at Purchase		250.00	250.00			1
				Subtotal		20,779,123.02	20,779,123.02			
		Total Cash and Investments	180,202,204.13		171,778,873.02	172,140,982.65	171,768,330.93		0.525	30

Orange County Fire Authority

In service of others!



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of August 1, 2020

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(08/01/2020 - 08/01/2020)	4 Maturities 0 Payments	95,778,873.02	55.76%	95,778,873.02	96,147,332.65
Aging Interval:	1 - 30 days	(08/02/2020 - 08/31/2020)	1 Maturities 0 Payments	12,000,000.00	6.99%	11,999,266.67	11,999,640.00
Aging Interval:	31 - 60 days	(09/01/2020 - 09/30/2020)	2 Maturities 0 Payments	24,000,000.00	13.97%	23,996,993.33	23,997,720.00
Aging Interval:	61 - 91 days	(10/01/2020 - 10/31/2020)	2 Maturities 0 Payments	24,000,000.00	13.97%	23,994,476.67	23,995,680.00
Aging Interval:	92 - 121 days	(11/01/2020 - 11/30/2020)	1 Maturities 0 Payments	12,000,000.00	6.99%	11,995,493.34	11,997,000.00
Aging Interval:	122 - 152 days	(12/01/2020 - 12/31/2020)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(01/01/2021 - 01/31/2021)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(02/01/2021 - 05/02/2021)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(05/03/2021 - 08/01/2021)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(08/02/2021 - 08/01/2023)	1 Maturities 0 Payments	4,000,000.00	2.33%	4,002,977.90	4,003,360.00
Aging Interval:	1096 days and after	(08/02/2023 -)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00
Total for			11 Investments 0 Payments		100.00	171,768,080.93	172,140,732.65



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2020 includes an increase of \$368,460 to the LAIF investment and a decrease of (\$5,657) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.



Local Agency Investment Fund (LAIF)

As of July 31, 2020, OCFA has \$75,000,000 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of June 30, 2020 is 1.004912795. When applied to OCFA's LAIF investment, the fair value is \$75,368,460 or \$368,460 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at July 31, 2020 is included on the following page.



State of California
Pooled Money Investment Account
Market Valuation
7/31/2020

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	\$ 37,037,846,401.44	\$ 37,136,744,500.00	NA
Notes	\$ 27,314,900,652.24	\$ 27,709,185,500.00	\$ 137,540,407.50
Federal Agency:			
SBA	\$ 483,568,039.16	\$ 479,340,863.20	\$ 205,602.00
MBS-REMICs	\$ 16,880,911.20	\$ 17,819,018.91	\$ 78,618.97
Debentures	\$ 2,316,436,805.46	\$ 2,336,799,260.00	\$ 9,109,545.86
Debentures FR	\$ -	\$ -	\$ -
Debentures CL	\$ 625,000,000.00	\$ 627,204,500.00	\$ 1,436,165.50
Discount Notes	\$ 15,695,584,347.24	\$ 15,720,708,000.00	NA
Supranational Debentures	\$ 614,688,043.27	\$ 618,008,900.00	\$ 4,377,582.75
Supranational Debentures FR	\$ 200,128,103.33	\$ 200,086,704.53	\$ 44,854.32
CDs and YCDs FR	\$ 500,000,000.00	\$ 500,112,000.00	\$ 282,033.38
Bank Notes	\$ 100,000,000.00	\$ 100,112,541.85	\$ 815,444.44
CDs and YCDs	\$ 14,350,650,610.28	\$ 14,354,665,447.95	\$ 24,355,166.66
Commercial Paper	\$ 8,399,972,769.53	\$ 8,417,405,112.79	NA
Corporate:			
Bonds FR	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -
Repurchase Agreements	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -
Time Deposits	\$ 5,261,490,000.00	\$ 5,261,490,000.00	NA
AB 55 & GF Loans	\$ 621,001,000.00	\$ 621,001,000.00	NA
TOTAL	\$ 113,538,147,683.15	\$ 114,100,683,349.23	\$ 178,245,421.38

Fair Value Including Accrued Interest \$ 114,278,928,770.61

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).



Orange County Fire Authority

Preliminary Investment Report

August 21, 2020



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
August 21, 2020

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

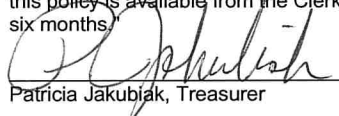
(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Call / Maturity	YTM / Call 360 Equiv.	YTM / Call 365 Equiv.
Federal Agency Coupon Securities	4,000,000.00	4,002,200.00	4,002,186.31	2.88	1,092	59	0.404	0.410
Federal Agency Disc. -Amortizing	48,000,000.00	47,995,800.00	47,993,433.34	34.53	145	41	0.117	0.118
Treasury Discounts -Amortizing	12,000,000.00	11,998,440.00	11,997,660.00	8.63	105	54	0.132	0.134
Local Agency Investment Funds	75,000,000.00	75,368,459.63	75,000,000.00	53.96	1	1	0.907	0.920
Investments	139,000,000.00	139,364,899.63	138,993,279.65	100.00%	91	21	0.553	0.561
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	8,299,837.98	8,299,837.98	8,299,837.98		1	1	0.000	0.000
Accrued Interest at Purchase		250.00	250.00					
Subtotal		8,300,087.98	8,300,087.98					
Total Cash and Investments	147,299,837.98	147,664,987.61	147,293,367.63		91	21	0.553	0.561

Total Earnings	August 21 Month Ending	Fiscal Year To Date
Current Year	45,520.37	114,788.33
Average Daily Balance	161,923,075.90	172,820,248.50
Effective Rate of Return	0.49%	0.47%

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2020. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."


 Patricia Jakubiak, Treasurer 8/28/20

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 147,293,367.63
GASB 31 Adjustment to Books (See Note 3 on page 18)	\$ 362,803.09
Total	\$ 147,656,170.72

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
August 21, 2020

(See Note 1 on page 18)

(See Note 2 on page 18)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Call / Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations		07/01/2020	0.00	0.00	0.00	0.010	0.010	1	
Subtotal and Average			11,503,146.30		0.00	0.00	0.00		0.000	0	
Federal Agency Coupon Securities											
3135G03D3	1005	Fed Natl Mortg Assoc (Callable on 10/20/20)		04/23/2020	4,000,000.00	4,002,200.00	4,002,186.31	0.750	0.410	59	04/20/2023
Subtotal and Average			4,002,563.25		4,000,000.00	4,002,200.00	4,002,186.31		0.410	59	
Federal Agency Disc. -Amortizing											
313396J20	1000	Freddie Mac		04/23/2020	12,000,000.00	11,998,920.00	11,998,496.67	0.110	0.113	41	10/02/2020
313396G49	1001	Freddie Mac		04/23/2020	12,000,000.00	11,999,520.00	11,999,010.00	0.110	0.113	27	09/18/2020
313396E66	1002	Freddie Mac		04/23/2020	12,000,000.00	11,999,760.00	11,999,523.33	0.110	0.113	13	09/04/2020
313384P45	1008	Fed Home Loan Bank		06/30/2020	12,000,000.00	11,997,600.00	11,996,403.34	0.130	0.134	83	11/13/2020
Subtotal and Average			59,420,139.69		48,000,000.00	47,995,800.00	47,993,433.34		0.118	41	
Treasury Discounts -Amortizing											
9127962R9	1009	US Treasury Bill		07/02/2020	12,000,000.00	11,998,440.00	11,997,660.00	0.130	0.134	54	10/15/2020
Subtotal and Average			11,997,226.67		12,000,000.00	11,998,440.00	11,997,660.00		0.134	54	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			75,000,000.00	75,368,459.63	75,000,000.00	0.920	0.920	1	
Subtotal and Average			75,000,000.00		75,000,000.00	75,368,459.63	75,000,000.00		0.920	1	
Total and Average			161,923,075.90		139,000,000.00	139,364,899.63	138,993,279.65		0.561	21	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
August 21, 2020

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2020	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2020	8,279,837.98	8,279,837.98	8,279,837.98		0.000	1
		Average Balance	0.00	Accrued Interest at Purchase		250.00	250.00			1
				Subtotal		8,300,087.98	8,300,087.98			
Total Cash and Investments			161,923,075.90		147,299,837.98	147,664,987.61	147,293,367.63		0.561	21

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of August 22, 2020

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(08/22/2020 - 08/22/2020)	4 Maturities 0 Payments	83,299,837.98	56.55%	83,299,837.98	83,668,297.61
Aging Interval:	1 - 30 days	(08/23/2020 - 09/21/2020)	2 Maturities 0 Payments	24,000,000.00	16.29%	23,998,533.33	23,999,280.00
Aging Interval:	31 - 60 days	(09/22/2020 - 10/21/2020)	2 Maturities 0 Payments	24,000,000.00	16.29%	23,996,156.67	23,997,360.00
Aging Interval:	61 - 91 days	(10/22/2020 - 11/21/2020)	1 Maturities 0 Payments	12,000,000.00	8.15%	11,996,403.34	11,997,600.00
Aging Interval:	92 - 121 days	(11/22/2020 - 12/21/2020)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	122 - 152 days	(12/22/2020 - 01/21/2021)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(01/22/2021 - 02/21/2021)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(02/22/2021 - 05/23/2021)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(05/24/2021 - 08/22/2021)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(08/23/2021 - 08/22/2023)	1 Maturities 0 Payments	4,000,000.00	2.72%	4,002,186.31	4,002,200.00
Aging Interval:	1096 days and after	(08/23/2023 -)	0 Maturities 0 Payments	0.00	0.00%	0.00	0.00
			Total for	10 Investments	0 Payments	147,293,117.63	147,664,737.61



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2020 includes an increase of \$368,460 to the LAIF investment and a decrease of (\$5,657) to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.

GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
September 24, 2020

Agenda Item No. 2C
Consent Calendar

Fourth Quarter Financial Newsletter

Contact(s) for Further Information

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

Summary

This routine agenda item is submitted to provide information regarding revenues and expenditures in the General Fund and the Capital Improvement Program Funds through the preliminary close of FY 2019/20.

Prior Board/Committee Action

On September 9, 2020, the Budget and Finance Committee approved the item as recommended by a 7-0 vote (Farias and Rossini absent).

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

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

Attachment(s)

Fourth Quarter Financial Newsletter – July 2019 to June 2020

4th Quarter

July 2019 to June 2020

Financial Newsletter

Summary

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

With the close of the fiscal, General Fund actual revenues met budget estimates and expenditures are slightly lower than anticipated. As of the end of the 4th quarter, OCFA received 99.99% of budgeted revenues and expended 96% of appropriations.

The OCFA expended 48% of the GF CIP, 14.4% of Fire Stations & Facilities, 28.1% of Comm. & Info. Systems, and 80% of the Fire Apparatus budgets. CIP projects not yet completed are anticipated to be rebudgeted to FY2020/21.

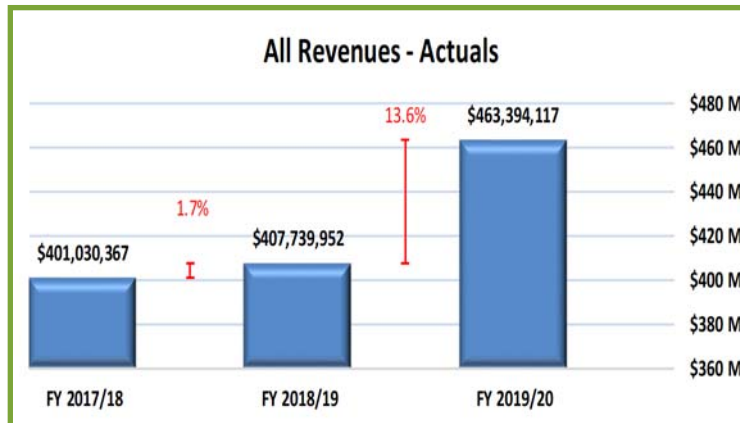
For additional info, see attached newsletter.



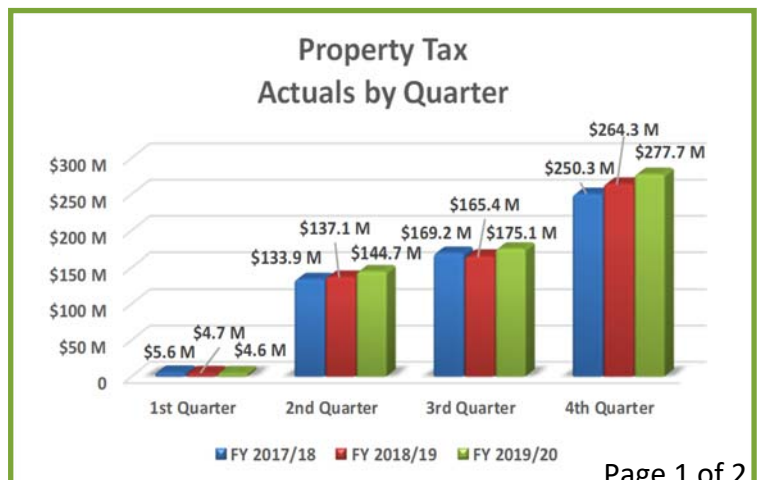
General Fund

REVENUES - General Fund revenues received in FY 2019/20 amounted to \$463.4 million; approximately 13.6% higher than the prior year. The increase is primarily due to new revenues in the 2019/20 fiscal year such as Garden Grove contract charges

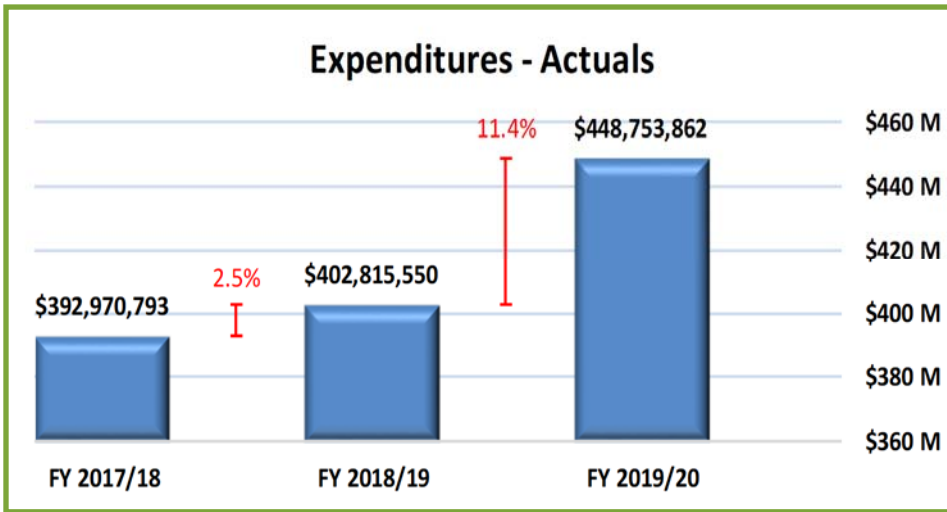
and funding attributed to the FIRIS and NextGen pilot programs. The top five revenues for 2019/20, are Property Taxes, Cash Contracts, State Reimbursements, CRA Pass-Through, and Federal Reimbursements. Overall, General Fund revenue receipts met expectations.



Actual Property tax revenue of \$277.7M increased 5.1% or \$13.5M over the prior year primarily due to growth in Secured Property Tax. Secured Property tax growth has been driven by price appreciation and new construction throughout the County.



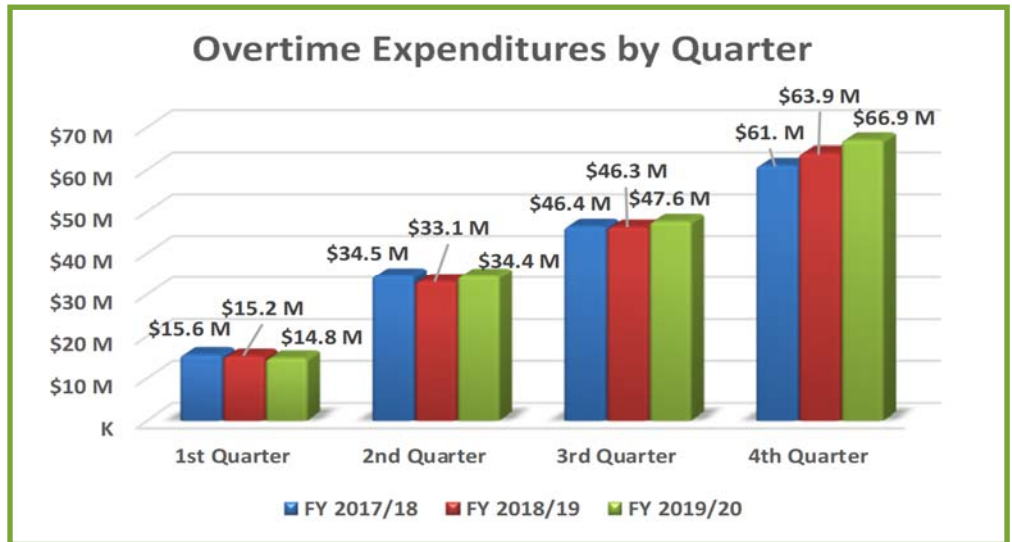
EXPENDITURES — General Fund expenditures through the 4th quarter amounted to \$448.8 million and



reflect an increase of 11.4% when compared to the prior fiscal year primarily due Garden Grove joining the OCFA as well as the FIRIS and NextGen pilot programs. General Fund expenditures were under budget by \$17.0 million or 3.6%. Lower than budgeted expenditures were the result of lower salary and employee benefit costs due to vacancies and uncompleted multi-year grant-funded

projects anticipated to be re-budgeted in 2020/21.

The following Overtime Expenditures by Quarter chart captures historical cumulative overtime expenditures from fiscal year 2017/18 through the 4th Quarter of 2019/20. Actual overtime expenditures are trending slightly higher than last year. Overtime expenses increased this year over last due to emergency incidents, the COVID-19 response, and upstaffing for high fire risk weather conditions such as the October and November 2019 wind events.



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



Orange County Fire Authority

Fourth Quarter Financial Newsletter – July 2019 to June 2020

OVERVIEW

This report covers fiscal activities in the General Fund and CIP Funds through the fourth quarter and close of Fiscal Year 2019/20. Budget figures include all budget adjustments authorized by the Board through the end of the fiscal year.

GENERAL FUND

With 100% of the year completed, General Fund revenues are 100.0% of budget and expenditures are 96.4% as shown below:

General Fund (excludes 12110)	YTD Actual	Budget	Variance in Dollars	% Variance
Revenues	463,809,688	463,846,649	36,961	100.0%
Expenditures	448,753,862	465,747,870	16,994,008	96.4%

Top Five Revenues. The analysis presented below compares the five largest revenue categories received through the fourth quarter, as compared to the budget for the fiscal year. Categories in which the variance is exceeded by 10% or \$1 million, are discussed below the table.

Top Five Revenues	YTD Actual Receipts	Budget	Variance: Actual to Budget in Dollars	% Variance
Property Taxes	277,721,815	274,312,362	3,409,453	1%
Cash Contracts	126,182,384	125,650,169	532,215	0%
State Reimbursements	17,482,154	21,943,659	(4,461,505)	-20%
CRA Pass-through	14,029,513	15,267,155	(1,237,642)	-8%
Federal Reimbursements	9,776,568	8,598,746	1,177,822	14%
Total	445,192,434	445,772,091	(579,657)	0%

- Property Taxes** – The variance in property taxes of \$3.4 million, or 1%, is a result of higher property tax revenue for FY 2019/20 than anticipated, primarily in the secured and unsecured property tax categories. The secured category exceeded budget by \$2.5 million and the unsecured category exceeded by \$625K.
- State Reimbursements** – This revenue line includes grant revenues which are reimbursable, meaning revenues are recognized as allowable expenses are incurred. The variance is due to the CAL FIRE grant for Invasive Tree Pest Mitigation and Fuels Reduction of \$5.5 million and is designed to be a multi-year effort. The remaining expected revenue budget will be included in the Carryover of FY 2019/20 to FY 2020/21.
- CRA Pass-through** – This variance is primarily due to CRA pass-through revenue for the County of Orange coming in lower than estimated. The CRA Pass-through revenue budget is calculated by OCFA’s Property Tax Consultant and is based on estimated taxes collected by the County. A decrease in pass-through correlates to a decrease in overall revenue

collected by the County in the Redevelopment Areas for the year. Staff will continue to monitor this revenue source.

- **Federal Reimbursements** – The variance of \$1.2M in federal reimbursements is primarily a result of Disaster Relief reimbursements exceeding the budgeted amount. This includes \$718K in Assistance to Firefighters Grant (AFG-S) reimbursement for COVID-19 PPE received in late June. Most of these reimbursements were received after the estimate approved as part of the June budget adjustment. In addition, staff will be submitting a FEMA reimbursement request for approximately \$4.1M in COVID-19 related costs with funds anticipated to be received during FY2020/21.

Expenditures. The analysis presented below compares the actual expenditures through the fourth quarter, as compared to the budget for the fiscal year. Categories in which the variance is exceeded by 10% or \$1 million, are discussed below the table.

Expenditures by Department	YTD Actual Expenditures	Budget	Variance: Actual to Budget in Dollars	% Variance
Business Services	27,657,749	28,095,105	(437,356)	-2%
Command & Emergency Planning	8,958,660	8,377,593	581,067	7%
Community Risk Reduction	10,460,329	11,664,231	(1,203,902)	-10%
EMS	5,536,471	5,725,455	(188,984)	-3%
Executive Management	7,598,441	8,543,270	(944,829)	-11%
Human Resources	9,824,247	11,182,412	(1,358,165)	-12%
Logistics	35,697,193	36,308,616	(611,423)	-2%
Operations	313,575,124	318,002,479	(4,427,355)	-1%
Special Operations	29,445,646	37,848,709	(8,403,063)	-22%
Total	448,753,862	465,747,870	(16,994,008)	-4%

- **Community Risk Reduction** – This department was under budget in Salaries and Benefits by approximately \$1.2M due to vacancies and the underfilling of positions.
- **Executive Management** – This department is below budget estimates due to the Operations Support Fire Captain vacancy and partial year vacancy savings related to the Deputy Fire Chief of Emergency Operations. In addition, Corporate Communications is included in the Executive Management Department and had three vacancies that included Fire Captain PIO, Community Education Supervisor and Community Education Specialist positions.
- **Human Resources** – This department is below budget estimates by approximately \$1.4M or 12%. This is primarily due to savings in the Professional & Specialized Services category.
- **Operations** – This department closed the year under budget by \$4.4 million, \$3.3M in Salaries and Benefits and \$1.1M in Services and Supplies and Equipment. Salary savings from vacant positions was offset by overtime expenses which exceeded budget in the Salary and Employee Benefits category.

- **Special Operations** – This division ended under budget by 22% or \$8.4 million, primarily due to multi-year grant projects. Unused grant funds are included in the Carryover request to FY 2020/21.

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

Expenditures by Type	YTD Actual Expenditures	Budget	Variance: Actual to Budget in Dollars	% Variance
Salary and Employee Benefits	394,606,090	400,620,875	(6,014,785)	-2%
Services and Supplies	51,872,910	61,328,056	(9,455,146)	-15%
Equipment	2,274,862	3,798,939	(1,524,077)	-40%
Total	448,753,862	465,747,870	(16,994,008)	-4%

- **Salary & Employee Benefits** – This category closed the year under budget by approximately \$6.0 million or 2%. This is primarily due to vacancies throughout the Authority. The Carryover request to fiscal year 2020/21 includes approximately \$915K in S&EB expenditures for grant projects.
- **Services and Supplies** – Actual expenditures finished approximately \$9.5 million or 15% under budget through preliminary close of the fiscal year. Significant grant projects and other funding requests of \$9.6 million of S&S expenditures are included in the Carryover request to fiscal year 2020/21.
- **Equipment** – This category is under budget by 40% or approximately \$1.5M. This is primarily due to grant funded equipment funds that were not expended during the course of the fiscal year. These grant funds will be used to be purchase equipment next fiscal year and will be included in the FY 2020/21 Carryover request.

CIP FUNDS

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

General Fund CIP

Fund 12110	YTD Actual	Budget	Percent
Expenditures	4,268,584	8,900,884	48.0%

- This Fund receives transfers from the General Fund as its revenue source.
- Appropriations of \$8.9 million include funding for routine maintenance and replacement of equipment such as tablets, PCs, laptops, printers, 800 MHz radios, VHF radios, MDC system, fire station telephone/alarm system upgrade, network servers, data storage, CPR auto continuous chest compression devices, high pressure airbags, fire shelters, thermal imaging cameras, fire station bathroom gender accommodation projects, FS 41 tarmac repairs and dormitory privacy, FS 51 painting and leak repairs, and FS 6 and 26 kitchen, flooring and/or bathroom remodels.

- Expenditures of approximately \$3.4 million are attributable to the CPR auto continuous chest compression devices, and various IT and Property Management projects. Approximately \$4.3 million in project funding is included in the Carryover request to FY 2019/20.

Fire Stations and Facilities

Fund 123	YTD Actual	Budget	Percent
Revenue	1,024,707	935,515	109.5%
Expenditures	1,373,662	9,511,707	14.4%

- Revenues in this fund are attributable to interest earned through the fourth quarter and an unbudgeted developer contribution.
- Appropriations of \$9.5 million include funding for replacement of Fire Station 9, 10, and 12, RFOTC Training Grounds expansion and upgrade; FS 49 Apparatus bay floor reconstruction, infrastructure security enhancements, retrofit of existing fire station life and safety systems, US&R warehouse training center improvements, and FS 42 site stabilization.
- Expenditures of \$1.2 million through the fourth quarter are attributable to the RFOTC Training Grounds expansion and upgrade. Approximately \$6.0 million in project funding is included in the Carryover request to FY 2020/21. Funding for FS 9 (Mission Viejo) has been deferred while Property Management is focusing on FS 24.

Communications & Information Systems

Fund 124	YTD Actual	Budget	Percent
Revenue	132,392	119,948	110.4%
Expenditures	1,254,749	4,463,508	28.1%

- Revenues in this fund are attributable to interest earned through the quarter.
- Appropriations of \$4.5 million include funding for: OCFA Enterprise Audio Video Equipment Upgrades, RFOTC Data Center Fire Suppression system, Disaster Recovery Co-Location facility, 800 MHz System Upgrade-OCFA base stations and ECC, Incident Reporting Application Replacement, IFP Replacement, and theHIVE cloud upgrade
- Expenditures through the fourth quarter occurred in all projects with the exception of theHive cloud upgrade. Approximately \$2.9 million of project funding is included in the Carryover request to FY 2020/21.

Fire Apparatus

Fund 133	YTD Actual	Budget	Percent
Revenue	2,090,148	2,037,515	102.6%
Expenditures	14,192,807	17,698,655	80.2%

- Revenues in this fund are attributable to vehicle replacement program payments from cash contract cities, and interest earned through the fourth quarter.
- Expenditures in this fund include vehicle outfitting, air utility vehicle, 2 dozer tenders, 2 compact track loaders, a dozer and its tractor, foam tender, 3 full-size 4-door, 4 utility pickups, a superintendent vehicle, 13 Type I engines, a TDA 100' quint, 1 HazMat support vehicle, 6 cargo vans, 7 mid-size pickups, 2 vans, 4 general pickups, and 1 light service truck. Approximately \$2.4 million in project funding is included in the Carryover request to FY 2020/21.

SUMMARY

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
September 24, 2020

Agenda Item No. 2D
Consent Calendar

Annual Investment Report

Contact(s) for Further Information

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Summary

This annual agenda item is submitted to the Budget and Finance Committee in compliance with Section 18.2 of the Orange County Fire Authority's Investment Policy.

Prior Board/Committee Action

On September 9, 2020, the Budget and Finance Committee approved the item as recommended by a 7-0 vote (Farias and Rossini absent).

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Section 18.2 of OCFA's Investment Policy requires that the Treasurer submit an annual report to the Budget and Finance Committee and the Executive Committee following the close of the fiscal year. The attached report certifies that the Treasurer has complied with OCFA's investment policies and procedures and details the following:

- Portfolio performance and comparison to benchmarks
- A review of trends regarding the size of the portfolio
- Discussion of investment risk in the portfolio
- Analysis of the composition of the portfolio
- GASB 31 impacts
- Investment income
- A statement of anticipated investment fund activity in the next fiscal year

Attachment(s)

Annual Investment Report for Fiscal Year 2019/20



Orange County Fire Authority Annual Investment Report

Fiscal Year 2019/20

The Annual Investment Report for the fiscal year ended June 30, 2020 fulfills the requirements of Section 18.2 of the Authority’s Investment Policy (“the Policy”). The Annual Report is a review of the last twelve months of investment activity by the Treasurer.



Annual Investment Report

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**PORTFOLIO PERFORMANCE AND
COMPARISON TO BENCHMARK**

OCFA’s portfolio performance declined during the year and was significantly impacted by the coronavirus pandemic which shut down the U.S. economy.

At the start of FY 2019/20, the U.S. economy was stable, but there were signs of a global slowdown as trade negotiations between the U.S. and China grew contentious. The Federal Reserve Board lowered the federal funds rate which is the overnight bank lending rate in September and October to 1.75%. The economy continued to slow, yet the job market remained very strong. The unemployment rate declined to 3.5% reaching a 50-year record low. By February, concerns about the spread of the coronavirus escalated. On March 3, in an emergency meeting, the Federal Reserve cut the federal funds rate by 50 basis points to 1.25% and on March 15, they cut another 100 basis points to 0.25%. The economic downturn in March was unlike any in recorded history. Economic activity came to a complete standstill due to the mandated shutdown. Employment conditions deteriorated quickly and collapsed in April. The unemployment rate surged to 14.7%. The unprecedented flight-to-safety into Treasuries caused their yields to plummet, pushing those with the shortest maturities below zero at times. OCFA’s portfolio began the fiscal year with a maturity of 40 days and an effective rate of return of 2.26%. As a result of the Fed’s actions on interest rates during the fiscal year, OCFA’s portfolio return continued to decline in tandem and ended the year at 0.59% on a portfolio balance of \$187.5 million. Portfolio earnings were below the final budget projection for the fiscal year due to the sharp and sudden decline in interest rates.

<i>OCFA Portfolio</i>				<i>Benchmark Comparisons</i>			
	<i>Market Value</i>	<i>Days to Maturity</i>	<i>Effective Yield</i>	<i>3 Month Treasury</i>	<i>6 Month Treasury</i>	<i>1 Year Treasury</i>	<i>LAIF</i>
<i>July</i>	\$161,787,962	40	2.26%	2.15%	2.08%	1.96%	2.38%
<i>August</i>	146,709,174	27	2.25%	1.99%	1.93%	1.77%	2.34%
<i>September</i>	142,461,470	24	2.28%	1.93%	1.89%	1.80%	2.28%
<i>October</i>	123,446,525	18	2.08%	1.68%	1.67%	1.61%	2.19%
<i>November</i>	133,967,360	20	2.01%	1.57%	1.59%	1.57%	2.10%
<i>December</i>	206,205,550	30	1.77%	1.57%	1.58%	1.55%	2.04%
<i>January</i>	160,111,527	20	1.71%	1.55%	1.56%	1.53%	1.97%
<i>February</i>	137,309,170	16	1.74%	1.54%	1.51%	1.41%	1.91%
<i>March</i>	152,023,274	16	1.61%	0.30%	0.30%	0.33%	1.79%
<i>April</i>	217,674,581	45	1.05%	0.14%	0.17%	0.18%	1.65%
<i>May</i>	198,715,085	42	0.68%	0.13%	0.15%	0.16%	1.36%
<i>June</i>	187,514,436	38	0.59%	0.16%	0.18%	0.18%	1.22%
<i>Fiscal Year</i>	<i>\$163,993,843</i>	<i>28</i>	<i>1.67%</i>	<i>1.23%</i>	<i>1.22%</i>	<i>1.17%</i>	<i>1.94%</i>

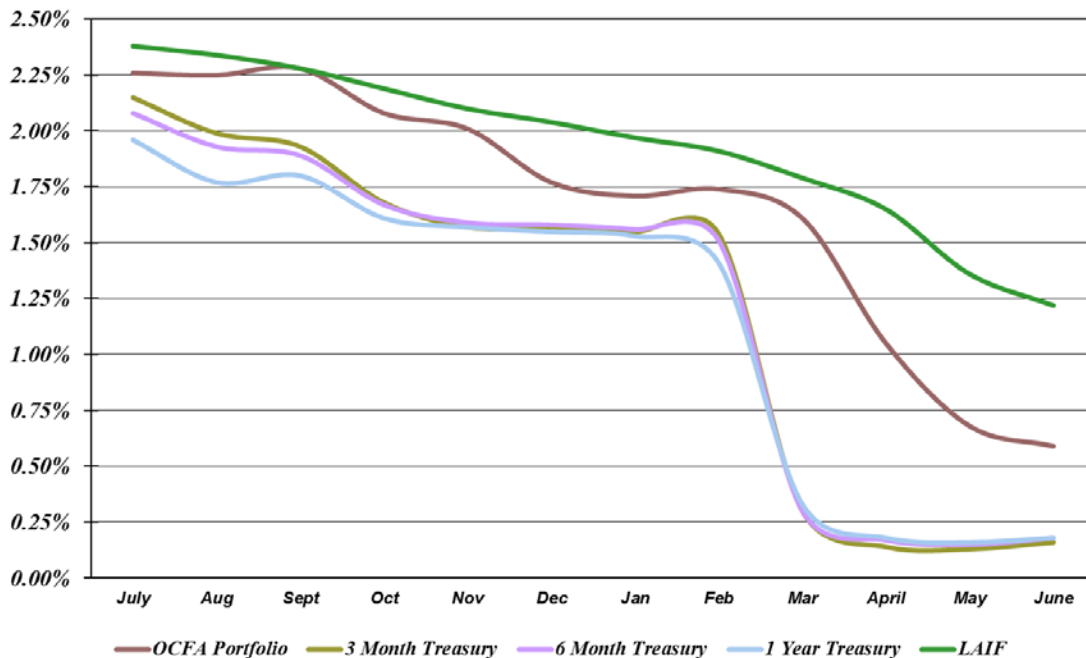


**PORTFOLIO PERFORMANCE AND
COMPARISON TO BENCHMARKS**

The following chart compares the Authority’s monthly portfolio performance with benchmarks including 3-month, 6-month, and 1-year Treasuries and the Local Agency Investment Fund (LAIF). With the portfolio’s average maturity of less than 1 month, OCFA’s overall portfolio yield outperformed all Treasury benchmarks, yet lagged LAIF’s performance slightly during FY 2019/20.

- During FY 2019/20, Treasury yields declined in the first half of the fiscal year due to the two rate cuts enacted by the Fed in September and October 2019. The decline accelerated in the second half of the fiscal year as the Fed cut interest rates two more times in response to the coronavirus pandemic.
- In a rising/declining interest rate environment, LAIF’s return tends to lag the market in rising/declining due to their maturity structure. As such, LAIF’s return gradually declined throughout the fiscal year as interest rates were lowered by the Fed.
- In FY 2019/20, OCFA kept investments primarily in Treasuries, Federal Agency securities and LAIF. However, OCFA remains somewhat restrained due to the timing of cash flow needs. Since interest rates are expected to remain near zero in the coming months, OCFA’s portfolio rate of return may also decline accordingly.

Comparison to Benchmarks - FY 2019/20

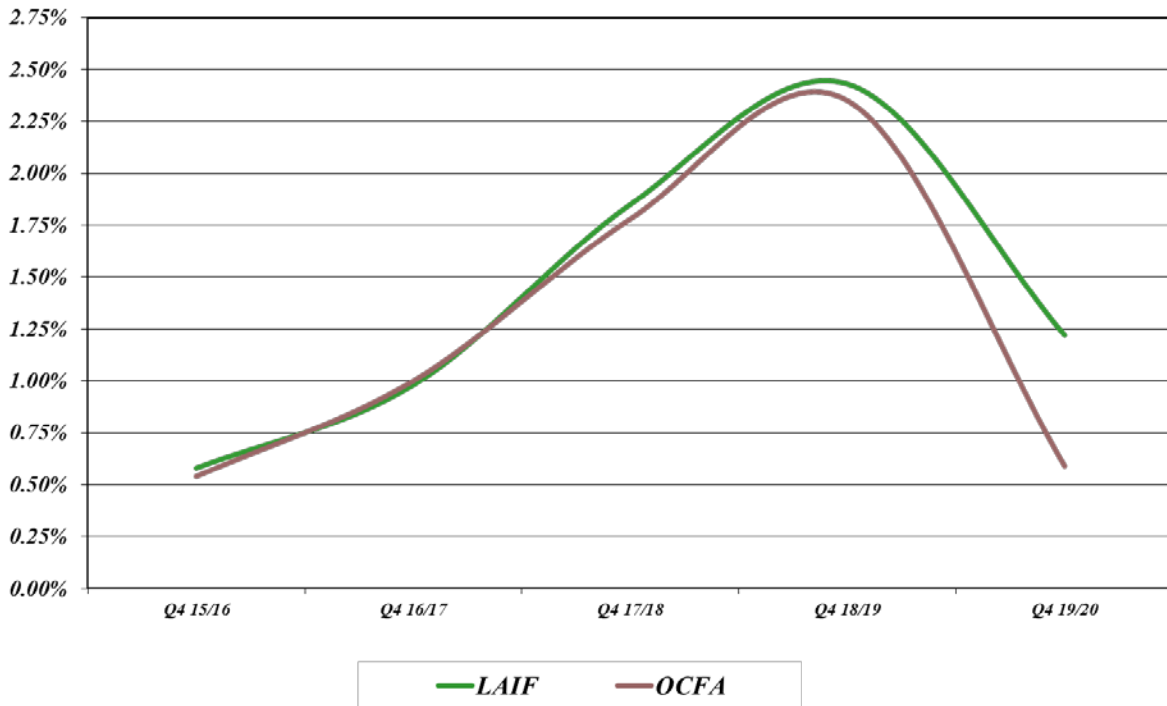




**PORTFOLIO PERFORMANCE AND
COMPARISON TO BENCHMARKS**

The following chart provides a 5-year history of the Authority’s portfolio yield from FY 2015/16 through FY 2019/20 compared to a 5-year history of LAIF’s yield. As demonstrated with this historical view, OCFA’s portfolio yield performs very similarly to LAIF.

OCFA & LAIF Portfolio Yields - 5 Year History





***REVIEW OF TRENDS REGARDING THE SIZE OF
THE PORTFOLIO***

Portfolio balances during FY 2019/20 were similar to FY 2018/19.

The size of the OCFA's portfolio fluctuates over the course of a fiscal year due to timing differences between cash receipts and disbursements. OCFA's largest cash receipts are from secured property taxes received in December and April and from cash contract payments received quarterly, except for the Cities of Santa Ana and Garden Grove which pay monthly. Cash disbursements occur more evenly with biweekly payroll expenditures representing the largest component. These timing differences cause the General Fund to experience temporary cash shortages from July through mid-December.

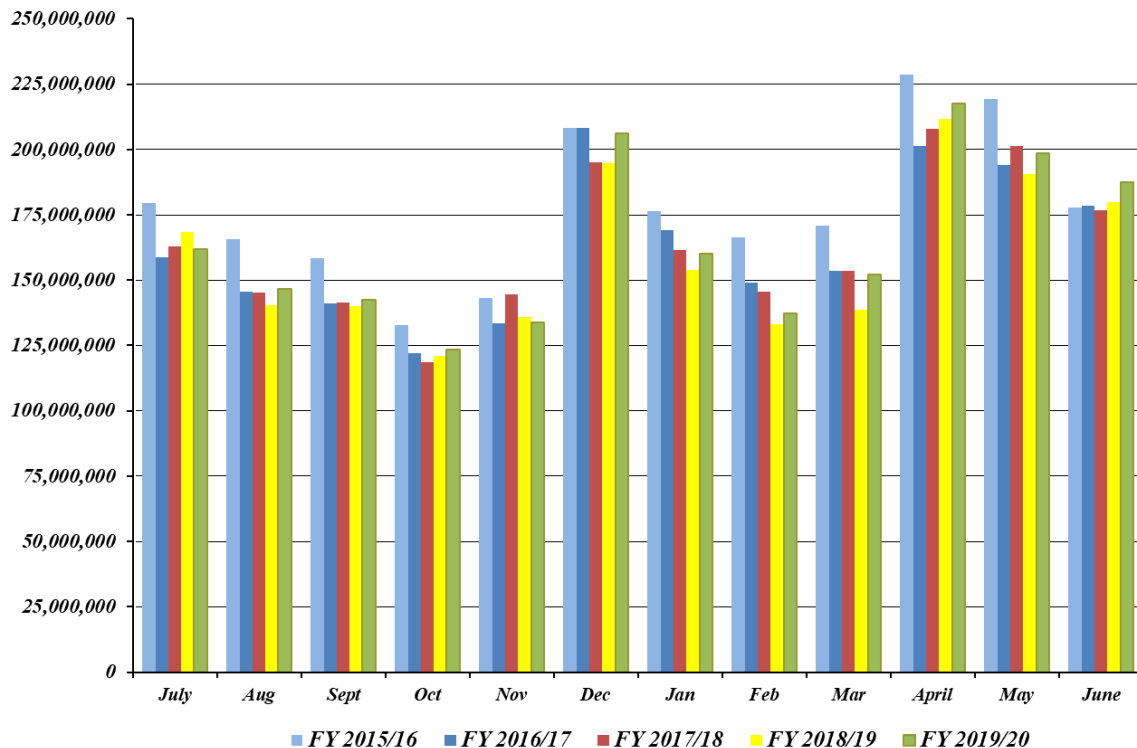
To resolve the temporary cash shortages in the General Fund, OCFA has issued Tax and Revenue Anticipation Notes (TRANs) on an as-needed basis. In FY 2015/16, in order to fund its General Fund's expected cash flow timing deficit, OCFA issued a \$36.3 million TRAN which contributed to a higher portfolio balance in that fiscal year. OCFA's TRANs are typically issued in July and repaid annually in June at the end of the fiscal year; therefore, the ending portfolio balance at June 30th excludes TRANs proceeds. Since FY 2016/17, OCFA has not needed to issue TRANs as it was able to meet its temporary cash flow timing shortages through use of a General Fund cash flow reserve, combined with interfund borrowing; thus, the cash flow balances during the fiscal year for those years (without TRANs proceeds) were lower than FY 2015/16. In the past, OCFA has also used lease purchase financing to fund certain capital expenditures including helicopters, vehicles, communication equipment, and information systems.



REVIEW OF TRENDS REGARDING THE SIZE OF THE PORTFOLIO

The following chart provides a 5-year history of the size of the OCFA’s portfolio. During the last five fiscal years, portfolio balances have been rising gradually due to higher revenues, steady increase in the General Fund cash flow reserve and the Worker’s Compensation Fund reserve. In addition, due to the projected seasonal/short-term cash flow needs, the OCFA issued a TRAN in FY 2015/16, which contributed to the higher portfolio balance during that fiscal year. It should be noted, however, that the balances shown below represent total portfolio balance as opposed to fund balance available. Portfolio balance is always higher than fund balance because the portfolio includes cash and investments that are already committed to various contracts and purchase orders or that are reserved for future obligations.

Size of the Portfolio - 5 Year Historical Trend





**INVESTMENT RISK IN
THE PORTFOLIO**

Although all investments contain an element of risk, OCFA's Investment Policy, procedures, and investment strategies are designed to limit exposure to risk. The different types of risk are discussed below, as they pertain to the portfolio.

Credit (Default) Risk

Credit risk is defined as the risk to an investor that an issuer will default in the payment of interest and/or principal on a security. OCFA's investment policies and practices limit credit risk by:

- Limiting investments to the safest types of securities and highest quality issuers.
- Specifically excluding investments in equities, corporate bonds, derivatives, reverse repurchase agreements and financial futures or options.
- Avoiding investment in issuers placed on negative credit watch or with current events that involve negative financial implications.
- Pre-qualifying financial institutions and broker/dealers for competitive bidding of individual investment transactions.
- Diversifying investments so that potential losses on individual securities will be minimized.
- Reviewing monthly reports from the State Treasurer's Office regarding LAIF's performance.
- Requiring collateralization of demand deposits and certificates of deposit. MUFG Union Bank, as OCFA's bank, complies with all collateralization requirements for demand deposits.
- Safekeeping investments by separate agreement with MUFG Union Bank's Trust Department.



***INVESTMENT RISK IN
THE PORTFOLIO***

Market Risk

Market risk is defined as the risk that the value of a security may fall as a result of changes in the financial markets, such as increases in interest rates. In periods of rising interest rates, the market value of a security can fall below the amount of principal invested. If an investor sells the security before maturity, part of the principal will be lost. OCFA reduces market risk by matching investment maturities with cash flow needs to minimize investments that may need to be sold prematurely.

Interest Rate Risk

Interest rate risk is defined as the risk that an investor will under-perform the market, as a result of holding an investment with a lower yield than the current market rate. For example, if an investor holds a one-year certificate of deposit earning 2%, and interest rates rise to 4%, the investor would incur an opportunity cost of 2%. Investors can avoid interest rate risk by keeping maturities fairly short if interest rates are expected to rise.

OCFA's portfolio reflected an average maturity under one year throughout FY 2019/20 due to projected cash flow needs and the continued decline in interest rates.

Liquidity Risk

Liquidity risk involves the ability to sell an investment before maturity. Some short-term investments are fairly illiquid. For example, a non-negotiable certificate of deposit is an illiquid asset that carries an interest penalty for early redemption. OCFA minimizes liquidity risk by maintaining a significant portion of its portfolio in very liquid instruments, such as LAIF where funds are immediately available, or Treasury and Agency securities, which have active secondary markets.



**COMPOSITION OF THE
PORTFOLIO**

Authorized Investments

Section 10 of OCFA’s Investment Policy lists the types of securities allowable for investment. Subject to stipulated restrictions, these include Treasury and Federal Agency securities, collateralized or insured passbook savings accounts and demand deposits, collateralized or insured certificates of deposit, bankers’ acceptances, money market funds of short-term treasury securities, repurchase agreements, LAIF, and commercial paper (rated A1/P1/F1) by the credit rating agencies Moody’s Investors Service, Standard & Poor’s Ratings Services and Fitch Ratings, respectively.

***OCFA’s portfolio only included those investments authorized in
Section 10 of the Policy in FY 2019/20.***

Portfolio Diversification

Section 15.1 of the Policy sets parameters for portfolio diversification. OCFA’s portfolio shall not be invested in a single security type or in a single financial institution/pool in excess of 15% of the total investment portfolio, with the exception of the following:

- | | |
|--------------------------------|------|
| ➤ US Treasury Securities | 100% |
| ➤ Local Agency Investment Fund | 75% |
| ➤ Federal Agency Securities | 75% |
| ➤ Bankers’ Acceptances | 25% |
| ➤ Negotiable CD’s | 25% |



**COMPOSITION OF THE
PORTFOLIO**

Portfolio Diversification

	<i>US Treasury Securities</i>	<i>LAIF</i>	<i>Federal Agencies</i>	<i>Commercial Paper</i>	<i>Money Market Mutual Funds</i>	<i>Total Portfolio</i>
Maximum	100%	75%	75%	15%	15%	100%
FY Average	9.00%	44.62%	39.64%	0.00%	6.74%	100%
July	17.97%	40.48%	39.14%	0.00%	2.41%	100%
August	19.73%	42.32%	30.66%	0.00%	7.30%	100%
September	21.24%	46.22%	25.57%	0.00%	6.97%	100%
October	24.34%	50.43%	12.16%	0.00%	13.07%	100%
November	7.46%	48.62%	38.09%	0.00%	5.83%	100%
December	7.30%	31.67%	53.61%	0.00%	7.43%	100%
January	6.31%	47.41%	36.10%	0.00%	10.18%	100%
February	3.65%	54.70%	36.42%	0.00%	5.24%	100%
March	0.00%	50.13%	40.51%	0.00%	9.36%	100%
April	0.00%	34.39%	52.57%	0.00%	13.04%	100%
May	0.00%	43.10%	56.90%	0.00%	0.00%	100%
June	0.00%	46.01%	53.99%	0.00%	0.00%	100%



***COMPOSITION OF THE
PORTFOLIO***

Maturity Diversification

In order to ensure sufficient liquidity and reduce market risk, Section 15.3 of the Policy requires that “at least 50% of the portfolio is limited to a period of one year or less,” and “unless matched to a specific requirement and approved by the Executive Committee and the Board of Directors, no portion of the portfolio may exceed five years.”

OCFA’s portfolio complied with maturity diversification requirements as stated in Section 15.3 of the Policy throughout FY 2019/20.

Market Value

Section 18.1.7 of OCFA’s Investment Policy requires monthly reporting of the current market value of the securities in the portfolio. The Treasurer reports current market values of the portfolio in both the Portfolio Summary and the Portfolio Detail sections of the Monthly Investment Report. Market values are provided monthly by MUFG Union Bank and quarterly by the State Treasurer’s Office for the LAIF investment.



GASB 31 IMPACTS

What is GASB 31?

The Governmental Accounting Standards Board’s Statement 31, titled “Accounting and Financial Reporting for Certain Investments and for External Investment Pools,” establishes rules for reporting investment valuation. The Statement generally requires governmental entities to report investments at fair value in the financial statements and to reflect the related unrealized gains and losses as a component of investment income. Different rules apply to an *internal investment pool* (consisting *only* of the governmental entity’s own funds) versus an *external investment pool* (consisting of combined funds from other legally separate entities, such as a state or county investment pool).

How Does GASB 31 Impact OCFA’s Portfolio?

At June 30, 2020, all of the Authority’s investments were reported at fair value in compliance with GASB 31 guidelines. The fair value reporting of OCFA’s investments resulted in a net increase of \$362,803.09 to book value. **This fair value adjustment is for financial statement reporting only.**

Under GASB 31 guidelines, investment income is similarly increased/decreased for financial statement purposes. Investment income is impacted by the change in fair value of the investments from the beginning to the end of the reporting period. OCFA previously recognized and reported an increase/gain to investment valuation at June 2019 of \$141,814.96; therefore, a net gain/increase of \$220,988.09 was recognized and recorded to investment earnings as of June 30, 2020 to reflect the net gain change of \$362,803.09 in fair value of the investments at the end of the fiscal year.

<i>GASB 31 Adjustment to Books – Beginning of year/gain</i>	\$ 141,814.96
<i>Net Change/Increase to Investment Earnings</i>	\$ 220,988.13
<i>GASB 31 Adjustment to Books – End of year/gain</i>	\$ 362,803.09



INVESTMENT INCOME

Portfolio investment income in FY 2019/20 amounted to \$2,589,244.54 (pre-GASB 31 adjustment) compared to \$3,481,595 in FY 2018/19. The decrease in investment income was primarily due to lower investment yield compared to FY 2018/19. The effective yield for the portfolio was 1.67% in FY 2019/20 compared to 2.14% in FY 2018/19. This decrease in the overall effective yield from the prior year was consistent with the overall bond market performance.

***ANTICIPATED INVESTMENT ACTIVITY
IN THE NEXT FISCAL YEAR***


Cash forecasts for FY 2020/21 are based primarily on the FY 2020/21 Adopted Budget. OCFA's Adopted Budget reflects revenues which are in balance with expenditures for the year, and the Budget will enable OCFA to sustain its reserves at the Board-mandated policy level. It is anticipated that the CIP Reserves will continue to be spent down this year on planned projects. The portfolio's balance is expected to decrease during the first half of the FY 2020/21 and fluctuate throughout the fiscal year when property taxes are received, but would level off at the end of the fiscal year.

In addition, based on the Fed's latest assessment of the economy, it plans on keeping interest rates near zero until at least 2022 and possibly longer. This will likely result in a decrease in investment income over the prior year.



TREASURER'S CERTIFICATION

"As Treasurer of the Orange County Fire Authority, I certify that I have complied with the annual Investment Policies adopted by the Board of Directors and effective January 1, 2019 and January 1, 2020."



Patricia Jakubiak
Treasurer

8/24/20
Date



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
September 24, 2020

Agenda Item No. 2E
Consent Calendar

Amended and New Classification Specifications

Contact(s) for Further Information

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Summary

This agenda item is submitted for approval to amend the classification specification for the Wildland Resource Planner, create two new classification specifications for a Payroll Supervisor and a Training Program Analyst, and assign each classification to an accompanying salary range for use in the OCFA's Master Position Control. All proposed changes are accomplished through modification of existing positions, without adding any new positions (no increase in headcount).

Prior Board/Committee Action

On September 1, 2020, the Human Resources Committee reviewed and approved the item as recommended by a 6-1 vote (Sachs dissented).

RECOMMENDED ACTION(S)

1. Amend the Wildland Resource Planner classification with a change to the salary allocation from SM80 (high of \$50.52/hour) to SM100 (high of \$62.82/hour).
2. Adopt the new Payroll Supervisor classification and assign the salary allocation to SM88 (high of \$54.75).
3. Adopt the new Training Program Analyst classification and assign the salary allocation to GE 380 (high of \$49.30).

Impact to Cities/County

Not Applicable.

Fiscal Impact

The amended and new classifications reflect changes to existing positions, with no increase in overall employee headcount. The changes in salary allocations will result in a nominal fiscal impact in the first year, as the employees will be placed at the step closest to current salary in the new ranges. As each incumbent progresses through the salary range in future years, the full fiscal impact at top step for the Wildland Resource Planner will be \$42,492. Top step impacts for the Payroll Supervisor will be \$23,918 and the Training Program Analyst will be \$10,409.

Background

Wildland Resource Planner

In March 2020, the Community Risk Reduction Department requested that a classification and compensation study be performed for the Orange County Fire Authority's sole Wildland Resource Planner. The current class specification, while not inaccurate, did not thoroughly capture the full scope and level of responsibility of the position, including many significant and high-level duties that were not included as essential functions.

Classification Study

The classification study revealed that the majority of the incumbent's most important and essential duties were not captured effectively in the existing class specification.

For example, the Wildland Resource Planner oversees the operation of a variety of vegetation management projects which includes planning, prioritizing and organizing the work of operations personnel, setting goals and objectives for project teams, and making formal recommendations for training in vegetation management. The Wildland Resource Planner applies for, receives, and manages fuel mitigation and land management grants and grantees, as well as support grantees within the county. The role includes gathering data, creating maps, preparing and monitoring budgets, controlling expenditures within limitations of grant budget, completing grant applications, complying with grant acceptance procedures, and fulfilling all grant reporting obligations. Finally, the incumbent responds to vegetation fires and acts as a liaison between OCFA Operations personnel and the landowner during initial attack to avoid impacting sensitive habitat; manages access to lands for OCFA training purposes and coordinates logistics to support training; and creates maps and collects GIS data to support project, grant, training, and management plans.

Compensation Study

In May 2020, staff conducted a compensation market study to determine if other large county fire departments had a similar classification, and if so, if the median salary was in line with the current salary range for Wildland Resource Planner. For a match to be included, OCFA requires that a classification's "likeness" be at approximately 70% of the matched classification. After a review of the classification specifications provided by agencies that had a similar non-safety position, these were determined to not be a 70% match with our Wildland Resource Planner classification. While the minimum requirements were similar, the essential duties were substantially different. As such, the decision was made to perform an internal equity analysis.

A review and comparison of the duties currently performed by the incumbent shows that the Wildland Resource Planner is regularly performing essential functions that are similar in level and scope to an OCFA Assistant Fire Marshal. After a comprehensive review of the full scope and level of responsibility of the position, required knowledge, skills and abilities, and minimum qualifications, staff recommend that the salary allocation of Wildland Resource Planner be advanced from SM80 (Salary High: \$50.52/hour) to SM100 (Salary High: \$62.82/hour).

Payroll Supervisor

In May 2020, the Business Services Department requested that a classification and compensation study be performed for the Orange County Fire Authority's Accountant who provides day-to-day supervision of all Payroll staff and functions in the Finance Division. This stand-alone classification review process was initiated due to management's belief that the incumbent in the studied classification may not have been working in the correct classification based upon the

employee's current job responsibilities. Not only did the existing Accountant classification specification not describe the role and function of this particular position, but the essential job duties did not reflect the breadth and depth of technical subject matter expertise required of the position.

In June 2020, Koff & Associates (Koff) was retained to conduct a comprehensive classification and compensation study on the supervising Accountant position in the Payroll Section. Other OCFA incumbents in the Accountant classification were not included in the study, since the concerns to be addressed were unique to the one particular supervising payroll position. The study evaluated the essential duties of the supervising Accountant in order to identify the scope and complexity of work and recommend a base salary that is both internally equitable and externally competitive.

Classification Study

The Payroll Accountant is a single-position class that plans, organizes, supervises, and reviews the work of staff (Senior Accounting Support Specialists) involved in the preparation, processing, and maintenance of the highly-complex OCFA payroll system. The class is characterized by the responsibility to interpret and explain detailed and complex payroll practices and Authority rules and regulations to Authority staff, maintain finance information technology applications including staffing, timekeeping, and financial management systems, and for providing professional level support to the Payroll/Accounts Payable Manager in a variety of areas. There is another Accountant assigned to the Payroll Section whose primary responsibilities are special projects, retirement issues, and reviewing and auditing payroll processes as directed. This Accountant will report to the Payroll Supervisor, following reclassification as described below.

Based on the current tasks assigned to this position, Koff recommended the establishment of a new Payroll Supervisor classification that will be better aligned to the role and function than the Accountant classification. The high consequence of error for this particular position, coupled with its critical, time-sensitive, and highly technical nature required the development of a new classification specification. Please see Attachment 1 for the proposed classification specification.

Compensation Study

As part of the study, a market compensation survey was conducted, using comparator agencies in Orange and Los Angeles Counties that have a Fire Department as part of their city's services. Koff determined that the existing salary range for the supervising Accountant position is 14.46% below the median of the comparator agencies. Of the 16 comparator agencies, Koff found ten (10) comparable matches to the job duties performed by OCFA's previous incumbent. Based on this compensation data, Koff recommended that the new Payroll Supervisor classification be assigned to the salary range closest to an existing Supervisory Management range. In this case, the SM88 salary range would be an appropriate placement (Salary High: \$54.75 per hour).

Training Program Analyst

In November 2019, the Training and Safety Division of the Operations and Training Department requested that a classification and compensation study be performed for the Orange County Fire Authority's sole Fire Training Program Specialist. As the position had evolved and grown over the past several years, management was concerned that the current classification specification did not reflect the full scope and level of responsibility of the position, including many significant duties that were not included as essential functions. There were also several job duties listed on the current classification specification that are not performed by the incumbent.

CPS HR Consulting was retained to conduct a comprehensive classification study. The objective of the study was to determine if the position is appropriately classified, and if not, to recommend an appropriate classification specification that accurately reflects the duties currently assigned to the incumbent.

Classification Study

The classification study revealed that most of the incumbent's most important and essential duties were not captured effectively in the existing class specification. For example, the incumbent conducts business and training needs analysis by consulting with management as well as internal and external customers; reviews and analyzes course offering as part of the coordination and administration for the development of the OCFA annual Training Activity Plan; analyzes agency and operational training needs and coordinates with various OCFA staff, committees, and workgroups to ensure that courses offered meet those needs; develops relationships with state and local government agencies and community partners to assess and facilitate class allocation; serves as the primary subject matter expert and resource to OCFA managers and other staff regarding the state fire training accreditation process, certification tracks, and OCFA promotional processes and requirements for fire operations personnel; researches and prepares analytical reports and recommendations for management on the feasibility and impact of various fire training program initiatives, options, and trends; coordinates logistics, speakers, food, special guests, and all other aspects of the Career Academy Graduation event; assists with ongoing development, enhancement, and maintenance of the Operations Training Website; and administers training program financial activities including the administration of the program budget. Finally, the incumbent serves as the Urban Search and Rescue (US&R) mobilization point manager for the Training and Safety Division.

After CPS HR Consulting determined that the existing classification specification for Fire Training Program Specialist was not an appropriate match for the study position, Human Resources staff recommended the creation of a new classification specification, Training Program Analyst, based on the emphasis of analytical duties performed by the incumbent. Please see Attachment 1 for the proposed classification specification. Staff recommends reclassifying the sole Fire Training Program Specialist to this classification.

Compensation Study

A market compensation study was not included in the scope of this project due to the unique and Fire-centric nature of the position. As such, in determining a salary range for this new classification, an internal equity analysis was performed. Several existing OCFA classification specifications were reviewed for comparison in the areas of knowledge required, supervisory controls, guidelines, complexity, scope and effect, personal contacts, purpose of contacts, physical demands and work environment. A review and comparison of the duties currently performed shows that the incumbent is regularly performing essential functions that are similar in level and scope to an OCFA Assistant Purchasing Agent. After a comprehensive review of the full scope and level of responsibility of the position, required knowledge, skills and abilities, and minimum qualifications, staff recommends that the salary allocation of this new classification be established at GE380 (Salary High: \$49.30/hour).

Attachment(s)

1. Current Wildland Resource Planner Classification Specification
2. Proposed Wildland Resource Planner Classification Specification
3. Proposed Payroll Supervisor Classification Specification
4. Proposed Training Program Analyst Classification Specification



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Wildland Resource Planner

**REPORTS TO: Fire Battalion Chief –
Emergency Planning and Coordination**

FLSA: Non-Exempt

SUPERVISES: GIS Specialist

CLASS CODE: 1510

DEPARTMENT: Operations

CLASS SUMMARY:

Incumbents are responsible for performing professional level project and/or program management activities related to ensuring fire prevention measures such as fire service infrastructure and wild land defense. Additionally, the incumbent is expected, when called upon, to respond to vegetation fires to provide assistance as a technical specialist.

DISTINGUISHING CHARACTERISTICS:

The Wildland Resource Planner is a stand-alone classification. The Wildland Resource Planner is distinguished from other classifications by its responsibility for planning, implementing, and coordinating vegetation management programs.

ESSENTIAL FUNCTIONS: (These duties are intended to be representative sample of the duties performed by the class.)

Supervises employees to include: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; and making hiring, termination and disciplinary recommendations.

Coordinates program priorities and external requests for assistance.

Reviews and analyzes potential projects, which includes: determining environmental impacts; determining cost effectiveness of projects; analyzing the potential impact on cooperative and neighboring areas; and, reviewing other related issues.

Develops project plans that outline project benefits, plan development recommendations, type of plan, desired outcomes, impacts to OCFA and other agencies, environmental impacts, and any other pertinent information.

Serves as a liaison with partner agencies.

Implements plans and projects, which includes: prioritizing projects, determining project locations, determining project feasibility, determining resources, and determining other related items.

Performs other duties of a similar nature or level.



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Wildland Resource Planner

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE (position requirements at entry):

Bachelor's Degree in Fire Science, Forestry, or a related field, and two years of directly related project/program management experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

LICENSES AND CERTIFICATIONS (position requirements at entry):

- Valid California Driver's License.

KNOWLEDGE (position requirements at entry):

Knowledge of:

- Wildland fuel modification practices;
- Environmental and ecosystem procedures;
- Fire weather and fire behavior;
- Characteristics of wildland vegetation fuel hazards.

SKILLS (position requirements at entry):

Skill in:

- Prioritizing and assigning work;
 - Using a computer and applicable software applications;
 - Managing programs and/or projects;
 - Developing project plans;
 - Implementing plans and projects;
 - Reviewing and analyzing projects;
 - Identifying and developing projects;
 - Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.
-

PHYSICAL REQUIREMENTS:

Positions in this class typically require: climbing, stooping, crawling, reaching, standing, walking, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Wildland Resource Planner

WORKING CONDITIONS:

Incumbents may be subjected to fumes, odors, dusts, gases, chemicals, extreme temperatures, inadequate lighting, work space restrictions, and travel.

NOTE:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

Classification History:

Draft prepared by Fox Lawson and Associates LLC (LM), Date: 9/01

Final prepared by OCFA, Date: 03-02

Human Resources Director Review:

Zenovy Jakymiw _____ Date: _____

Adopted by Board of Directors: 03-02



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Wildland Resource Planner

REPORTS TO: Deputy Fire Marshal, Pre-Fire Management

FLSA: Non-Exempt

SUPERVISES: N/A

CLASS CODE: 1510

DEPARTMENT: Community Risk Reduction

CLASS SUMMARY:

Incumbents are responsible for performing professional level project and/or program management activities related to wildland protection, forestry conservation, and ensuring fire prevention measures are implemented, such as fire service infrastructure and wild land defense improvements. Additionally, the incumbent is expected, when called upon, to respond to vegetation fires to provide assistance as a technical specialist.

DISTINGUISHING CHARACTERISTICS:

The Wildland Resource Planner is a stand-alone classification. The Wildland Resource Planner is distinguished from other classifications by its responsibility for planning, implementing, and coordinating vegetation management programs.

ESSENTIAL FUNCTIONS: (These duties are intended to be representative sample of the duties performed by the class.)

Implements plans and projects, which includes: prioritizing projects; reading maps to understand type of terrain to be worked on and location of projects; determining project feasibility, resources required, timeline, and critical milestones; and managing contracts with governmental agencies, vendors, and landowners.

Reviews and analyzes potential projects, which includes determining environmental impacts, creating and filing California Environmental Quality Act (CEQA) documents; determining cost effectiveness of projects; analyzing the potential impact on cooperative and neighboring areas; and, reviewing other related issues.

Develops project plans that outline type of plan, project benefits, plan development recommendations, desired outcomes, impacts to OCFA and other agencies, environmental impacts, and any other pertinent information.

Oversees the operation of a variety of vegetation management projects. Duties may include planning, prioritizing and organizing work of operations personnel involved in projects; setting goals and objectives for project team; and making formal recommendations for training in vegetation management.

Applies for, receives, and manages fuel mitigation and land management grants and grantees, as well as support grantees within the county. Includes gathering data, creating maps, preparing and monitoring budgets, controlling expenditures within limitations of grant budget, completing grant applications; complying with grant acceptance procedures, and fulfilling all grant reporting obligations.



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Wildland Resource Planner

Creates Requests for Proposal (RFPs) for projects, interviews potential contractors, sends and receives liability forms, leads onsite meetings with staff and contractors, conducts job walks, coordinates purchases, and manages invoicing.

Responds to vegetation fires and acts as a liaison between OCFA Operations personnel and landowner during initial attack to avoid impacting sensitive habitat. Leads suppression repair activities, including mapping the fire and bulldozer/handlines, ensuring that broken items are repaired, and conducting archaeological surveys.

Manages access to lands for OCFA training purposes; Acts as the primary liaison between OCFA and landowners to request permission to train on their property; Coordinates logistics to support training and prepares land for OCFA training and Air Ops (grade roads, mow helicopter landing sites, brush roads);

Creates maps and collects GIS data to support project, grant, training, and management plans and other activities. Uses ArcGIS to create and manipulate GIS data, including creating shapefiles and analyzing aerial and multi-spectral imagery; Collects perimeters and origins of vegetation fires and maintains a database of annual fire occurrence.

Maintains effective relationships with a variety of stakeholders; Serves as a liaison to operations command staff, partner agencies, governmental agencies, consultants and vendors, the general public, and landowners as wildland subject matter expert

Leads and attends meetings as a representative of OCFA, both in and out of county; provides clear communication to diverse audiences while maintaining positive relationship.

Attends a variety of continuing education classes, seminars, and meetings in an effort to remain current on applicable codes, regulations, policies and procedures.

Develops, writes, and reviews reports for dissemination and/or implementation; Reports project and related data to governmental agencies.

Performs other duties of a similar nature or level.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE (position requirements at entry):

Bachelor's Degree in Fire Science, Forestry, or a related field, and two years of directly related project/program management experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

LICENSES AND CERTIFICATIONS (position requirements at entry):

- Valid California Driver's License.



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Wildland Resource Planner

KNOWLEDGE (position requirements at entry):

Knowledge of:

- Wildland fuel modification practices;
- Environmental and ecosystem processes;
- Fire weather and fire behavior;
- Characteristics and identification of wildland vegetation and fuel hazards;
- Landowners resource and fire management plans;
- Basic mapping and cartographic concepts;
- Mapping symbols and standards;
- GIS concepts;
- Customer service principles;
- Report writing techniques;
- Basic budget administration principles;
- Technical and project leadership;
- Applicable Federal, State, and Local laws, rules and regulations;
- Project management methods;
- Identification and knowledge of rare, threatened and endangered plants and animals.

SKILLS (position requirements at entry):

Skill in:

- Prioritizing and assigning work;
- Using a computer and applicable software applications, including GIS;
- Assisting in developing and implementing procedures and/or policies;
- Preparing and monitoring program budgets;
- Analyzing a variety of data and/or information and making recommendations based on findings;
- Writing reports;
- Using a computer and related software applications;
- Managing programs and/or projects;
- Developing project plans;
- Implementing plans and projects;
- Reviewing and analyzing projects;
- Identifying and developing projects;
- Public speaking;
- Biological and archaeological surveys and reporting;
- Written and oral communications;
- Interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction and establish and maintain effective working relationships.

PHYSICAL REQUIREMENTS:

Must possess mobility to work in outside environment; strength, stamina, and mobility to perform light to medium physical work, including extensive walking; to sit, stand, and walk on level, uneven, or slippery surfaces; frequently reach, twist, turn, kneel, bend, stoop, squat, crouch, grasp and make repetitive hand movement in the performance of daily duties; and to operate a motor vehicle and visit various County



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Wildland Resource Planner

sites; vision including color vision to inspect wildland areas, maps, and operate equipment. The job

involves fieldwork requiring frequent walking in operational areas sites. Finger dexterity is needed to operate equipment. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight up to 45 pounds or heavier weights with the appropriate equipment on a frequent/occasional basis, in all cases with the use of proper equipment and/or assistance from other staff.

WORKING CONDITIONS:

Employees work in both inside and outside environments. and are exposed to cold and hot temperatures, inclement weather conditions, road hazards, mechanical hazards, biologic or infectious agents, hazardous physical substances and odors, and fumes, dust and air contaminants. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

May be required to respond to vegetation fires during evenings, weekends, and/or holidays. Unscheduled overtime work is required to support various emergencies during evenings, weekends, and/or holidays.

NOTE:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

Classification History:

Draft prepared by Fox Lawson and Associates LLC (LM), Date: 9/01 Final prepared by OCFA, Date: 03-02

Human Resources Director Review:

Zenovy Jakymiw _____ Date: _____

Adopted by Board of Directors: 03-02

Revised 03-2016, Title Only

Revisions Adopted by Board of Directors: TBD



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Payroll Supervisor

REPORTS TO: Payroll/Accounts Payable Manager

FLSA: Non-Exempt

SUPERVISES: Senior/ Accounting Support Specialist

CLASS CODE: TBD

DEPARTMENT: Business Services

CLASS SUMMARY:

Under general direction, plans, organizes, supervises, and reviews the work of staff involved in the preparation, processing, and maintenance of the OCFA's payroll system and related records and reports; compiles, analyzes, and prepares a variety of scheduled payroll related reports and specialized reports as requested; performs complex and difficult financial and payroll analyses; and performs related work as required. Receives general direction from assigned management personnel. Exercises direct supervision over technical staff.

DISTINGUISHING CHARACTERISTICS:

This is a full supervisory-level class that exercises independent judgment on diverse and specialized payroll functions with accountability and ongoing decision-making responsibilities associated with the work. Incumbents are responsible for planning, organizing, supervising, reviewing, and evaluating the work of assigned staff and for maintaining finance information technology applications including staffing, timekeeping, and financial management systems and is responsible for providing professional level support to the Payroll Manager in a variety of areas. Performance of the work requires the use of independence, initiative, and discretion within established guidelines.

ESSENTIAL FUNCTIONS: (These duties are intended to be representative sample of the duties performed by the class.)

Plans, organizes, assigns, supervises, and reviews the work of staff responsible for preparing and processing OCFA's payroll; trains staff in work procedures; evaluates employee performance, counsels employees, and effectively recommends initial disciplinary action; assists in selection and promotion.

Analyzes and reviews preliminary and final payroll register and other computerized payroll reports to ensure that all payroll information has been accurately updated.

Participates in the development of goals, objectives, policies, and procedures for assigned services and programs; recommends and implements policies and procedures including standard operating procedures for assigned operations.

Coordinates and participates in the work of staff engaged in payroll preparation, distribution, and reporting processes, including the correct set up of employees in the payroll system; verification, audit, editing and processing of employee payroll data for bi-weekly payrolls; verification of accurate calculations for step increases, promotions, demotions, acting pay, retroactive pay and adjustments for



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Payroll Supervisor

separations/terminations, leaves of absence without pay and wage assignments/garnishments; ensures the timely resolution of errors and discrepancies; approves the generation and distribution of paychecks; ensures strict compliance with OCFA policies and procedures, Memoranda of Understanding (MOU) provisions and all applicable State and federal legal requirements.

Ensures appropriate system processes and procedures are in place to ensure compliance with all State and federal payroll tax requirements; reconciles and transmits timely payment of quarterly and annual payroll taxes; assists with preparation of tax statements including 941 statement, W-2's and other tax-related documents; ensures timely reporting and payment of miscellaneous withholdings to appropriate agencies; reviews tax publications and obtains information from tax agencies regarding changes in reporting requirements and tax treatments for various types of compensation and benefits plans.

Transfers payroll information to the general ledger; resolves errors caused by inappropriate earning codes, deduction codes, and/or benefit codes; sets up new earnings, deductions, and benefits codes; recommends proper usage of account codes.

Provides technical advice to staff concerning payroll administration and the implications of changes in retirement, benefit plans, and collective bargaining agreements.

Conducts research, analyzes payroll data, and performs special projects for management staff; compiles and prepares a variety of confidential payroll-related reports; analyzes, calculates and prorates related accounts and fiscal records as required.

Works with Information Management staff to install, test, and implement systems changes to resolve problems, improve processes and/or meet new requirements; participates in implementing and testing new tax schedules in the system; reviews, interprets and manages implementation of payroll-related portions of negotiated collective bargaining agreements in a timely manner.

Consults with the Human Resources Division concerning submittal of required forms to process pay increases, promotions, demotions, transfers, reassignments, terminations, etc., and coordinates the timely receipt of electronic time sheets from the divisions.

Monitors, plans, and prioritizes staff assignments to balance the workload and ensure the timely completion of work; develops and revises payroll procedures and work methods for the unit to ensure standards for accuracy, timeliness, and adherence to operational procedures.

Provides staff assistance to management; prepares and presents staff reports and other written materials; supervises the establishment and maintenance of reports, records, and files; ensures the proper documentation of operations and activities.

Ensures staff observe and comply with all OCFA and mandated safety rules, regulations, and protocols.

Performs related duties as assigned.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE (position requirements at entry):



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Payroll Supervisor

Four (4) years of increasingly responsible experience performing payroll duties and functions, preferably with a public agency, of which two (2) years should be in a lead capacity. Education equivalent to completion of the twelfth (12th) grade, supplemented by college level coursework in bookkeeping, accounting, business administration, finance, or a related field is required.

LICENSES AND CERTIFICATIONS (position requirements at entry):

Possession of, or successful acquisition by time of appointment, a valid Class C California driver's license, to be maintained throughout employment.

KNOWLEDGE (position requirements at entry):

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles, practices, and methods of administering and coordinating a comprehensive payroll processing program.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Payroll methods and procedures and related rules, regulations, and policies.
- The functions and general operations of a computerized payroll processing and recordkeeping systems.
- Methods, practices, documents, and terminology used in processing payroll transactions and in financial recordkeeping.
- Principles and practices of governmental accounting, including internal control and auditing as they apply to payroll functions.
- Research methods and statistical and financial analysis techniques.
- Principles and practices of computer-based financial and accounting systems.
- OCFA human resources policies and procedures and detailed provisions of negotiated Memoranda of Understanding.
- Mathematical computations required to analyze and review payroll operations, activities, and administration, including maintaining accurate records and preparing statistical reports.
- Applicable Federal, State, and local laws, rules, regulations, and procedures relevant to assigned areas of responsibility.
- Principles and procedures of record keeping.
- OCFA and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and OCFA staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Payroll Supervisor

SKILLS (position requirements at entry):

Skill in:

- Assisting in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Selecting and supervising staff, providing training and development opportunities, ensuring work is performed effectively, and evaluating performance in an objective and positive manner.
- Understanding, interpreting, and applying all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Identifying problems, researching, and analyzing relevant information, and developing and presenting recommendations and justification for solutions.
- Analyzing and making sound recommendations on complex payroll issues, data, and operations.
- Developing and revising clerical payroll procedures and work methods.
- Researching, analyzing, and evaluating new service delivery methods, procedures, and techniques.
- Making accurate arithmetic calculations.
- Preparing clear, effective, and accurate reports, correspondence, policies, procedures, and other written materials.
- Establishing and maintaining a variety of filing, record keeping, and tracking systems.
- Independently organizing work, setting priorities, meeting critical deadlines, and following-up on assignments.
- Organizing and prioritizing a variety of projects and multiple tasks in an effective and timely manner; organizing own work, setting priorities, and meeting critical time deadlines.
- Using tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Effectively using computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicating clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establishing, maintaining, and fostering positive and effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various OCFA sites; vision to read printed materials and a computer screen; color vision in order to see different colored staffing entries; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

JOB TITLE: Payroll Supervisor

WORKING CONDITIONS:

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

May be required to work various shifts or emergencies on evenings, weekends, and holidays.

NOTE:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

Classification History:

Draft prepared by Koff and Associates, Date: July 2020

Human Resources Director Review:

Lori Zeller, Deputy Chief of Administration and Support Bureau _____

Date: _____

Adopted by Board of Directors, Date: TBD



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

Job Title: Training Program Analyst

REPORTS TO: Fire Battalion Chief/
Chief Training Officer

FLSA: Non-Exempt

SUPERVISES: N/A

CLASS CODE: TBD

DEPARTMENT: Operations

CLASS SUMMARY:

Incumbents are responsible for coordinating and administering training and staff development programs, including analyzing training needs, researching, planning and evaluating workplace training and educational activities and ensuring their compliance with applicable laws, regulations, policies and standards.

DISTINGUISHING CHARACTERISTICS:

The Training Program Analyst is a standalone classification, differentiated from other classifications by its training and support responsibilities.

ESSENTIAL FUNCTIONS: (These duties are intended to be representative sample of the duties performed by the class.)

Coordinates and administers training and staff development programs; researches, plans, administers, and evaluates workplace training and educational activities and ensures their compliance with applicable laws, regulations, policies and standards; researches requirements and guidelines regarding instructor qualifications, course offerings, registration processes and course materials.

Coordinates with OCFA executive, management, operations, and other staff, as well as training-related committees and/or task forces, to ensure that courses being offered meet agency and/or area operational needs; develops and maintains relationships with external agencies and/or individuals to develop cooperative training partnerships.

Provides guidance and targeted training support to staff members on various training program activities; serves as a technical resource to management and other staff regarding specialized training-related matters such as program accreditation, staff certification requirements, promotional tracks and processes, and course prerequisites; assists staff in identifying individual training opportunities as well as navigating the promotional process; researches and recommends the feasibility of training program developments and initiatives.

Conducts business analysis and training needs analysis by consulting with management as well as internal and external customers; reviews and analyzes course offerings for consistency with OCFA business and staff development goals.



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

Job Title: Training Program Analyst

Coordinates the production and administration of training activity plans and class schedules; coordinates instructor selection and course location; researches, recommends, and contracts with outside professional trainers to deliver training as needed; oversees class schedule publication and marketing.

Maintains OCFA Operations Training website, including processing class registrations and updating course offerings, promotional processes, examination timelines and OCFA career development tracks.

Assists in the development, implementation, and system maintenance of computerized training records systems/learning management systems (LMS).

Coordinates special events or activities such as graduations, seminars, and other special training activities; plans and arranges for food, rooms, awards, special guests and other logistics;

Participates in planning and preparing special training exercises and scenarios; may serve as a point person and liaison for an assigned area or set of responsibilities.

Prepares proposals and/or presentations to be delivered to executive and administrative management for program consideration; performs statistical analyses and prepares technical and analytical reports; composes, proofreads, and edits a variety of business communications.

Administers assigned budgets and related financial activities.

May design and/or redesign formative and summative course evaluations; analyzes course evaluation data to recommend future training needs and/or identify issues.

May assemble and facilitate cross-functional teams of Subject Matter Experts (SME's).

May research and evaluate commercially produced training materials, videos, and resources.

Performs other duties of a similar nature or level.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE (position requirements at entry):

Four (4) years of full-time experience in position(s) that utilized knowledge of training methods and techniques related to individual development, adult education, employee training and development programs, and workplace training programs. A Bachelor's degree in a related field or equivalent experience is required.

LICENSES AND CERTIFICATIONS (position requirements at entry):

- A valid California Driver's License.
- Certification as a Certified Professional in Learning and Performance (CPLP) or similar professional certification is highly desirable.



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

Job Title: Training Program Analyst

KNOWLEDGE (position requirements at entry):

Knowledge of:

- Needs assessment/analysis, instructional design, and curriculum development;
- Adult learning theory and education principles, practices, and techniques;
- Instructional Systems Design principles and techniques;
- Training delivery principles and methods;
- Training aids in fire technology;
- Educational statistics;
- Principles and practices of learning management systems;
- Formative and summative evaluation principles and techniques;
- Current training and organizational development theories, methods, and models;
- Group process, group dynamics, and interpersonal relations;
- Research and analysis methods and practices;
- Budget administration principles;
- Applicable Federal, State, and Local laws, rules and regulations.

SKILLS (position requirements at entry):

Skill in:

- Verbal and written communications;
- Working with and managing multiple priorities, changing deadlines, and interruptions;
- Using a computer and applicable software applications;
- Speaking effectively before groups of varying sizes in diverse settings;
- Instructing other adults using multiple training methodologies;
- Establishing and maintaining effective working relationships;
- Work effectively and cooperatively in a team setting;
- Formulating learning objectives, create and evaluate training objectives and requirements;
- Evaluating training curricula, including both formative and summative evaluations, and determining return on investment (ROI);
- Conducting research;
- Preparing reports;
- Monitoring budgets;
- Analyzing a variety of data and/or information and making recommendations based on findings;
- Preparing and analyzing statistical data.

PHYSICAL REQUIREMENTS:

Positions in this class typically require: fingering, grasping, talking, hearing, seeing, and repetitive motions.

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or negligible amount of force constantly to move objects. If the use of arm and/or leg controls



ORANGE COUNTY FIRE AUTHORITY

CLASS SPECIFICATIONS

Job Title: Training Program Analyst

requires exertion of forces greater than that for sedentary work and the worker sits most of the time, the job is rated for light work.

WORKING CONDITIONS:

Incumbent works in a standard office environment. Work is also performed in an outdoor setting when manipulative training is required, with variable temperatures and uneven terrain.

NOTE:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

Classification History:

Draft prepared by CPS, Date: March 2020

Human Resources Director Review:

Lori Zeller, Deputy Chief of Administration and Support Bureau _____

Date: _____

Adopted by Board of Directors, Date: TBD



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
September 24, 2020

Agenda Item No. 2F
Consent Calendar

**Mission-Driven Culture
Organizational and Leadership Development**

Contact(s) for Further Information

Brian Fennessy, Fire Chief

brianfennessy@ocfa.org

714.573.6010

Summary

This agenda item is submitted for approval to issue a special procurement contract to Mission Centered Solutions (MCS) to transfer organizational cultural and leadership development services, including remaining agreement balance, from the International Association of Fire Chiefs to MCS.

Prior Board/Committee Action

At its regular meeting on August 23, 2018, the Board of Directors approved and authorized the Purchasing Manager to issue a Professional Services Agreement to the International Association of Fire Chiefs for a three-year term in an aggregate amount not to exceed \$880,000.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute the proposed Professional Services Agreement with Mission Centered Solutions for a two-year term in an amount not to exceed \$391,700 (Year One - \$209,300, Year Two - \$182,400) to continue providing Mission-Driven Culture education development training.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding was previously approved in 2018 and remaining agreement funds will be carried-over into the FY 2020/21 budget, specifically in the Executive Management Department.

Background

Special Procurement Justification

In 2018 when this program was initiated, the IAFC partnered with Mission Centered Solutions (MCS) and Oklahoma State University (OSU) to provide implementation support for the Mission-Driven Culture training program. IAFC is a non-profit organization that supports the advancement of fire services locally, as well as internationally. The training programs offered under the IAFC have been approved by the Department of Homeland Security and the Federal Emergency Management Agency through California Office of Emergency Services.

While there are other firms that offer leadership programs, the MCS Mission-Driven Culture training program was designed specifically for fire service agencies with an understanding of the

unique culture. The Mission-Driven Culture program includes tools and workforce training programs, doctrine development and integration assistance, as needed consultation for planning and program support, and pre- and post-program cultural measurements.

Project Implementation

MCS has been the primary training facilitator since the start of the development training program. Due to recent organizational restructuring at the IAFC, staff has found that it would be most efficient to transfer the remaining agreement services and balance of funds, to MCS so that they may provide the services directly to OCFA. As with the IAFC, MCS will subcontract with OSU.

Recommendation

In order to continue supporting the Mission-Driven Culture development training program, staff is recommending approval to shift the services and remaining balance of the agreement with IAFC to MCS. The recommended agreement will be issued for a two-year term in an amount not to exceed \$391,700, utilizing unspent funding from the existing agreement with the IAFC. Upon approval, staff will issue a formal termination notice to the IAFC.

Attachment(s)

1. Professional Services Agreement
2. Special Procurement Form

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 24th day of September, 2020 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Mission-Centered Solutions, Inc., hereinafter referred to as "Firm". OCFA and Firm are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to provide implementation support for OCFA operational culture, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA a proposal dated September 7, 2020, incorporated herein by this reference ("Proposal"); and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Scope of Services, attached hereto as Exhibit "A", which includes by reference and by addendum: (1) Firm's Proposal, and (2) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto ("Services" or "Work"). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services,

and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

1.2 Compliance with Law

All Services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits

Firm shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement.

1.4 Familiarity with Work

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Work to be performed, (b) has investigated the site of the Work and become fully acquainted with the conditions there existing, (c) has carefully considered how the Work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any Work except at Firm's risk until written instructions are received from the Contract Officer.

1.5 Care of Work

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

1.6 Additional Services

Firm shall perform services in addition to those specified in the Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the agreement amount annually must be approved in writing by the OCFA Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors.

2. TIME FOR COMPLETION

The time for completion of the Services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "A," in an aggregate amount not to exceed Three Hundred Ninety-one Thousand Seven Hundred Dollars (\$391,700) for the initial agreement term.

3.2 Method of Payment

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for Services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice.

3.3 Changes

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

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

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

3.4 Appropriations

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

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

4.2 Schedule of Performance

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

4.3 Force Majeure

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

4.4 Term

This agreement shall continue in full force and effect for two years (initial term) unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement. The contract may be renewed upon mutual written agreement between OCFA and the Firm.

5. COORDINATION OF WORK

5.1 Representative of Firm

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: **Lark McDonald**

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

5.2 Contract Officer

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

5.3 Prohibition Against Subcontracting or Assignment

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

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

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

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

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

5.4 Independent Contractor

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

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

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

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

5.6 Employee Retirement System Eligibility Indemnification

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

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

6. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

6.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars

(\$2,000,000.00) aggregate. If a general aggregate limit applies, the general aggregate limit shall be no less than two million dollars (\$2,000,000.00). Coverage for products and completed operations is required with limits no less than two million dollars (\$2,000,000.00) aggregate. CGL insurance shall be provided on an occurrence-based coverage form; a "claims made" CGL policy is not acceptable. Firm shall maintain CGL insurance with per-claim, aggregate and products and operations completed limits no lower than the minimum CGL coverage limits set forth above. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for any of the following: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) any other exclusion contrary to this Agreement.

6.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile liability insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury, disease and property damage. Defense costs shall be paid in addition to the policy limits. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles, and be endorsed to eliminate any exclusion applicable to any of them.

6.2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance with limits no less than one million dollars (\$1,000,000.00), and in compliance with all other statutory requirements applicable in the State of California. Firm hereby waives on its own behalf, and shall obtain an endorsement from its workers' compensation insurer waiving on the insurance company's behalf, all rights of subrogation against the OCFA, its board members, officials, officers, employees, agents and volunteers.

6.2.4.1 If subconsultants or subcontractors are used, Firm shall require each of its subconsultants and subcontractors, if any, to waive all rights of subrogation, and to obtain endorsements from the subconsultants'/subcontractors' workers' compensation insurers waiving all rights of subrogation, against the OCFA, its board members, officials, officers, employees, agents and volunteers.

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

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept

workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

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

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

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

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

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

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

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

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

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

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

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

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

6.7 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Firm by this Section 5. Firm shall promptly furnish, at OCFA's request, copies of actual policies

including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

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

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

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

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

6.9 Enforcement of Agreement (Non-Estoppel). Firm acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Firm of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

6.10 Insurance for Subconsultants. If OCFA approves the use of subconsultants or subcontractors for the performance of any portion of the Services, then Firm shall be responsible for causing each approved subconsultant and subcontractor to procure and maintain insurance in the same types and amounts required for Firm, and in full compliance with the insurance requirements set forth in this Agreement, except as otherwise authorized in writing by the Contract Manager.

6.10.1 Delivery of Evidence of Subcontractor Insurance. Upon request of OCFA, Firm shall deliver to OCFA all certificates of insurance and endorsements required from subcontractors and subconsultants. (Note: Firm's duty to obtain all required insurance for subcontractors and subconsultants required under this Agreement applies whether or not OCFA requests delivery of evidence of such coverage.)

6.11 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

6.11.1 Firm shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

6.11.2 All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

6.11.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

6.11.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Firm agrees to reimburse OCFA for any losses resulting from its failure, or its subconsultants' or subcontractors' failure, to timely comply with the requirements of this Agreement.

6.11.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with, and evidence of insurance from, subconsultants and subcontractors and others engaged in performing any Services will be submitted to the OCFA for review.

6.11.6 Firm agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

6.12 Indemnification.

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to OCFA), indemnify and hold the OCFA, its board members, officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the OCFA, its board members officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. RECORDS AND REPORTS

7.1 Reports

Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.2 Records

Firm shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to

evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.5 Confidential Materials

Notwithstanding anything to the contrary in this Agreement, the Firm shall be the sole owner of Firm's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Firm's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law

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

8.2 Waiver

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

8.3 Rights and Remedies are Cumulative

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

8.4 Legal Action

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

8.5 Termination Prior to Expiration of Term

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

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

8.6 Termination for Default of Firm

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

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

8.7 Attorneys' Fees

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

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

9.2 Covenant Against Discrimination

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

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

10.2 Notice

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

Orange County Fire Authority
Attention: Sara Kennedy
1 Fire Authority Road
Irvine, CA 92602

WITH COPY TO:
David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To Firm:

Mission-Centered Solutions, Inc.
Attention: Lark McDonald
P.O. BOX 969
Franktown, CO 80116

10.2 Integrated Agreement

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

10.3 Amendment

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

10.4 Severability

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

10.5 Corporate Authority

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

[Signatures on Following Page]

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Manager

APPROVED AS TO FORM.

By:  _____
David E. Kendig
General Counsel

ATTEST:

Maria D. Huizar
Clerk of the Board

Date: _____

“FIRM”

MISSION-CENTERED SOLUTIONS, INC.

Date: 09/10/2020

By:  _____
Lark McDonald
Chief Executive Officer

EXHIBIT "A"

PROPOSAL FOR SERVICES

Implementation Support for OCFA Operational Culture

Orange County Fire Authority
1 Fire Authority Road
Irving, CA 92602

7 September 2020

MCS

Mission-Centered Solutions

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1 INTRODUCTION

1.1 Background

Cultural development has been articulated by the Orange County Fire Authority (OCFA) as a primary goal for the department's advancement and to set the foundation for its future growth. Since 2018 the department has been pursuing the goal of building strength within its operational culture. Since its inception in 2018, the OCFA work has included:

1. Measuring attitudes concerning operational culture through an online survey process.
2. Restoring and updating "The OCFA Way", an organizational level doctrine that describes the mission of the organization, and the expected personal values that its members should aspire towards.
3. Building an Operational Philosophy, that describes the operational values and culture of the department.
4. Holding several educational briefings and sessions with the membership and the leadership to lay out the foundation for the effort.
5. Providing leader development training for Captains and BCs.
6. Established internal resources to support the initiative's activities.
7. Additionally, outside the original effort the following MDC-related activities have been launched by the department:
 - A COVID-19 Strategic Planning effort and process
 - A capture of Lessons Learned of the COVID-19 response and establishment of a tool that can be leveraged in the future for managing lessons learned long-term.

This work is ongoing and has not yet reached completion. Given the impacts from the COVID-19 pandemic and the lessons learned in the past two years of implementation, the OCFA seeks to continue work but also seeks to realign priorities within the project to reflect the current needs.

1.2 Overview of Scope of Work

In this proposal Mission-Centered Solutions seeks to assist the OCFA in completing the initiative's goals through the following lines of effort:

1. Given the current priorities and status of the MDC effort, assist OCFA leadership in prioritizing the use of the remaining funds allocated to this project.
2. Provide technical and educational support as requested to OCFA leadership and groups, to include continued support for:
 - MDC Activities Implementation Support
 - Doctrinal development assistance
 - Process facilitation and education of MDC-related concepts and planning
 - Cultural measurement activities
3. Provide training and education support for leader development programs administered for the OCFA. This will include:
 - Train-the-Trainer courses to assist OCFA training personnel to deliver programs internally within the department
 - Delivery of externally-certified programs by approved cadre.

We anticipate that the term of this effort will be 2 years.

2 PROPOSING ORGANIZATIONS

MCS

Mission-Centered Solutions

MCS is a consulting and education firm that specializes in serving clients operating in high-risk or high-consequence environments. Since 1996 the firm has supported the wildland and municipal fire services in developing doctrines and education to advance operational culture. This work has included the design and development of the NWCG leader development curriculum, the framework of the Mission-Driven Culture now adopted by NWCG advanced incident management, and the Emergency Management Australia (EMA) Crisis Appreciation & Strategic Planning (CASP) process, a national level application of intent-based operations to catastrophic response.

MCS is currently an implementation subcontractor to the International Association of Fire Chiefs (IAFC) in support of the cultural and strategic planning underway. MCS will serve as Prime for this effort.

Mission-Centered Solutions is located in the Denver metropolitan area.



Oklahoma State University

Founded in 1890, OSU is a national leader in programming around disaster management, emergency management, and the human dimensions of leadership. OSU has designed and conducted the measurement effort used by OCFA in 2018 to provide a baseline for operational culture.

OSU will be responsible for remeasuring the OCFA organization in year two of this effort and comparing the results with the baseline collected in 2018

Oklahoma State University will be serving as a supporting subcontractor.

3 MDC PROGRAM SUPPORT

Currently the OCFA is engaged with several ongoing lines of effort under the goal of operational culture and MDC. As the focus of the effort moves from upper leadership into the other ranks, MCS proposes providing as-needed technical support in the following areas:

3.1 Leadership/Project Management Support Activities

- Assist OCFA project managers and team members through providing leader mentoring and other consultative assistance and support to department personnel on an as-needed, ad hoc basis. This work may include consultation on implementation planning or communication with OCFA MDC team leaders or members, or support requiring facilitation, briefing or education supporting the MDC initiative.

Assist OCFA project managers and team members as needed with setting up the internal support structure for education support of the OCFA Operational Philosophy. For change to occur, it must be supported day-to-day on the job as well as by the organization. For these reasons, there is an ongoing need for an internal resource for supporting personnel who are wrestling with implementing the concepts and tools or are encountering barriers within the organization

- Assist OCFA project managers and team members with design and implementation of the first phase of an OCFA-wide organizational learning platform/system. The core of this work was accomplished in spring 2020 which focused on collection and storing of lessons learned. Within the scope of this effort, MCS proposes the following support activities:
 - Training for OCFA personnel on existing LL collection system
 - Assistance with developing a general employee feedback process for properly adjudicating, routing and tracking employee input and lessons learned
- Assist OCFA leadership and the Communications group as requested with planning and generating web content for MDC-related activities/content.

3.2 Assistance with Completing and Integrating Operational Doctrine

Foundational operational doctrine describes the basis of operation regardless of circumstance. It also provides the underpinning values and priorities for what the Department conducts. In 2019 the OCFA expanded the development of doctrine to include not only the OCFA Way update, but also the development of new doctrines relating to Operational Philosophy. This includes Operational Values, Intent-based Operations, and the Leadership Standard originally identified in 2018 which defines the principles and concepts that form a foundation for leader behavior across the department. Through these doctrines, the Department communicates its expectations and operational leadership vocabulary to the members of the department as well as others outside the Department.

In 2019 the update of the OCFA Way was completed and the Division Chiefs started to work on the Operational Philosophy documents. The status of these documents as of Sept 15, 2020 is:

- Operational Philosophy Overview – complete
- Operational Values – complete
- Intent-based Operations – final completion by the Division Chiefs expected in October
- Leadership Standard – in the design phase

Description of Proposed Activities

1. Assist with development, editing, and finalization of the Intent-based Operations doctrine. This work is currently in the process of finalization.
2. Assist with design, development, editing, and finalization of the Leadership Standard doctrine. This work is in the design phase and is currently in progress.
3. Assist in drafting, planning, and shooting the OCFA Media group with shooting supporting video discussions. This effort involves the product of educational video segments which help to explain the application of the doctrines to current operations. It is anticipated that the Communications group will be responsible for the shooting and editing of the interviews. MCS will serve as a project coordinator and provide assistance during planning, production and post-product as needed.
4. Provide ongoing support to the Division Chief group as they migrate the concepts into the BC and Captain ranks. This includes teleconferences and in-person meetings as deemed needed.
5. Provide assistance with planning and implementing the use of the doctrines within the non-operational groups in OCFA. This work has not started yet.

3.3 Post-COVID Strategic Planning Assistance

In June 2020, the OCFA formed a team to begin planning for the long-term effects and roll outs of the COVID-19 pandemic. Over the following months the COVID-19 Strategic Plan was formed and has approved by executive leadership. As the organization enters the next phase of implementation, continued support is expected to be needed as the tasks of the plan are delegated to various parts of the organization. This is a continuation of work that is currently in progress.

4 RE-MEASURE OF OPERATIONAL CULTURE

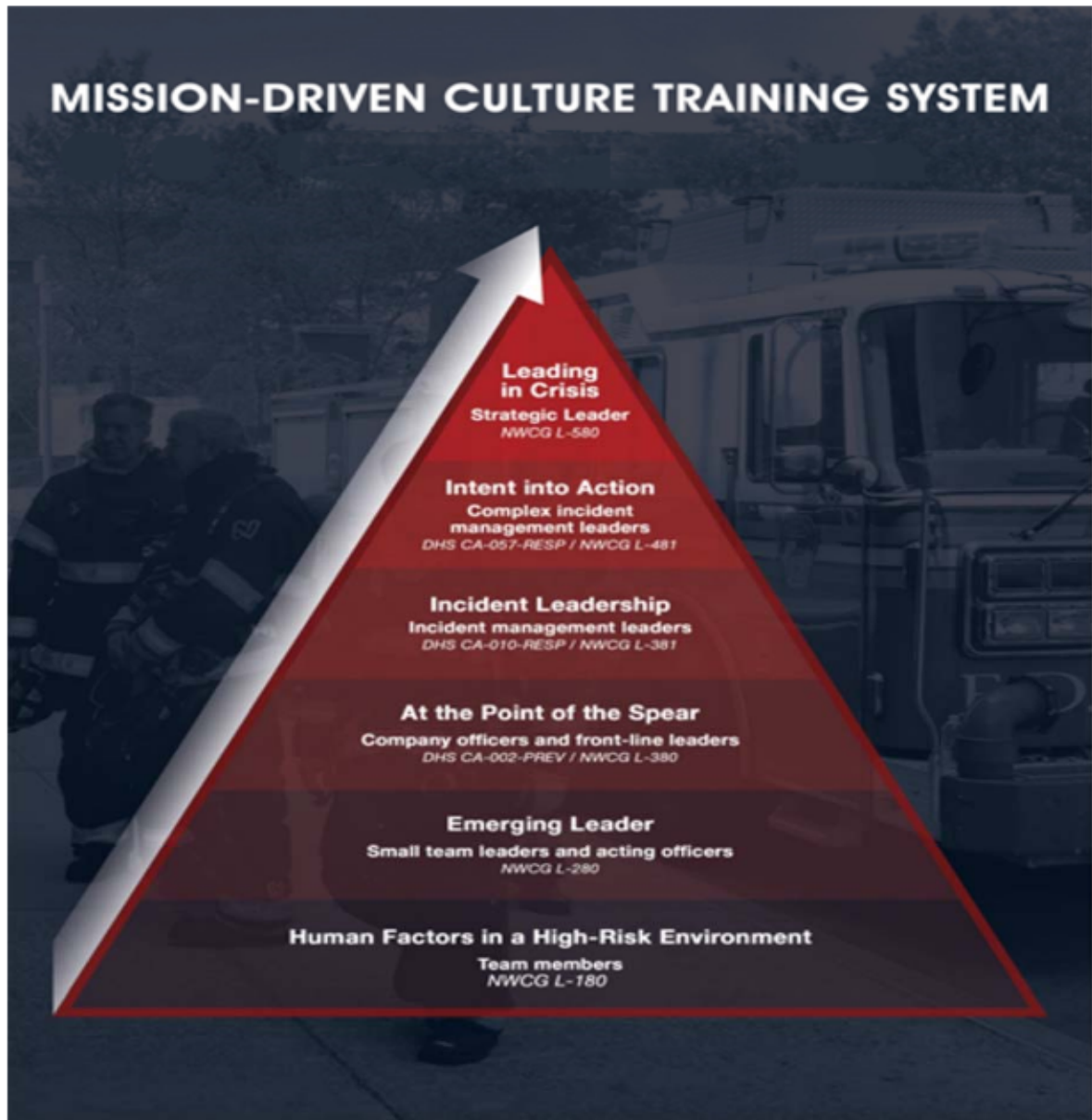
In 2018 the OCFA successfully conducted the first baseline inventory under the guidance of researchers at Oklahoma State University.

By the end of this two-year effort, the organization will likely be in position to re-measure using the same 2018 survey with the purpose of detecting trends and to determine if the changes in the past years were successful in achieving their goals.

Description of Proposed Activities

- Deploy online survey to re-measure the organization using the same criteria and conditions as used in 2018.
- Provide technical support to the OCFA personnel supporting the survey roll out and collection period.
- Analyze data and determine results from a comparison of 2018 results.
- Provide a summary report to OCFA leadership. The OCFA shall retain control over the collected data and approve any release or use in the national database.
- Assist OCFA project personnel as needed in planning efforts to determine correlation of survey results with other measures of operational performance.

5 TRAINING DELIVERY



In 2019 the OCFA adopted the above leader development curriculum for its Operational members. The Emerging Leader and Human Factors programs are designed to be implemented within the Department. The remaining programs must be delivered by a certified cadre and entity for credit to be given. In addition to these listed programs, there are additional supplemental training modules that occupy the space between At the Point of the Spear (CA-002-PREV/L-380) and Incident Leadership (CA-010-PREV/L-381). There is more information available on those further below.

5.1 Proposed Activities: Training Delivery

MCS proposes to provide delivery for the following programs, as requested by the OCFA:

- *At the Point of the Spear* (CA-002-PREV)
- *Incident Leadership* (CA-010-PREV)
- *Intent into Action* (CA-057-RESP)
- *Train the Trainer for Human Factors* (L-180)
- *Train the Trainer for Emerging Leader* (L-280)

Details on these programs are listed below. *Leading in Crisis* (L-580) shown in the above diagram is also part of the OCFA curriculum, but is not included in this proposal.

5.1.1 OCFA Logistical Support Requirements

For all MCS-delivered programs, the OCFA agrees to provide a person on site to act as the Site Logistics Coordinator (SLC), responsible for acting as the OCFA representative for planning and logistical support activities needed for the program. This person must be available to coordinate and support the instructors the day before the course starts and be available as needed, before and after, the program delivery each day. A list of the SLC duties and responsibilities can be found in the support Appendix for each course. Please contact MCS for any further information or clarification.

5.1.2 At the Point of the Spear (POTS)

At the Point Of The Spear: Preparing and Leading Cohesive, Adaptive, and Resilient Teams (FEMA CA-002-PREV) This program presents principles for leading in high-risk and high-stress environments, building team cohesion, and resolving conflicts and problems within the team. Using a mix of theory, classroom exercises, and field exercises, this interactive program is designed to reinforce mission-driven operational culture at the team level and to provide a framework from which to launch future organizational development.

At the Point of the Spear encompasses a set of first-line leader development programs that share the same philosophy and objectives but are specific to individual types of resources.

Subjects included in the program:

- Human Factors
- Fear and the Leader

- Leader Credibility
- Leadership Principles
- Building Your Team
- Operational Values
- Providing Leader's Intent
- Building the Resilient Team
- Operational Norms
- Training Responsibilities
- Principles of Effective Training
- Learning from Performance
- Individual Expectations
- Maintaining Standards
- Accountability
- Strategies for Resolving Conflict

Length

36 hours over 5 days, +4 hours of pre-course work

Composition

Mixed traditional classroom, exercises, and simulations

Number of students

15-24. OCFA is encouraged to fill the program to capacity for maximum effectiveness.

Target audience

First-line supervisors and supporting overhead (fire captains, crew leaders, and Battalion Chiefs.)

Delivery location

As determined by OCFA.

Product ID

POTSFSL3.MCS

Certifications

U.S. Department of Homeland Security/FEMA: CA-002-PREV

National Wildfire Coordinating Group: L-380 Fireline Leadership

Specific Items Provided by MCS and Included in SOW

1. Three MCS program trainers for each Fire Service Leadership program with specific experience in human factors psychology, operations, and military leadership and doctrine. All facilitators will be on-site the entire duration of each session.
2. Instructional materials including instructor and student materials, classroom and exercise support materials, case study pre-work and graduation certificates
3. Transportation of all program materials and MCS equipment to the OCFA-designated Point of Contact.
4. Instructor travel and expenses.
5. In-program and post-program evaluation activities and reports as negotiated.
6. Role players to support the field exercise, if requested by OCFA.
7. Student registration or coordination services as requested by OCFA.

Specific items provided by OCFA and Not included in SOW

1. Salary, travel, per diem and other related costs associated with OCFA site logistics support personnel and participants, or any other non-MCS personnel assisting at the OCFA's behest. Details of the support schedule, equipment requirements and classroom facilities can be found in the attached documentation.
2. Facility costs, including costs for providing flip charts and presentation screens.
3. Transportation and associated costs for participants to and from field exercises.
4. Field equipment required for the participants, such as two-way radios, flagging and vehicles to support the field exercises. (Unconventional materials specific to the exercises will be provided by MCS.)
5. Compensation (overtime, comp time, etc.) needed to enable students to participate in the training.

The full description of the logistical support requirements is documented in Appendix A and contains logistical checklists to assist OCFA support personnel, facility and equipment requirements, and support materials.

5.1.3 Incident Leadership (IL)

Incident Leadership (IL): Applying the Principles of a Mission-Driven Culture during Chaotic and Escalating Events (FEMA CA-010-PREV & NWCG L-381) This hands-on program helps participants learn strategies for implementing the principles of intent-based (or mission command) operations. The programs are also focused on building operational momentum within temporary and diverse teams, and in leading operational planning that extends into a strategic time frame. This program builds new trigger points and recognition skills within students that are directly transferable to future operations and incidents.

Subjects included in the program:

- Command Climate
- Commander's Guidance and Leader's Intent
- Span of Control
- Team Effectiveness
- Operational Tempo
- Human Error
- Effective Incident Communications
- Command and Control

Length

36 hours over 5 days, +3 hours of pre-course work

Composition

20% classroom, 80% simulation-related activities

Number of students

16-24. OCFA is encouraged to fill the program to capacity for maximum effectiveness.

Target audience

Personnel working at the Leader-of-Leaders levels (Battalion Chief, Incident Controller – small-medium complexity incidents, etc.)

Delivery location

As determined by OCFA.

Product ID

IL24AH3.MCS

Certifications

U.S. Department of Homeland Security/FEMA: CA-010-PREV

National Wildfire Coordinating Group: L-381

Specific Items Provided by MCS and Included in SOW

1. Three MCS program trainers for each Fire Service Leadership program with specific experience in incident command, fire operations, and military command leadership and doctrine. All facilitators will be on-site the entire duration of each session.
2. Instructional materials including instructor and student materials, classroom and exercise support materials, case study pre-work and graduation certificates
3. Transportation of all program materials and MCS equipment to the OCFA-designated Point of Contact.
4. MCS personnel travel and expenses.
5. In-program and post-program evaluation activities and reports as negotiated.
6. Role players and training to support simulation.
7. Student registration or coordination services as requested by OCFA.

Specific items provided by OCFA and Not included in SOW

1. Salary, travel, per diem and other related costs associated with OCFA site logistics support personnel and participants, or any other non-MCS personnel assisting at the OCFA's behest. Details of the support schedule, equipment requirements and classroom facilities can be found in the attached documentation.
2. Facility costs, including costs for providing flip charts and presentation screens.
3. Transportation and associated costs for participants to and from field exercises.
4. Field equipment required for the participants, such as two-way radios and phones to support the simulation activities. (Unconventional materials specific to the exercises will be provided by MCS.)
5. Compensation (overtime, comp time, etc.) needed to enable students to participate in the training.

The full description of the logistical support requirements is documented in Appendix B, which contains logistical checklists to assist OCFA support personnel, facility and equipment requirements, and support materials.

5.1.4 Intent into Action (IIA)

Intent into Action (IIA): Advanced Leadership for the Command and General Staff (CA-057-RESP) The program offers command teams (North American Type 2 and Type 1 or Australian Level 2 and Level 3) the practical skills and tools to build cohesion, adaptiveness, and resilience during complex incident planning and operations. At this level, the ambiguous, undefined, and dynamic nature of incidents requires a degree of teamwork and integration beyond what is needed for smaller incidents. C&G members need to function as an integrated unit to build a common operating picture, plan strategically, and conduct effective operations. Salient themes – leadership, teamwork, intent, communication, and operational culture – extend beyond the confines of the incident organization to have a significant effect on cooperators, jurisdictional owners, and political-public spheres.

This program picks up where fundamental IMT courses, such as All-Hazard IMT and Incident Leadership, leave off. Intent into Action concentrates on integrating leadership and incident management acumen to achieve strategic results in large-scale incidents.

With the following topics, the program focuses on guiding the C&G as a highly functional and integrated team that can leverage incident management practices to its best effect:

- Developing ethos and team culture as a professional staff
- Establishing and maintaining an effective command climate aligned with a Mission-Driven Culture
- Developing and maintaining a common operating picture
- Providing functional integration and resilience
- Leading at the team, section, and stakeholder level
- Influencing the political, social, information, and economic elements of the operational environment
- Assuming command and propagating intent

This five-day program provides practical experience using ICS structure in the context of a large incident response. Students work in iterative simulations to review, practice, and improve the application of doctrinal tools along with leadership skills as appropriate for the C&G. They graduate with a portfolio of feedback upon which to base future development activities.

Length

40 hours over 5 days

Composition

20% classroom, 80% simulation-related activities

Number of students

24-32

Target Audience

Leaders involved with serving on incident management teams handling large or complex incidents.

Certifications

U.S. Department of Homeland Security/FEMA: CA-057-RESP

National Wildfire Coordinating Group: L-481

The full description of the logistical support requirements is documented in Appendix C, which contains logistical checklists to assist OCFA support personnel, facility and equipment requirements, and support materials.

5.1.5 Train the Trainer – *Emerging Leader*

Emerging Leader/Small Team Leadership (NWCG L-280) This program is designed to be delivered by trained instructors within the Department. The train-the-trainer program is delivered by MCS to potential instructors. Focuses on mastery of the program content and assisting with instructional techniques as needed.

Emerging Leader is an introductory leadership course that is designed to be delivered by the parent organization with trained internal instructors. The course involves 2-4 hours of pre-course work and 16 contact hours that focus on introductory leadership skills and self-awareness associated with leading in a task-level environment. The contact hours include one day of classroom instruction followed by a second day in the field with students working through a series of problem-solving events called the Field Leadership Assessment Course (FLAC) in small teams. This course is designed as a self-assessment opportunity for individuals preparing to step into a leadership role.

- Leadership Values & Principles
- Transition Challenges for New Leaders
- Situational Leadership
- Teambuilding
- Ethical Decision Making

The desired outcome of this training is to expose operators to foundational leadership concepts in high-risk work environments. To provide operators with small team leadership opportunities in order to assess themselves in regard to how well prepared they are to step into a leadership role.

Length

16 hours over two days, +10 hours of prep time

Composition

Mixed traditional classroom, exercises, and simulations. Development activities include role playing, instructional feedback.

Number of OCFA instructor trainees

6-8

Target Audience for Train the Trainer Program

Internal instructors with facilitative instructor skills

Certifications

N/A

Emerging Leader Program (delivered by OCFA)

Length

16 hours over two days

Number students

10-20

Target Audience

Operational personnel who are/will provide tactical/task-focused small unit leadership

5.1.6 Train the Trainer – *Human Factors*

Train the Trainer for delivering *Human Factors in the High-Risk Environment (NWCG L-180)* This program is designed to be delivered by trained instructors within the department. The train-the-trainer program is delivered by MCS to potential instructors. Focuses on mastery of the program content and assisting with instructional techniques as needed.

Human Factors in the High-Risk Environment is an introductory team member-level course that is designed to provide students with a basic human factors vocabulary surrounding the subjects of communication, situation awareness, decision making and organizational learning. The program provides a model of communication responsibilities and expectations that underpin the mission-driven culture at an operator level. It is designed to be delivered by the parent organization using trained internal instructors. The course involves 6-8 contact hours, depending upon the focus of the department.

- Communication responsibilities
- Situation awareness and decision making

The desired outcome of this training is to expose operators to foundational leadership concepts in high-risk work environments. To provide operators with small team leadership opportunities to assess themselves regarding how well prepared they are to step into a leadership role.

Train the Trainer Program: Length

8 +10 hours of prep time

Composition

Mixed traditional classroom, exercises, role playing, instruction feedback

Number of OCFA instructor trainees

6-8

Target Audience

Internal instructors with facilitative instructor skills

Certifications

N/A

Human Factors program (delivered by OCFA) Length

6-8 hours

Number students

10-40

Target Audience

All departmental personnel

5.1.7 Refresher Training Modules

Currently, it is expected that the OCFA would incorporate the key programs listed in this proposal into the career development path for company officers and chiefs, however these programs normally occur at widely-spaced intervals separated by several years. This spacing leaves a gap in the ongoing development needs for OCFA employees, where the organization must generate activities to further develop and engage employees on a regular basis to keep the skill sets sharper and to continue a pathway for improvement.

The OCFA has now two pilot programs amounting to a total of 10-12 hours of refresh training that can be implemented with L-380/At the Point of the Spear graduates when it is ready to do so:

- Facilitating Effective After-Action Reviews
- Communicating Leader's Intent

Under this offering, MCS proposes to assist OCFA Training with finalizing these modules for delivery within the Department, including providing Train-the-Trainer events for both modules, and provide final changes to the modules prior to implementation as requested.

5.2 Use Licenses

For all MCS training programs provided to OCFA person under this scope, the OCFA shall be granted license to use and or draw derivative works from the various models or concepts presented in the programs. Where appropriate, licenses will be extended in perpetuity provided that the use of the products are limited to the OCFA organization. This permission pertains only to property that MCS owns. Some additional use permissions may be needed from Third Party organizations, depending upon what use is sought.

Permitted use shall include any tools, materials or concepts used to support the implementation of a Mission-Driven Culture at OCFA, including models, artwork, papers and other products introduced in training designed to support decision making tools, after action reviews, counseling, and target leader behavior.

5.3 Contextualization

MCS will assist OCFA in customizing the context or labeling of the training programs or products as needed to improve its integration into OCFA's workforce development efforts. For a period of five years following project initiation, MCS will provide updates to these tools and packages as they occur, if requested by OCFA.

6 PROPOSED TRAINING IMPLEMENTATION

6.1 Level of Effort

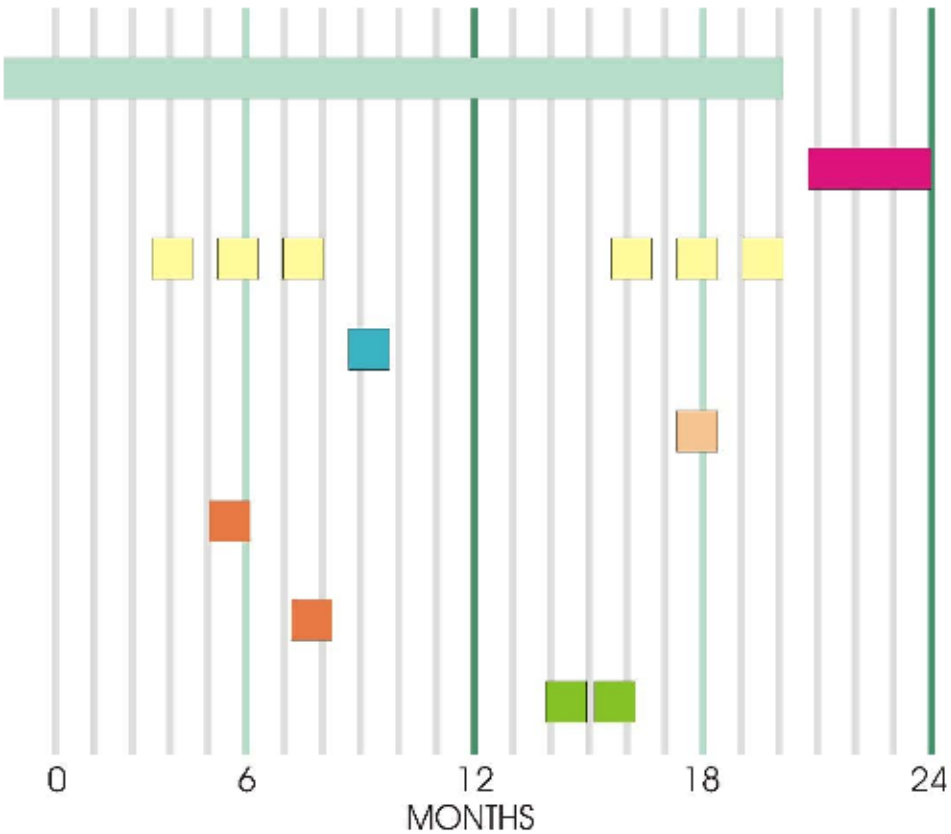
Based upon the number of graduates recorded in the records of OCFA and other regional offerings, the projected number of training programs needed to train the remaining Operations personnel:

- *HF in the High-Risk Environment* – Train the Trainer: **1**
- *Emerging Leader* – Train the Trainer: **1**
- *At the Point of the Spear* (Captains, BCs): **6**
- *Incident Leadership* (BCs, DCs): **1**
- *Intent into Action* (IMT and DCs): **1**

The Intent in Action program will be likely shared with personnel from other regional resources.

6.2 Proposed Training Program Implementation Schedule

- 3 MDC Program Support
- 4 Re-measure Operational Culture
- 5.1.2 At the Point of the Spear
- 5.1.3 Incident Leadership Training
- 5.1.4 Intent into Action Training
- 5.1.5 Emerging Leader Train-t-Trainer
- 5.1.6 HF Train-t-Trainer
- 5.1.7 Refresh Training: Train-t-Trainer



6.3 Proposed Cost

REF	TRAINING PROGRAM	QTY	UNIT COST	YR 1 TOTAL	YR 2 TOTAL
3	MDC Program Support	N/A	N/A	\$50,000	\$9,500
4	Re-measure Operational Culture		N/A	\$0	\$15,000
5.1.2	At the Point of the Spear (Captains, BCs)	6	* \$39,300	\$117,900	\$117,900
5.1.3	Incident Leadership (BCs, DCs)	1	** \$41,400	\$41,400	\$0
5.1.4	Intent into Action (IMT)	1	Φ \$80,000	\$0	\$40,000
5.1.5	Emerging Leader – Train the Trainer	1	included	included	N/A
5.1.6	HF in the High-Risk Environment – Train the Trainer	1	included	included	N/A
5.1.7	Refresh Training Programs: T the T, finalize	N/A	included	included	N/A
	Estimated Cost Per Year			\$209,300	\$182,400
	Total Project Cost (2 years)				\$391,700

* = Role players are included in the cost. Deduct \$1000.00 if OCFA options to provide role players for program

** = Role players are included in the cost. Deduct \$3000.00 if OCFA options to provide role players for program

Φ = The Intent into Action program is designed for 32 students and will likely be shared with students from other regional agencies. This proposal assumes that OCFA would cover 50% of the \$80K cost of this program, or \$40K.

NOTE: 5.1.2, 5.1.3, and 5.1.4 are programs that are pre-approved for use with FEMA UASI or HSGP grant money.

7 TERMS AND CONDITIONS

Validity

This quote is valid until 11/1/2020 unless otherwise extended by Mission-Centered Solutions.

Terms

Invoices due upon receipt.

Payment Information

Payments by check or electronic funds transfer accepted.

Payments should be made to:

Mission-Centered Solutions
P.O. Box 969, Franktown, CO 80116
Attn: Finance

Finance POC: Laura Walsh
o: 303.646.3700 x410
lwalsh@mcsolutions.com

Advanced Consulting and Support Advanced Authorization Required

The OCFA assigned project manager must authorize all support and consulting activities in advance of work commencing. If requested, MCS shall provide an estimate of the level of effort and the estimated cost, including estimated travel, for all non-training work under Section 3 of this proposal.

Training Program Cancellation Terms

Due to the complexity and resource requirements that must be met prior to delivering a training program, the OCFA will authorize the MCS to bill as needed to recover costs incurred in the preparation and planning for the program if the program is cancelled within six weeks of the scheduled delivery date.

Unrecoverable costs begin to accumulate approximately six weeks in advance of the program, and may include:

- Airline tickets

- Materials and shipping costs
- Assembly and overhead costs
- Cadre contract and security costs

If OCFA cancels a program 30 days or less in advance of the scheduled program start date, the MCS will bill for the delivery-related costs that are unrecoverable, accrued to the date of cancellation. Trainer fees are included in “unrecoverable costs” if the program is cancelled within 4 weeks of the scheduled program start date.

If the program is cancelled 14 days or less from the scheduled delivery date, the full quoted cost of the program will be billed to the OCFA, minus any saved travel expenses for unused per diem and hotel costs and any returned reusable course materials.

If requested, MCS will advise the OCFA project point of contact when costs will begin to be accrued against the program, so that such penalties can be avoided whenever possible.

Intellectual Property

Under this proposal, the contents, processes, and supporting materials used in the performance of the training services described in this program remain the intellectual property of the original owner and duly protected under applicable copyright and intellectual property laws. No transfer of rights or license is implied.

Specific licenses for program tools and content that can be used by the Department long-term will be provided independent of this document.

APPENDIX A: POTS LOGISTICAL REQUIREMENTS

Program Schedule

The client selects the program schedule from three available options: 5-day, 4-day, or 6 (3+3) day.

Standard Five-Day Schedule

The most common schedule is the 5-day format, usually conducted Monday through Friday.

Day	Typical Day of Week	Time
1	Monday	1300 – 1800
2	Tuesday	0800 – 1700 1900-2300
3	Wednesday	0800 – 1700
4	Thursday	0800 – 1900
5	Friday	0800 – 1200

This schedule enables participants to travel during business hours. If your organization uses flex or comp time, the afternoon of Day 5 can be used to recover the 3 to 4 hours spent during the Night exercise on Day 2.

Four-Day Schedule

This option is offered to provide additional flexibility to students.

Day	Time
1	0800-1730
2	0800-1700 1900-2300
3	0800-1900
4	0800-1700

Six-Day (3+3) Schedule

This schedule enables participants to attend during two weekends. It is intended for volunteers and others who cannot attend during typical business hours.

Day	Typical Day of the Week	Time
1	Friday	1900-2300
2	Saturday	0800-1730 1900-2300
3	Sunday	0800-1300
4	Friday	1900-2300
5	Saturday	0800-1900
6	Sunday	0800-1200

Guest Speaker

We encourage the sponsoring organization or agency to enlist a credible leader from the organization to give a short talk (roughly 10 minutes) at the start of the program.

The intent of this talk is to emphasize two points:

- The organization’s critical need for people who can prepare and lead teams capable of meeting the challenges of your world.
- The value places on students’ investment of time and effort in this program.

Hearing this message from a respected leader inspires students to take full advantage of the program. It also reinforces their understanding that developing as leaders is important for the organization’s future.

In our experience, the most influential speakers have been from the students’ chain of command. The higher level the person is in the organization, the stronger the message.

An effective speaking technique is to describe personal leadership experience— anecdotes about the need for capable leaders or strategies for overcoming challenges inherent in the leadership journey. Conversational address usually works best—informal, open, and honest. Honesty means not necessarily giving the company line but rather acknowledging the complex reality and difficult challenges ahead.

We recommend a 10 to 15 minute message—no more than 30 minutes. The speaker should be available for the first 30 minutes of the program on the first day. The lead instructor introduces the speaker in his or her opening remarks.

Training Location

The minimum room requirement for the training location is one main classroom and two breakout rooms.

Although not required, a small logistics workroom with an electrical outlet is extremely helpful to the cadre for efficiency as well as for security of MCS and client equipment. This room can be quite small, just big enough for one person to work and spread things out on a table. This workroom can double as one of the breakout rooms if it would be available all week.

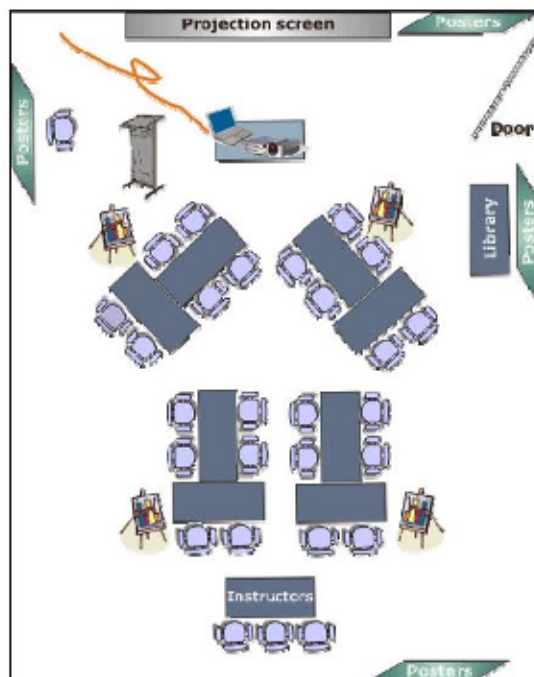
In addition, the training location needs to have an Internet connection so the cadre can send participant information to the MCS office.

Room Logistics

The main classroom has the following logistic requirements:

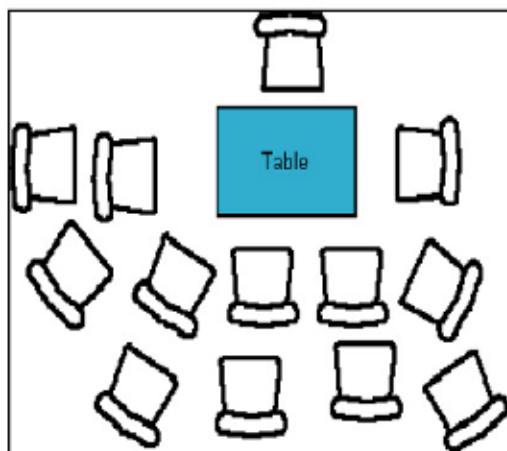
- Projection screen
- 28 chairs (24 for participants – 4 for instructors or observers)
- 1 lectern
- Wall space and suitable method for hanging heavy signs and posters
- Secure storage area
- 8 rectangular tables for participants (If rectangular tables are unavailable, 4 round tables can be substituted.)
- 1 table for instructors
- 1 table for library items
- 1 table, cart, or stand for projector and laptop

The following diagram illustrates the recommended main classroom setup:



Both breakout rooms have these requirements:

- 13 chairs
- 1 small table



The breakout rooms are used for classroom exercises as well as for the afternoon field exercise. If these rooms adjoin each other or main classroom, there should be enough of a sound barrier to block occasional shouting and radio traffic during the field exercise. In addition, instructors should be able to darken room to near black for the field exercise.

Equipment Requirements

The main classroom has the following equipment requirements:

- Extension cord, about 25 feet long
- Four flip charts on easels with a set of markers for each
- Optional—projector and audio. Client-provided sound systems usually provide for better quality projection and sound. In addition, many training facilities are equipped with overhead projectors, which eliminate the need for a table-top projector.

Room Scheduling

The scheduling requirements for each type of room vary according to the length of the program. The following tables outline these requirements:

Five-Day Schedule					
Room	Day 1	Day 2	Day 3	Day 4	Day 5
Main Classroom	1300 – 1730	0800 – 1700	0800 – 1700	0800 – 1900	0800 – 1200
Breakout Room 1		1200 – 1700	0800 – 1200	1200 – 1900	
Breakout Room 2				1200 – 1900	

Four-Day Schedule				
Room	Day 1	Day 2	Day 3	Day 4
Main Classroom	0800 – 1730	0800 – 1700	0800 – 1900	0800 – 1700
Breakout Room 1			0800 – 1900	0800 – 1300
Breakout Room 2			0800 – 1900	

3 + 3 Schedule						
Room	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6
Main Classroom	1300 – 1730	0800 – 1700	0800 – 1300	1900 – 2300	0800 – 1900	0800 – 1200
Breakout Room 1			0800 – 1200		1900 – 2300	
Breakout Room 2					1900 – 2300	

Field Exercise Radio Requirements

The client supplies eight radios for both the field exercises. The following tables detail the requirements:

Radio	Channel			Exercise	
	1	2	3	Night Field	Afternoon Field
1	Frequency 1	Frequency 2	Off	Teams 1 & 2	Team 1
2	Frequency 1	Frequency 2	Off	Teams 1 & 2	Team 1
3	Frequency 1	Frequency 2	Off	Teams 1 & 2	Spare
4	Off	Frequency 2	Frequency 3	Teams 3 & 4	Team 2
5	Off	Frequency 2	Frequency 3	Teams 3 & 4	Team 2
6	Off	Frequency 2	Frequency 3	Teams 3 & 4	Spare
7	Frequency 1	Frequency 2	Frequency 3	Dispatch	Instructors
8	Frequency 1	Frequency 2	Frequency 3	Dispatch	Instructors

The frequencies must be discrete with enough separation to prevent bleed-over.

Frequency	Night Field Exercise	Afternoon Field Exercise
1	Tac 1	Air to air
2	Dispatch	Air to ground
3	Tac 2	USGS

Outdoor Field Exercise Requirements

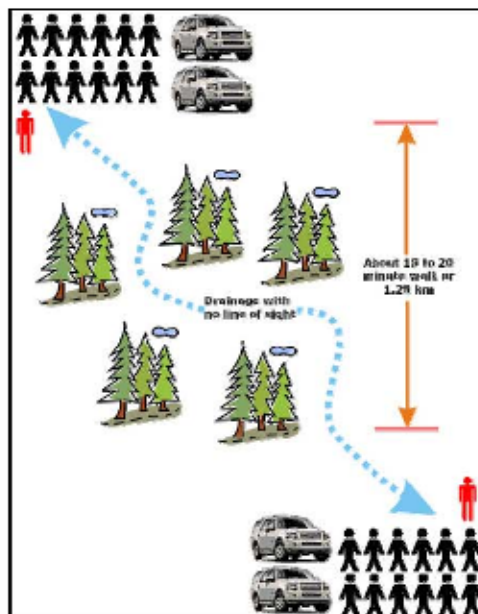
In the evening on Day 2, the cadre conducts an outdoor field exercise. (The timing of the exercises—from 1900 to 2300 on Day 2—is the same for all program schedules.) This section outlines the site, equipment, and personnel requirements for this field exercise.

Site Requirements

The following parameters are recommended for the site of the field exercise:

- Within 15 to 20 minutes of main classroom
- Remote area free of other traffic, people, noise, or other distractions
- Drainage with trees and bushes preferred
- Moderate slope preferred
- No long lines of sight
- Separate access points for top and bottom groups
- Ground should be clear of mud and snow when possible.

The following diagram illustrates the recommended site layout:



Vehicle Requirements

The client provides five vehicles to transport all students, instructors, and role players to the exercise location.

- Vehicle 1—seats 6 students + 1 instructor
- Vehicle 2—seats 6 students + 1 instructor
- Vehicle 3—seats 6 students + 1 instructor
- Vehicle 4—seats 6 students
- Vehicle 5—seats 3 role players

Role Players

The client provides three role players to support the outdoor field exercise on Day 2:

- An emergency responder (crew or team leader)
- A local landowner
- A television news reporter or photographer.

The field exercise simulates the aftermath of a natural disaster. Role players will meet with the training cadre the morning or afternoon of Day 2 before the start of the exercise for a briefing that may include an orientation of the training site and a walk through of the exercise. This orientation could take up to two hours. Role players show up on site by 1830 to start the exercise. Their participation continues to the end of the exercise at approximately 2200.

Role players should be able to walk (at times quickly) through uneven terrain and drainages at night. The most important characteristics of selected role players are a high level of energy and a desire to make training realistic and meaningful for exercise participants.

Client Logistics Checklist

The following checklist describes chronologically the tasks performed by clients to support *At the Point of the Spear* programs.

Committing to a Program	
<input type="checkbox"/>	Once the terms of the training have been set, sign the Quote for Training and fax it to MCS, send the purchase order, or otherwise commit to the program, as negotiated.
<input type="checkbox"/>	Determine prospective training sites. For information about the requirements, see Summary of Workspace Requirements for Incident Leadership (IL).
Initial Planning for Program	
<input type="checkbox"/>	After you order a program, Logistics sends a Course Information Sheet to begin the logistics process. Complete and return the form.
<input type="checkbox"/>	(Optional) Arrange for a kickoff speaker. The most influential guest speakers are from students' management chain of command.
Seven to Eight Weeks Prior to Program	
<input type="checkbox"/>	Make arrangements to reserve the facility to be used for the program.
<input type="checkbox"/>	Locate potential field exercise site that meets the criteria. As appropriate, contact owners of site used for field exercise to arrange for access. Exercises will not involve the use of fire or be disruptive to the ground or flora. They involve only walking activities.
<input type="checkbox"/>	Select a location for student and cadre lodging. If local lodging is difficult to obtain, consider setting up a block of rooms. If arranging for a block of rooms, include three rooms for the cadre at the same hotel.
<input type="checkbox"/>	Send the information about the locations for the lodging and training facilities to MCS so that we can make reservations for our cadre members and process the prework letter/package.
Six Weeks Prior to Program	
<input type="checkbox"/>	Finalize the student roster.
<input type="checkbox"/>	Contact MCS Logistics to arrange the distribution of the prework package to the students.
<input type="checkbox"/>	Make arrangements to reserve radios.

Two to Four Weeks Prior to Program	
<input type="checkbox"/>	Confirm reservation for the training location.
<input type="checkbox"/>	Recruit role players for the Night Field exercise.
<input type="checkbox"/>	Verify receipt of shipped program materials with MCS Logistics.
<input type="checkbox"/>	Arrange for additional vehicles as needed to support exercises. In some cases, participants can bring in the needed vehicles. Make sure that participants are approved to drive the vehicles, or arrange for other drivers, as needed.
<input type="checkbox"/>	Determine whether an icebreaker on the first night would be appropriate. Usually we invite the participants to a local watering hole or restaurant for an icebreaker to give the class an opportunity to meet informally with the cadre and other participants. MCS usually offers to pick up the first round. Any additional drinks or food are on the participants. In most cases, the icebreaker is worthwhile when students may not know each other and there are suitable places close by. If an icebreaker is desirable, identify local bar, pizza joint, or restaurant that could serve as a location for an icebreaker from 1800-2000 on the evening of Day 1 so that we can give a warning to the manager that we might be dropping in with 15 to 20 people. Communicate icebreaker plans to MCS.
<input type="checkbox"/>	Secure radio frequencies for use during the Night and Afternoon field exercises.
<input type="checkbox"/>	Contact MCS Logistics to arrange contact with the lead instructor. When you arrange to address particular focus points or special issues during the program, the lead instructor will contact you approximately 2 weeks from start of the program to discuss these issues.
<input type="checkbox"/>	(Optional) Verify guest speaker.
One Week Prior to Program	
<input type="checkbox"/>	Arrange for MCS cadre to have access to classrooms for setup on the afternoon or evening on the day before class.
<input type="checkbox"/>	Arrange for e-mail access for the MCS cadre during the late afternoon of the first day. (They will need to e-mail an attached file to the office; it can be done from anyone's internet or e-mail connection).
<input type="checkbox"/>	Secure, test, charge, and program eight two-way radios. Radios are needed for the Night and Afternoon exercises.
<input type="checkbox"/>	Arrange access to shipped materials for MCS cadre upon arrival Sunday.
<input type="checkbox"/>	Complete any permits and obtain access keys for the night field exercise area.
<input type="checkbox"/>	Verify availability of flipcharts, extension cords with power bar, and projection screen.
<input type="checkbox"/>	Communicate with MCS lead instructor during week and confirm the link up plan for Sunday.
<input type="checkbox"/>	Notify any cooperative agencies such as police, fire, dispatch, etc., that may be affected by radio or training activities. This includes verifying usable radio frequencies and notifying agencies, which may have to field calls from the public concerning the simulations radio traffic.

<input type="checkbox"/>	Set up classroom according to specification.
<input type="checkbox"/>	Arrange time for the role players to meet with the cadre.
<input type="checkbox"/>	(Optional) Confirm guest speaker availability.
Day Before Program (Typically Sunday)	
<input type="checkbox"/>	Meet with MCS cadre.
<input type="checkbox"/>	Tour the night field exercise area with the cadre members. They will flag, walk, and time out the area for use on Day 2.
<input type="checkbox"/>	Bring MCS cadre to training rooms. Have on location all of the following: boxed course materials, radios, flipcharts, and extension cord.
<input type="checkbox"/>	Verify any security arrangements for rooms and equipment with MCS cadre.
<input type="checkbox"/>	Verify any security arrangements for rooms and equipment with MCS cadre.
Day 1 (Typically Monday)	
<input type="checkbox"/>	Meet with MCS cadre on Monday before class for final setup needs.
<input type="checkbox"/>	(Optional) Provide kickoff speaker information to cadre.
<input type="checkbox"/>	Remind Dispatch and other authorities as needed about radio traffic from the program simulation.
<input type="checkbox"/>	Verify transportation plan and vehicles for Day 2 and ensure vehicles are full of fuel.
<input type="checkbox"/>	Arrange a time and location with the role players and the MCS cadre for the role player briefing.
<input type="checkbox"/>	Confirm e-mail access arrangements and share information with MCS cadre.
<input type="checkbox"/>	During the afternoon of Day 1, touch bases with the MCS cadre about any outstanding issues.
Day of Night Field Exercise (Typically Tuesday)	
<input type="checkbox"/>	Check in with the MCS cadre before class begins.
<input type="checkbox"/>	Confirm the briefing time and place with the role players and MCS cadre.
<input type="checkbox"/>	Remind Dispatch and other authorities about exercise, radio traffic, etc.
<input type="checkbox"/>	Deliver radio equipment for exercise, and arrange for its return at the end of the exercise.
<input type="checkbox"/>	Check in with the cadre at the end of the day to verify all is well with the vehicles, etc.
Course Midpoint	
<input type="checkbox"/>	Check in with the MCS cadre twice—before class begins and at the end of the day. Ensure access to breakout rooms.

Day of Afternoon Exercise (Typically Thursday)	
<input type="checkbox"/>	Check in with the MCS cadre before class begins.
<input type="checkbox"/>	Deliver radio equipment for exercise, and arrange for its return at the end of the exercise.
<input type="checkbox"/>	Remind Dispatch and other authorities about exercise, radio traffic, etc.
Last Day of Program (Typically Friday)	
<input type="checkbox"/>	Before class begins, check in with the MCS cadre and verify arrangements for returning items used during the program.

APPENDIX B: IL LOGISTICAL REQUIREMENTS

Program Schedule

The program has the following five-day schedule:

Day	Time
1	0800-1745
2	0800-1800
3	0800-1730
4	0800-1730
5	0700-1430

Pework Assignment

Students' prework assignment for *Incident Leadership* takes approximately six hours and usually is sent out six weeks before the program start date.

MCS can package and mail the prework assignments individually or in bulk for distribution by the organization's training officer. We include a prework letter with the program information, a list of items the student should bring with them to class, the prework assignment, and the hotel and travel information provided by the client.

MCS can produce and send out this letter to each student, or we can provide you with information to include in your own standard letters. Communicate your preference, and we'll take care of the rest.

Additionally, some clients have opted to include a book to encourage further leadership self-development after class. If you would like us to include post-program materials in shipments of MCS materials, we would be glad to add them to your charges at cost.

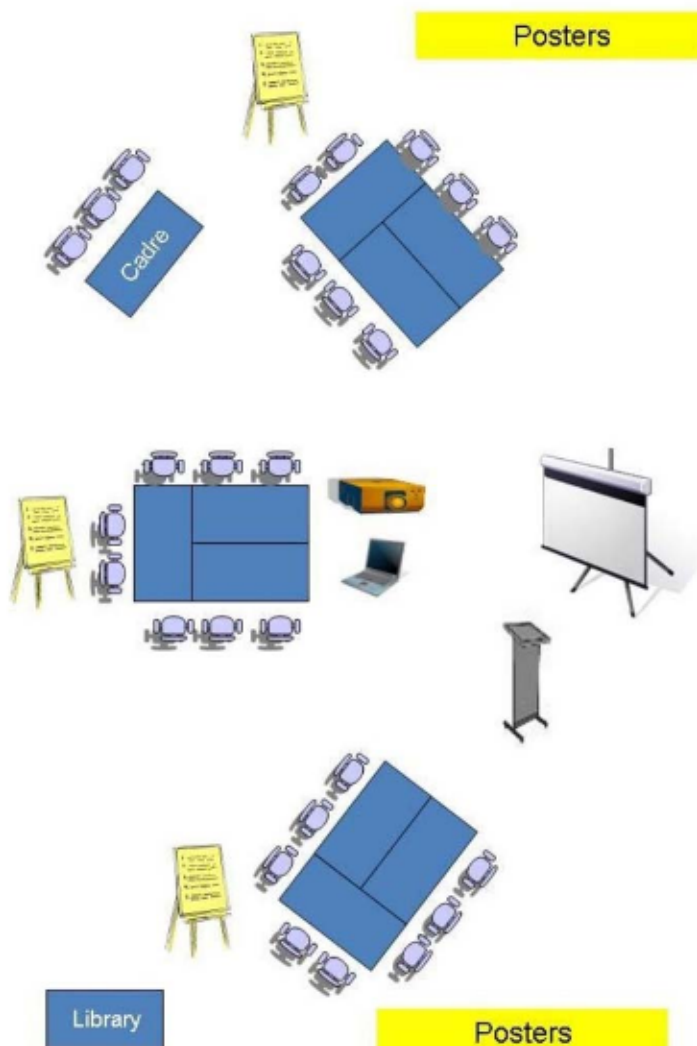
Training Location

The training location requirement is five rooms: one main classroom, one Incident Command Post (ICP), two Division (DIVS) areas, and one simulation room.

- The Simulation Room, ICP, and DIVS areas need to be in close proximity to each other (across or down the same hallway). They can be separated from the classroom (on a different floor or, in the worst case, a building next door).
- Two of the rooms can be located in one large room as long as a divider provides a sufficient sound barrier.
- All rooms should have wall space to hang posters, maps, and flip charts.
- A DIVS area can be a small room, break area, or alcove isolated from walk-through traffic. Both DIVS areas should be located near the ICP room.

In addition, the cadre needs access to Internet or E-mail so that they can send participant information in an electronic file to MCS offices on Monday.

Main Classroom



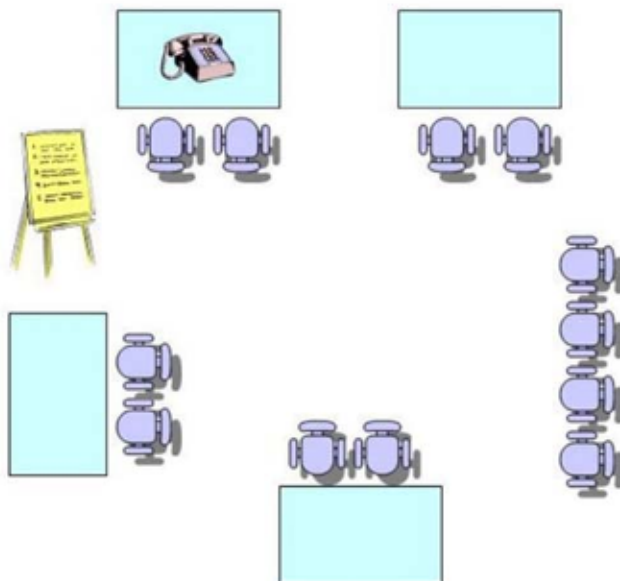
Main Classroom Specifications and Logistics

- Minimum size is 1000 square feet (roughly 30 by 35 feet)
- 27 chairs (24 for participants and 3 for instructors or observers) □ 1 lectern
- Wall space and suitable method for hanging heavy signs and posters
- 3 sets of tables for participants that are large enough to allow all of them to view the front of the room (If rectangular tables are not available, 3 round tables can be substituted.).
- 1 table for instructors
- 1 table for library items
- 1 table, cart, or stand for projector and laptop
- Secure room or storage area

Main Classroom Equipment Requirements

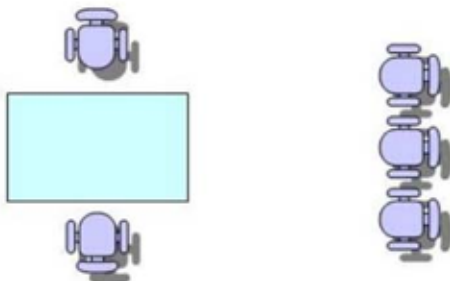
- 3 flipchart easels with paper and markers
- 1 projection screen
- 1 projector with sound system
- 1 25-foot extension cord with power strip

ICP Specifications and Logistics



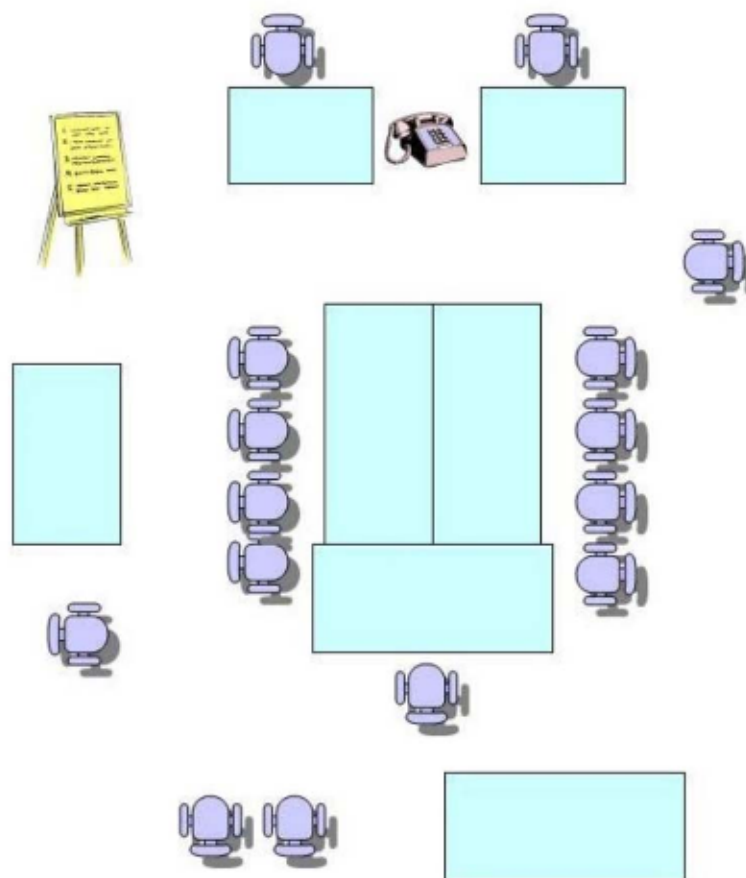
- Minimum size = 625 square feet (roughly 25 by 25 feet)
- 12 chairs
- 1 flip chart and 1 set of markers
- 4 desks or folding tables
- 1 phone

DIVS Area Specifications and Logistics (x2)



- Minimum size = 144 square feet (roughly 12 by 12 feet)
- 5 chairs
- 1 desk or folding table

Simulation Room



Specifications and Logistics

- Minimum size = 750 square feet (roughly 25 by 30 feet)
- 15 chairs
- 1 flip chart and 1 set of markers
- Wall space and suitable method for hanging heavy signs and posters
- 7 desks or folding tables (assuming 3 tables configured as central table for 9 chairs).
- 1 small table
- 1 phone able to connect to the phone in the ICP room.

Simulation Room Costumes

Clients provide costumes that are standard for their workforce:

- 8 turn-out gear jackets: 1 extra-extra large (XXL), 3 extra large (XL), 4 large (L) May be in poor condition.
- 8 hard hats or helmets May be non-operational or in poor condition.

Radio Requirements

Throughout the week, students need 20 programmable radios with four radio frequencies and full batteries. Frequencies must be discrete with enough separation to prevent bleed over.

The following table details these requirements:

Radio	Channel			
	1	2	3	4
1	Frequency 1	Frequency 2	Frequency 3	Frequency 4
2	Frequency 1	Frequency 2	Frequency 3	Frequency 4
3	Frequency 1	Frequency 2	Frequency 3	Frequency 4
4	Frequency 1	Frequency 2	Frequency 3	Frequency 4
5	Frequency 1	Frequency 2	Frequency 3	Frequency 4
6	Frequency 1	Frequency 2	Frequency 3	Frequency 4
7	Frequency 1	Frequency 2	Frequency 3	Frequency 4
8	Frequency 1	Frequency 2	Frequency 3	Frequency 4
9	Frequency 1	Frequency 2	Frequency 3	Frequency 4
10	Frequency 1	Frequency 2	Frequency 3	Frequency 4
11	Frequency 1	Frequency 2	Frequency 3	Frequency 4
12	Frequency 1	Frequency 2	Frequency 3	Frequency 4
13	Frequency 1	Frequency 2	Frequency 3	Frequency 4
14	Frequency 1	Frequency 2	Frequency 3	Frequency 4
15	Frequency 1	Frequency 2	Frequency 3	Frequency 4
16	Frequency 1	Frequency 2	Frequency 3	Frequency 4
17	Frequency 1	Frequency 2	Frequency 3	Frequency 4
18	Frequency 1	Frequency 2	Frequency 3	Frequency 4
19	Frequency 1	Frequency 2	Frequency 3	Frequency 4
20	Frequency 1	Frequency 2	Frequency 3	Frequency 4

Role Players

Incident Leadership requires two client-provided role players to depict characters that span all the simulations through the entire week. These role players are integral to the MCS cadre, and their assignment spans from 1000 Monday through 1200 Friday with roughly a one-hour lunch break each day.

These characters, when played well, help to provide fidelity and continuity from simulation to simulation and are important to the learning of the participants. For this reason, careful consideration should be given when choosing people for these two roles.

Ideally, both role players are graduates of this program so that they are familiar with the scenario and the conceptual approach of the program. If they are not graduates, it is best if there are no plans for them to attend future programs as they will become familiar with the scenario and it will reduce the benefits they can receive from the course. Having a former role play subsequently attend the program as a student may also limit the benefits for others in the course.

As a minimum, these personnel should be familiar with the Incident Command System, adaptable, and enthusiastic. Below are the descriptions of the two roles:

- **Zone Dispatcher (Armando Ricardo)**—A person who is familiar enough with radio protocol as well as fire and other operational terminology to simulate the dispatch function for a zone. In addition, this person should be familiar enough with the typical resources on a Type-3 incident to allocate and track these resources.
- **ITF Regional Emergency Coordinator (Roger Keen)**—A person who has the credibility and experience to role play a commander overseeing a Type-3 IMT. This supervision includes making decisions as the ITF Regional Emergency Coordinator as well as counseling and mentoring the IMT-3 in the leadership skills, behaviors, and principles covered in the program.

Client Logistics Checklist

The following checklist describes chronologically the tasks performed by clients to support *Incident Leadership*.

Committing to a Program	
<input type="checkbox"/>	Once the terms of the training have been set, sign the Quote for Training and fax it to MCS; send the purchase order, or otherwise commit to the program, as negotiated.
<input type="checkbox"/>	Determine prospective training sites. For information about the requirements, see Summary of Workspace Requirements for Incident Leadership (IL).
Initial Planning for Program	
<input type="checkbox"/>	After you order a program, complete and return the Course Information Sheet to begin the logistics process.
<input type="checkbox"/>	(Optional) Arrange for a kickoff speaker. The most influential guest speakers are from students' management chain of command.
Seven to Eight Weeks Prior to Program	
<input type="checkbox"/>	Make arrangements to reserve the facility to be used for the program.
<input type="checkbox"/>	Select a location for student and cadre lodging. If local lodging is difficult to obtain, consider setting up a block of rooms. If arranging for a block of rooms, include three rooms for the cadre at the same hotel.
<input type="checkbox"/>	Send the information about the locations for the lodging and training facilities to MCS so that we can make reservations for our cadre members and process the prework letter/package.

Six Weeks Prior to Program	
<input type="checkbox"/>	Finalize the student roster.
<input type="checkbox"/>	Contact MCS Logistics to arrange the distribution of the prework package to the students.
<input type="checkbox"/>	Make arrangements to reserve radios.
Two to Four Weeks Prior to Program	
<input type="checkbox"/>	Confirm reservation for the training location.
<input type="checkbox"/>	Recruit role players for the simulation.
<input type="checkbox"/>	Verify receipt of shipped program materials with MCS Logistics.
<input type="checkbox"/>	Secure radio frequencies for use in the simulation.
<input type="checkbox"/>	Arrange for specified costumes for the students to use as role players: turn-out gear jackets—1 extra-extra large (XXL), 3 extra large (XL), 4 large (L); 6 helmets or hard hats
<input type="checkbox"/>	Contact MCS Logistics to arrange contact with the lead instructor.
<input type="checkbox"/>	(Optional) Verify guest speaker.
One Week Prior to Program	
<input type="checkbox"/>	Arrange for MCS cadre to have access to classrooms on Sunday afternoon or evening for setup.
<input type="checkbox"/>	Arrange for e-mail access for the MCS cadre during the late afternoon of the first day. (They will need to e-mail an attached file to the office; it can be done from anyone's internet or e-mail connection).
<input type="checkbox"/>	Secure, test, charge, and program radios. Radios are needed for the entire program.
<input type="checkbox"/>	Arrange access to shipped materials for MCS cadre upon arrival Sunday.
<input type="checkbox"/>	Verify availability of flipcharts, extension cords with power bar, and projection screen.
<input type="checkbox"/>	Communicate with MCS lead instructor during week and confirm the link up plan for Sunday.
<input type="checkbox"/>	Notify any cooperative agencies such as police, fire, dispatch, etc., that may be affected by radio or training activities. This includes verifying usable radio frequencies and notifying agencies, which may have to field calls from the public concerning the simulations radio traffic.
Day Before Program (Typically Sunday)	
<input type="checkbox"/>	Meet with MCS cadre.
<input type="checkbox"/>	Bring MCS cadre to training rooms. Have on location all of the following: both boxes of course materials, radios, flipcharts, tables, chairs, phones, and extension cord. The MCS cadre will begin set-up no later than 1700.

<input type="checkbox"/>	Verify any security arrangements for rooms and equipment with MCS cadre.
Day 1 (Typically Monday)	
<input type="checkbox"/>	Meet with MCS cadre on Monday before class for final setup needs.
<input type="checkbox"/>	Remind Dispatch and other authorities as needed about radio traffic from the program simulation.
<input type="checkbox"/>	Arrange for the role players meet with the MCS cadre by 1000.
<input type="checkbox"/>	Confirm e-mail access arrangements and share information with MCS cadre.
<input type="checkbox"/>	During the afternoon of Day 1, touch bases with the MCS cadre about any outstanding issues.
Day 2	
<input type="checkbox"/>	Check in with the MCS cadre twice—before class begins and at the end of the day.
Day 3	
<input type="checkbox"/>	Check in with the MCS cadre twice—before class begins and at the end of the day.
Day 4	
<input type="checkbox"/>	Check in with the MCS cadre twice—before class begins and at the end of the day.
<input type="checkbox"/>	Discuss with cadre any needs regarding room closedown or clean up.
Day 5	
<input type="checkbox"/>	Before class begins, check in with the MCS cadre and verify arrangements for returning items used during the program.
<input type="checkbox"/>	Meet with MCS cadre for final turn in at the end of the simulation.

APPENDIX C: INTENT INTO ACTION LOGISTICAL REQUIREMENTS

MCS Course Coordination Checklist

Intent into Action – Advanced Leadership for the Command & General Staff (L-481)

Review Overall Schedule and Timing for the Week

Course Description

Course includes about 8 hours of pre-work and then 5 days of dynamic classroom and simulation environment. 32 participants are organized into four, eight person teams representing the eight functional positions of the command & general staff.

Course Schedule

Monday – 0800*-1800 – **Check-in begins at 0730; the course starts promptly at 0800*

Tuesday – 0800-1700 - *Voluntary evaluator mentoring session after class until 1800*

Wednesday – 0800-1715

Thursday – 0800-1700

Friday – 0800-1700 - *For travel planning, the course finishes at 1700*

- Review lunch (no lunch break on Day 4 and 5 – working straight through as on an incident) – review Snacks plan (Cadre provides Day 1, Student Teams Days 2-5)

- Confirm on-site course coordinator and contact info

- Brief on linkup with cadre either Sat afternoon or Sunday early

Coordinate access to training center for set up all day Sunday (once cadre & coordinator have discussed initial coordination items, course coordinator's presence will not be required)

Review Course Cadre

- 6 MCS facilitators (provide names and contact info as needed)

Training Site:

- Training Site location and address?

- Review Facility Requirements:

Good cell phone coverage between the rooms

Internet connection in the cadre support room

On scene copier support for a few small jobs

- Rooms:

1 x Large Classroom - 30'x35' or 1050 sq ft

4 x Incident Command Posts (ICPs) - (A, B, C & D) - 25'x25' or 625 sq ft each

1 x Cadre Support Room – 20'x20' or 400 sq ft

* if it becomes difficult to find rooms of adequate size, it is possible to mitigate with some additional breakout rooms, get cadre involved in this discussion

- Confirm client has supply list and room diagrams: (attached)
- NOTE: No radios, frequencies or role players are required for this course. This is different from the other MCS training components of the leader development program you may be using.

Evaluation Status

- Client commitment to a 4 person evaluation? (Must be qualified Type 2 C&GS if L-481 cert is desired)
- Names and contact info for evaluators?
- Report time for evaluators (normally 1500 on Sunday for briefing at training site)
- MCS will email detailed evaluation guidance to each evaluator and mail workbook materials

Certificate preparation

- L-481 (Advanced Leadership for the C&GS) – client prints NWCG Cert, MCS will sign

Because of nature of evaluation and potential impact to student’s careers, we feel it is more appropriate that the actual evaluation checklist document is signed by an agency rep versus a contractor.

- MCS will also provide a course certificate for Intent into Action

Pre-Course Activity

- Does client need help filling 32 seats (MCS can announce to local cooperators in area)?
- Course login and password issued to client?
- Does client have pre-work letter template?

Training Center location

Travel to Training Site

Hotels & restaurants near hotel and training center

Items unique to training center (badge access, parking, etc)

Pre-Work Process to log onto website

Registration/Sign In – Time, Place, Process

What to bring

What to wear

Course Schedule

Snacks and lunch

Program description and outcomes: NWCG L-481 interchangeable with S-420 Command & General Staff Courses

Host agency course contact for attendance/registration issues

MCS course contact for pre-work issues

- Estimated date pre-work letter will go out?
- Course web access active?

Shipping

MCS will ship 4-5 boxes of course materials and possibly 4 Equipment Bags to the host agency approximately 2-4 weeks out.

- Shipping address and POC?
- Is return shipping support available? (We would do waybills, just need help with drop off)

Travel

- Nearest commercial airport?
- Any travel considerations in and around airport to training and lodging sites?
- Recommended lodging sites near the training center?

Kick Off Speaker

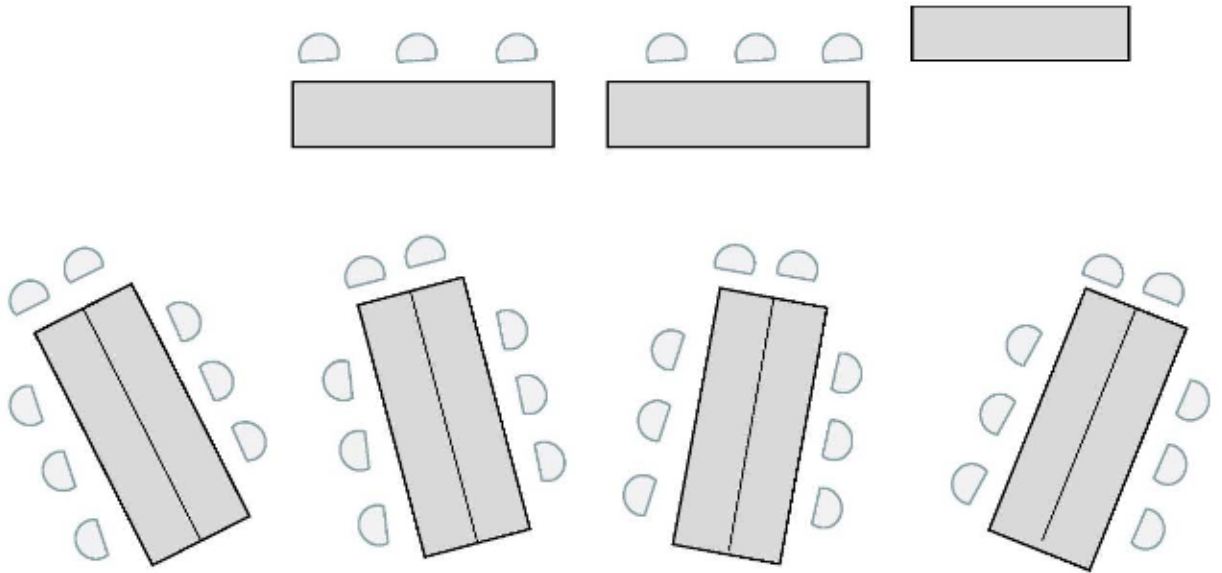
- Prefer *not to have* at course opening

Due to very challenging schedule on Monday, we would prefer that any opening remarks by host agency are kept to a minimum. Cadre has no need for opening remarks by agency representative, but can accommodate if important to host agency.

Having an agency representative to speak at the end of the course is very easy to work into the program and is preferred over an opening speaker.

Finance

- Confirm Invoice POC and contact info?
- Confirm payment terms as needed
- Confirm cancellation policy



**Intent into Action Course
Facility Requirements
Page 1 of 3**



**Big Classroom – 30'x35' (1050sqft)
10x11m (110sqm)**

- 12 x Folding Tables
- 40 x Chairs
- 1 x Small AV Table
- 1 x AV Screen
- 1 x Podium
- 1 x Extension Cord
- 1 x Power Strip
- 1 x Flip Chart

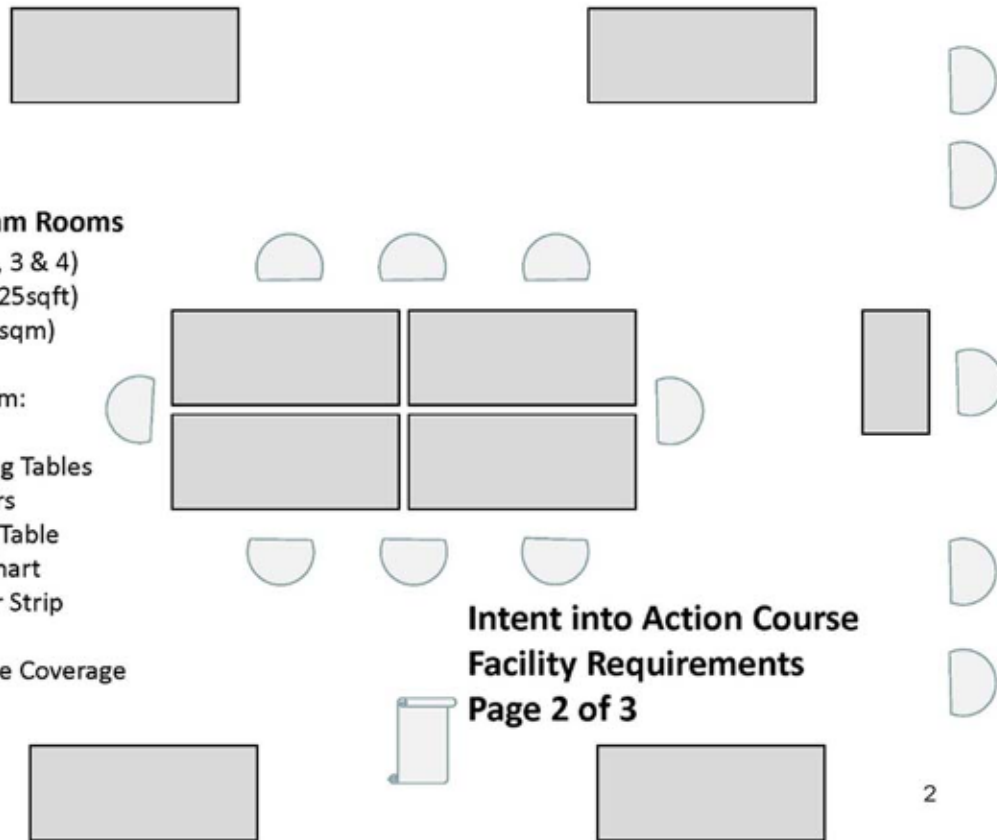
4 X Team Rooms

ICPs (1, 2, 3 & 4)
25'x25'(625sqft)
8x8m (64sqm)

Each Room:

- 8 x Folding Tables
- 13 x Chairs
- 1 x Small Table
- 1 x Flip Chart
- 1 x Power Strip

Cell Phone Coverage



**Intent into Action Course
Facility Requirements
Page 2 of 3**

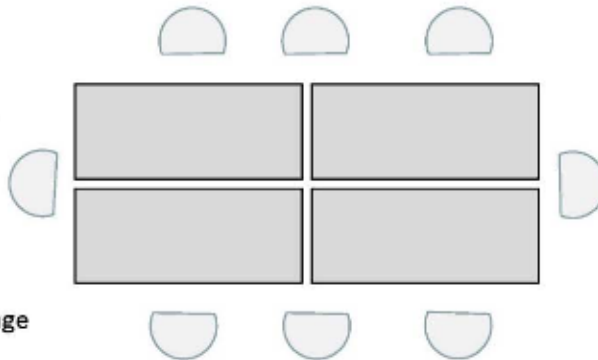


1 x Cadre Room

20'x20' (400sqft)
6x6m (36sqm)

- 8 x Folding Tables
- 8 x Chairs
- 1 x Small Table
- 1 x Flip Chart
- 1 x Power Strip

Cell Phone Coverage
and
Internet Connection



**Intent into Action Course
Facility Requirements
Page 3 of 3**



Implementation Support for OCFA Operational Culture

	Day 1 (0800-1800)	Day 2 (0800-1800)	Day 3 (0800-1700)		
0730	Check-in				
0745					
0800	Intro	Sim 1ee: Objectives briefing	Sim 2 — IMT — Green	Sim 2 — Support — Black	Organizational Alignment — Red & Blue
0815					
0830	Theatre Briefing	Sim 1f: Strategy Meeting			
0845	Ex: Command Presence Message				
0900					
0915	Ex: Practicing Command Presence	Sim 1g: Tactics Meeting	Sim 2 — IMT — Black	Sim 2 — Support — Green	
0930					
0945					
1000					
1015					
1030		Committing to the Plan			
1045	Break				
1100	Assuming Command	Sim 1h: Planning Meeting	Sim 2 — IMT — Black	Sim 2 — Support — Green	
1115					
1130	Sim 1a: AA Briefing				
1145					
1200	Lunch	Lunch	Lunch		
1215					
1230					
1245					
1300					
1315	Sim 1b: IC Briefing	Communicating Intent	Sim 2 — IMT — Blue	Sim 2 — Support — Red	Organizational Alignment — Black & Green
1330	Sim 1c: Functional COP	Sim 1i: Prepare to Communicate Intent			
1345					
1400		Break			
1415	Break				
1430	Sim 1d: COP Briefing	Sim 1j: Communicate Intent	Sim 2 — IMT — Red	Sim 2 — Support — Blue	
1445					
1500					
1515	Developing Intent				
1530					
1545					
1600					
1615	Break				
1630	Sim 1e: Objectives Meeting	Sim 1 AAR			
1645		Sim 2 Briefing			
1700					
1715					
1730			<i>Evaluator mentoring</i>		
1745					
1800					

Implementation Support for OCFB Operational Culture

	Day 4 (0800-1630)	Day 5 (0800-1700)
0800	Sim 3a: AA Briefing	Sim 3a: AA Briefing
0815		
0830	Sim 3b : IC Briefing	Sim 3b : IC Briefing
0845		
0900	Sim 3c: Assume Command	Sim 3c: Assume Command
0915		
0930		
0945	Sim 3d Objectives Meeting	Sim 3d Objectives Meeting
1000		
1015		
1030	Sim 3e: Strategy	Sim 3e: Strategy
1045		
1100	Sim 3f: Tactics Meeting	Sim 3f: Tactics meeting
1115		
1130		
1145	Sim 3h: Planning Meeting	Sim 3h: Planning meeting
1200		
1215	Sim 3i: Prepare for Ops Briefing	Sim 3i: Prepare for Ops Briefing
1230		
1245		
1300	Sim 3j: Operations Period Briefing	Sim 3j: Operations Period Briefing
1315		
1330	Sim 3k: Unit Leader Briefings	Sim 3k: Unit Leader Briefings
1315		
1400	Sim 3.m: Prep VIP	Sim 3.m: Prep VIP
1415		
1430	Sim 3n: VIP Briefing	Sim 3n: VIP briefing
1445		
1500	AAR + Evaluation	AAR + Evaluation
1515		
1530		
1545		
1600		
1615		
1630	Course closeout	Course closeout
1645		
1700		

OCFA Special Procurement Justification Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. **A special procurement is defined as a purchase, where due to unusual or special circumstances, it would be in the best interest of the OCFA to accomplish the procurement without compliance with the competitive bidding requirements. Special Procurements are not applicable to construction services. The using department requesting a special procurement shall provide written evidence to support a special procurement determination. This form is to be submitted with the purchase requisition to Purchasing with any special procurement requests.**

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All special procurement forms must be submitted to the Purchasing Manager and then reviewed and approved by the Assistance Chief, Business Services.
4. All special procurements exceeding \$50,000 annually require Executive Committee approval. In this case, the special procurement form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved special procurement justification form will be included in the contract file.

SECTION II – REQUEST INFORMATION

Department/Section: Operations	Requested By: Chief Fennessy	Date: 9/11/2020
Recommended Vendor: Mission-Centered Solutions	Vendor Contact: Lark McDonald	Vendor's E-mail Address: l.mcdonald@mcsolutions.com
Vendor Address: P.O. Box 969, Franktown, CO 80116		Vendor's Telephone #: (303) 646-3700
Type of Contract: <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): 9/24/2020 - 9/23/2022	Contract Amount: \$391,700
If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).		Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION III – JUSTIFICATION

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

Mission-Centered Solutions (MCS) has provided a high-level scope of work to assist OCFA to achieve the goals of leadership development, specific to the fire services to support, reinforce, and model the values and behaviors for cultural development, a goal of the Fire Chief.

2. Please state the reasoning for the special procurement and the special circumstances of why it would be in the best interest of OCFA to accomplish the procurement without a competitive bidding process. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation and demonstrates the nature of this request. Attach additional sheet if necessary.

While there are other firms that offer leadership programs, the MCS Mission Driven Culture training program was designed specifically for fire service agencies with an understanding of the unique culture. OCFA's Mission Driven Culture development training program was launched successfully

SECTION III – JUSTIFICATION (continued)

in 2018 with the majority of the classroom-portion of the scope of services complete by MCS under the IAFC agreement. MCS has been the primary training facilitator since the start of the development training program. As such, engaging MCS directly for the two final years of the program will ensure consistency and continuity of the training.

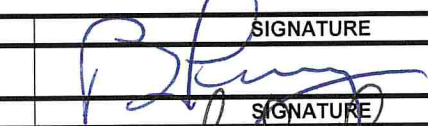
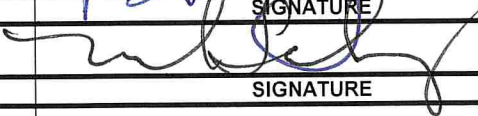
3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate a better price with the vendor, did the vendor provide a discount)? Please provide the quote with your special procurement request.

Pricing is standard, and travel costs are included. Much of the future training is not guaranteed, thus providing OCFA flexibility to scale the program if needed.

4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)? (If yes, please explain how and what the future costs will be.)

Yes. In order to continue the cultural development and succession planning of the organization, OCFA will most likely need future training courses and licenses for program tools. Funding from grant sources may be requested for future training courses. As OCFA staff adopt the training and principles of the program, internal staff may be able to lead future courses providing opportunities for some cost savings.

Special Procurement Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Chief Fennessy		9/14/20
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
Chief Sanchez		9/14/20
ASSISTANT CHIEF NAME	SIGNATURE	DATE

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	9/16/2020
ASSISTANT CHIEF BUSINESS SERVICES APPROVAL	DATE
	9/14/20

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

Executive Committee Approved: Yes No Date approved _____

allow for additional decentralized ventilation training to be performed. OCFA firefighters and apparatus will have the ability to remain in service for emergency response within their battalion while conducting the specialized training. This training prop will support and facilitate more ventilation training for OCFA firefighters and increase firefighter safety.

Sole Source Justification

As described in the attached Sole Source Form, Fire Vent, LLC. is the only manufacturer and product distributor of a firefighter ventilation trailer that articulates. This feature provides the unique opportunity to practice vertical ventilation and best meets OCFA's needs.

The purchase of the ventilation training trailer helps to support engine and truck company ventilation training along with supporting battalion level multi-company drills for OCFA firefighters. The Operations Training and Safety section has researched and found Fire Vent, LLC to be the only company that makes mobile ventilation trailers specific to vertical ventilation. This training prop also has the feature to change the pitch of the roof prop to provide multiple types of vertical ventilation training scenarios to simulate the different roof constructions found on structure fire incidents. There are other manufactures that make portable training props, but their size is too large, inability to change the pitch of the roof, and the props are not specific to the ventilation needs of the OCFA. The size of this ventilation trailer will allow OCFA firefighters to transport this training prop within the OCFA by utilizing a battalion utility truck. This training prop is designed for transportation to fire stations and can easily be stored in station parking lots.

Recommendation

Staff is requesting approval to authorize the Purchasing Manager to issue a Purchase Order to Fire Vent, LLC. for the purchase of a firefighter ventilation trailer to help support decentralized ventilation training needs.

Attachment(s)

1. Fire Vent Quote
2. Approved JAC Funding Request
3. Sole Source Form



Price List For:

Mobile Units and Available Options

FireVent, LLC.
 3031 N. Deer Run Rd.
 Carson City, NV 89701
 Phone: (775) 230-9953 Fax:(775) 883-2387

Date: **2020**

Qty	Product Description	Amount Each	Amount
MOBILE UNITS			
1	Compact Model – FireVent Unit		\$61,200.00
1	Standard Model – FireVent Unit		\$64,700.00
1	Academy Model – FireVent Unit		\$68,200.00
AVAILABLE OPTIONS			
1	Forcible Entry Door Module (with re-bar cutting station)		\$4,900.00
1	Attic / Ceiling System		\$3,600.00
1	Night Operations Lighting package		\$3,800.00
1	Storage Compartment		\$2,900.00
1	Hydraulic Tongue Jack		\$980.00
1	Auto Extrication Door		\$4,960.00
1	Bailout – Second Story Window		\$2,600.00
1	Activated Sprinkler Heads (2 heads with FD connection)		\$2,900.00
1	Overhead door cutting station		\$2,900.00
1	Smoke Tarp System *does not include smoke generator		\$1,600.00
1	Haz-Mat Dome Leak Simulator		\$4,200.00
1	Fire Service Ladder Package		\$1,700.00
1	Stainless Steel Perimeter Safety Chains & Hardware		\$900.00
1	Construction Tool Package		\$425.00
1	Cutters Edge Saw Package		\$4,193.00
1	Gooseneck Hitch		\$1,700.00
1	Smoke Generator Bullex SG4000		\$2,850.00
1	Forcible Entry Tools		\$302.00
1	Ventilation Training Class (may be less depending on location in US)		\$4,200.00

Notes:



To: Whom it may concern
From: FireVent, LLC.
Subject: **Sole Source Provider**
Date: 07/16/20

The purpose of this letter is to state that FireVent, LLC is the designer and manufacturer of the FireVent Mobile Training Prop. FireVent, LLC has sole proprietary manufacturing rights. The FireVent Mobile Training Prop is a patented product and protected under United States Patent Numbers 8,360,782 & 9,646,515 & 10,242,594. Any attempt to replicate or reproduce the FireVent unit would result in patent infringement. FireVent, LLC and its DOD distributor are the sole source providers of the FireVent unit. There are no other companies or manufacturers that have any product that resembles the FireVent unit in their product line.

FireVent, LLC is also a single source manufacturer.

Thank you,

Rod Temple
rod@fire-vent.com
FireVent, LLC

FireVent[®]

MULTI-DISCIPLINE VENTILATION TRAINING UNIT

US PATENT # 8,360,782

The Hands-On Training You Need...Where You Need It.



www.Fire-Vent.com

The Hands-On Training You Need...

Extremely mobile, versatile and affordable. Designed to give firefighters valuable hands on training while remaining in service at their station. Numerous single engine or truck company evolutions. This heavy duty, rugged and self-contained unit is ideal for individual departments or to be shared by multiple agencies.

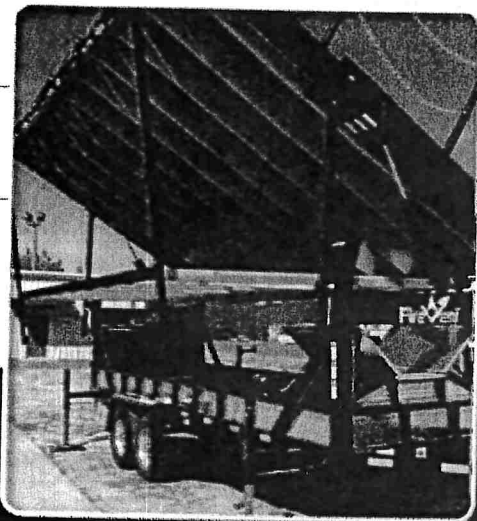


CONSTRUCTION

- All Tubular Steel Construction
- Aluminum Diamond Plate Siding
- Large Locking Storage Compartment
- All LED Warning and Signal Lighting
- 6,000lb Tandem Axles with Electric Brakes
- Sprayed On Heavy Duty Bed Liner
- "Blue Ox" Weight Distribution Hitch Standard
- Trailers Custom Built From The Ground Up



Mobile Versatile Affordable



We have become the leading manufacturer of multi-discipline ventilation training units in the industry. Our commitment to Quality & Craftmanship is visible in every unit we build. No other hands-on training apparatus offers the exceptional mobility, versatility and affordability like a FireVent training unit.

SPECIFICATIONS
(FOR STANDARD MODEL)

Empty Weight Approx. - 7,200lbs

Load Capacity Approx. - 2,700lbs

Gross Weight Capacity - 10k-12k

Tongue Weight Approx. - 900lbs

Length Approx. - 27 feet

Width Closed Approx. - 8 feet

Height Closed Approx. - 10 feet

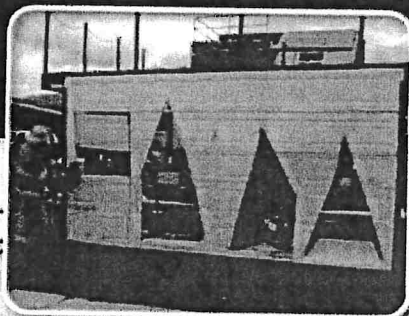
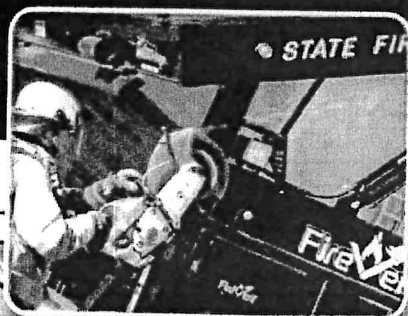
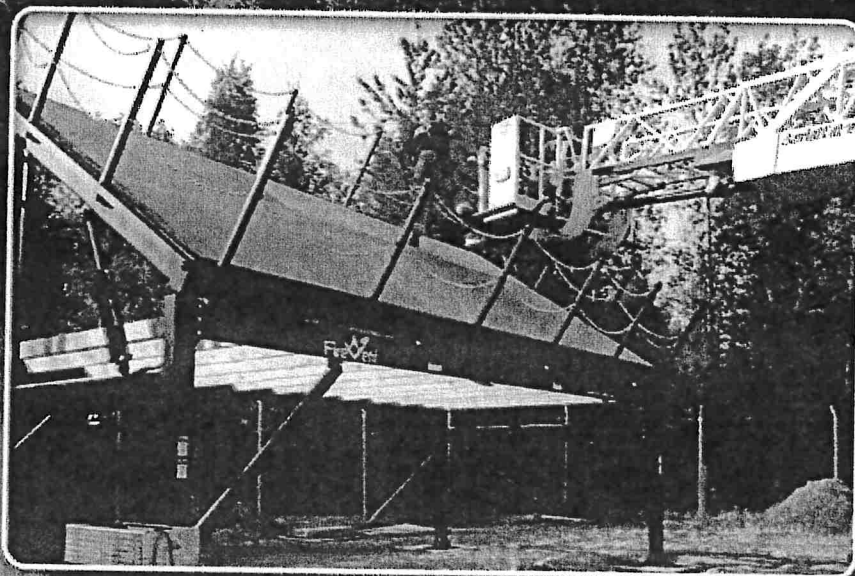
Roofing Platform Dimensions - 12ft x 20ft

Roofing Platform Height (flat) - 8.5 feet

Roofing Platform Pitch Variable, From Flat to 12/12 or 45 degrees

Engineered For 1,800lb Live Load On Roofing Platform At Any Pitch

Engineered For Wind Load Of 60 mph At Any Pitch





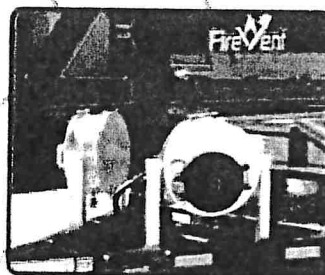
3031 N. DEER RUN RD. CARSON CITY, NV 89701

P: 775.230.9953 F: 775.883.2387

info@Fire-Vent.com

TRAINING APPLICATIONS

- Variable Pitch, Vertical Ventilation, Flat (Commercial) to 45 degrees (Residential /w Expandable Attic System).
- Gable End Ventilation (Elevated Vertical Wall).
- Forcible Entry "Through The Lock" Non-Destructive, Pry Door, Hinge Cutting, Dead Bolt Cutting, Drop Bar Carriage Bolt Cutting, Window Security Bar Cutting.
- Overhead Door Forcible Entry/Cutting, Adjustable System From 8ft Wide to 18ft Wide Roll Up or Panel Style Doors.
- Confined Space Entry.
- Activated Sprinkler Heads With Fire Department Connection.
- Salvage & Overhaul.
- Auto Extracation Door / Hydraulic Spreaders and Cutter Use.
- Haz-Mat Dome Leak Simulator.
- Through The Floor / Basement Rescue.
- Ceiling (Sheet Rock) Pulling / Breaching.
- Second Story Window Rescue and Ladder Evolutions.
- Firefighter Bailout Window.
- Many Other Possible Training Evolutions ie: Firefighter Entanglement, Rit, Wall Breaching, etc...



www.Fire-Vent.com

CALIFORNIA FIRE FIGHTER

JOINT APPRENTICESHIP COMMITTEE

OCFA SUB-COMMITTEE

FUNDING REQUEST

TITLE	Fire Vent Mobile Unit
REQUEST	Ventilation Training Trailer
TOTAL COST	Not to exceed \$75,000.00
MEETING DATE	July 30, 2020
FUNDING RECIPIENT	Orange County Fire Authority 1 Fire Authority Road, Irvine, CA 92602

ACTIVITY DESCRIPTION / PURCHASE JUSTIFICATION

The Operations Training and Safety section is requesting funding to purchase a ventilation training trailer. This trailer would help to support decentralized ventilation training for probationary firefighters, battalion drill and firefighter truck company skills maintenance. The ventilation trailer prop also supports rotary saw forcible entry practice for all firefighters.

This prop can be requested from the Operations Training and Safety section and be delivered to requesting battalions. This training trailer can support daytime and night time battalion training drills.

REQUESTED BY:
Charles Yu / JD Baranger

DATE GENERATED: July 13, 2020

SUB-JAC ACTION

Approved Denied Deferred

RL
Signature

FIRE CHIEF AUTHORIZATION

Approved Denied Deferred

JD Baranger
Signature

OCFA Sole Source Request Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. The using department requesting a sole source shall provide written clear and convincing evidence to support a sole source determination, meaning that only one source exists to fulfill the requirements. This form is to be submitted with the purchase requisition to Purchasing with any sole source requests.

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the Purchasing Manager for approval. Based on the new ordinance the Fire Chief is not required to approve the sole source form. The sole source request may be submitted to Assistant Chief of Business Services by the Purchasing Manager for concurrence as required.
4. All sole source contracts exceeding \$50,000 (life of contract) require Executive Committee approval. In this case, the sole source request form must be submitted to the Executive Committee as an attachment to the staff report.
5. The approved sole source justification form will be included in the contract file.

SECTION II – REQUEST INFORMATION

Department/Section: Operations	Requested By: Battalion Chief Chuck Fedak	Date: 9/16/2020
Recommended Vendor: Fire Vent, LLC	Vendor Contact: Rod Temple	Vendor's E-mail Address: rod@fire-vent.com
Vendor Address: 5998 Morgan Mill Rd, Carson City, NV 89701		Vendor's Telephone #: (775) 230-9953
Type of Contract: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): N/A	Contract Amount: \$68,480 plus sales tax (\$5,307)
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION III – JUSTIFICATION

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

Product requested will be a portable ventilation trailer for firefighting training. Training prop will allow for vertical ventilation training at the battalion level.

2. **Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. Attach additional sheet if necessary.**

Fire-Vent is the only manufacturer that produces a ventilation prop that articulates and has the ability to change the pitch of the roof to provide multiple types of vertical ventilation training scenarios. See attached sole source letter with specific patent numbers. The mobile nature of the training unit means that it can be moved from battalion to battalion for training

SECTION III – JUSTIFICATION (continued)

events. This decentralized training will provide for units to remain available for emergency response in their battalion while training.

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


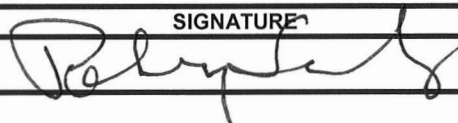
A price quote was requested with best pricing to purchase this training equipment.

4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)?

(If yes, please explain how and what the future costs will be.)

No, this is a one-time purchase for this piece of training equipment. No maintenance agreement is required and no continuing needs are foreseen.

Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Chuck Fedak, Battalion Chief		9/12/2020
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Pokey Sanchez, Deputy Chief		9/17/2020

Purchasing Manager's Comments:

PURCHASING MANAGER'S APPROVAL	DATE
	9-16-2020
ASSISTANT CHIEF BUSINESS SERVICES CONCURRENCE	DATE
	9/17/20

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

Executive Committee Approved: Yes No Date approved _____



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
September 24, 2020

Agenda Item 2H
Consent Calendar

**Reconciliation of Emergency Procurements in
Response to the COVID-19 Pandemic**

Contact(s) for Further Information

Robert Cortez, Assistant Chief
Business Services

robertcortez@ocfa.org

714.573.6012

Sara Kennedy, Purchasing Manager

sarakennedy@ocfa.org

714.573.6641

Summary

This agenda item is submitted to reconcile emergency purchases of services and supplies made in response to the COVID-19 Pandemic that require subsequent Executive Committee ratification.

Prior Board/Committee Action

At its regular meeting on June 25, 2020, the Board of Directors approved the Year End 2019/20 Budget Adjustment that addressed, in part, expenditures made due to the OCFA response to the COVID-19 Pandemic.

RECOMMENDED ACTION(S)

Approve and authorize the emergency procurement reconciliation in response to the COVID-19 Pandemic that require subsequent Executive Committee ratification, as detailed herein.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding was made available in the FY2019/20 and FY 2020/2021 budgets, to allow for the purchase of services and supplies that were needed in response to the COVID-19 Pandemic. This was done with the understanding that OCFA would seek cost reimbursements from FEMA and other reimbursement sources.

Background

Emergency Procurement Justification

An “emergency procurement” is authorized per the Purchasing Ordinance and Roles/Responsibilities/Authorities Matrix when a situation exists that makes compliance with the source selection methods outlined in the Ordinance contrary to the public interest; provided that as much competition as is practicable under the circumstances is obtained.

COVID-19 Pandemic

On March 2, 2020, the Board of Supervisors of Orange County, California voted unanimously to ratify the local state of emergency that was declared by the County’s Health Officer on February

26, 2020 in response to the COVID-19 pandemic. OCFA activated its Incident Management Team (IMT) to coordinate OCFA's actions and response during the first stages of the pandemic.

The IMT was tasked with ensuring the continuity of operations for OCFA staff. This necessitated the purchase of commodities such as personal protective equipment (PPE), various technology to enable staff to work remotely, services such as enhanced security and sanitation, consumables such as meals for the IMT and conference space rental. The rental of conference space at a local hotel allowed OCFA to continue essential training activities such as the Fire Captain Academy in a manner compliant with social distancing requirements.

In accordance with the Ordinance, purchases were made with as much competition as was practicable at the time, and staff utilized existing OCFA and/or national cooperative agreements that had been established from a competitive solicitation wherever possible. As a result, most of the COVID-19 emergency purchases did result from competition. In some instances however, competition was not feasible and emergency purchases were made that either exceeded the normal threshold for no competition, or exceeded the aggregate threshold for management authority to award an agreement.

In all cases, staff utilized the emergency procedures described in the Ordinance, and Emergency Purchase Request Forms were obtained from the requesting departments to ensure that purchases were limited to those materials necessary to satisfy the emergency need and to provide justification regarding vendor selection. In some instances where there was an immediate need to secure PPE purchases, staff sought the approval and concurrence of Executive Management and the Board Chair to proceed with the purchase. A reconciliation of these purchases are included in the attachment.

COVID-19 Cost Reimbursements

As of the end of August 2020, OCFA has expended an estimated \$6.5M in COVID-19 related costs. Thus far, OCFA has successfully secured \$718K in cost reimbursements from the Assistance to Firefighters Grant (AFG) COVID-19 PPE grant and will also seek \$4.1M in FEMA eligible cost reimbursements. The balance between the overall COVID-19 costs and total reimbursements is considered OCFA's 25% cost share and non-reimbursables per FEMA.

Conclusion

Staff is required to present emergency procurements exceeding normal management authority at the subsequent meeting of the Executive Committee. Although the state of emergency is ongoing, and in-lieu of waiting for an emergency declaration to end, staff now provides a reconciliation of those emergency purchases for Executive Committee ratification. Staff recommends approval of the Recommended Action as stated herein.

Attachment(s)

Reconciliation of COVID-19 Emergency Procurements

**Reconciliation of COVID-19 Emergency Procurements
Requiring Executive Committee Ratification**

Vendor Name	Vendor Notes	Date	PO Number	PO Amount	PO Description
Airgas, Inc	Masks were in short supply and a purchase needed to be made immediately so no additional competition was obtained. The aggregate threshold for no competition is \$50,000.	3/18/2020	P0013194	\$53,177.29	3M half mask and particulate filters
		4/2/2020	P0013246	\$10,069.25	Reusable facemasks
Allied Universal Janitorial Services	Services are provided in accordance with the pricing from Blanket Order #B01999 established as a result of RFP SK2303. The aggregate amount of the special sanitation services and the regular cleaning services exceeds the threshold of \$200,000 for management authority. The monthly rate for services is \$7,371	4/15/2020	P0013271	\$7,371.00	Additional monthly sanitation service for RFOTC due to COVID-19. Pro-rated services for the month of March
		5/14/2020	P0013384	\$5,551.88	Additional monthly sanitation service for RFOTC due to COVID-19 for the month of April
		6/9/2020	P0013451	\$110,565.00	Additional ongoing monthly sanitation service for RFOTC due to COVID-19 beginning 5/1/2020 at a monthly rate of \$7,371. Request includes the amount required to continue these services for the full duration of next contract renewal term (Agreement Year Two).
Allied Universal Security Services	Special security guard services provided in accordance with the pricing from Blanket Order #B01597-2, established as a result of RFP DC2011. The aggregate amount of special services and the regular security services exceeds the threshold of \$100,000 for management authority. Services are provided at the monthly rate of \$20,143. Authorization to continue the services through June 30, 2021 was obtained at the May 28th meeting of the Executive Committee.	4/28/2020	P0013323	\$14,363.08	Special Security Guard Services - addition of guards to facilitate the closure of RFOTC
		4/28/2020	P0013322	\$4,502.94	Special Security Guard Services - addition of guards to facilitate the closure of RFOTC
		5/13/2020	P0013374	\$37,328.72	Special Security Guard Services - addition of guards to facilitate the closure of RFOTC
AllStar Fire Equipment	Masks were in short supply and a purchase needed to be made immediately so no additional competition was obtained. The aggregate threshold for no competition is \$50,000.	3/16/2020	P0013190	\$11,063.60	Face masks
		3/18/2020	P0013195	\$42,551.56	Face mask filters

**Reconciliation of COVID-19 Emergency Procurements
Requiring Executive Committee Ratification**

Vendor Name	Vendor Notes	Date	PO Number	PO Amount	PO Description
Brightway One	Brightway One is used occasionally throughout the year for cleaning services. When aggregated, the amount exceeds the \$50,000 threshold for no competition.	4/2/2020	P0013247	\$11,588.00	Sanitation services for the USAR warehouse to be provided monthly.
Clean Harbors	Clean Harbors is used occasionally throughout the year. The emergency sanitation services required due to COVID-19 needed to be secured immediately so no additional competition was obtained. The aggregate threshold for these services exceeds the \$50,000 threshold for no competition.	4/28/2020	P0013320	\$9,187.77	Facility decontamination services completed at RFOTC on March 21 & 23, 2020.
		4/28/2020	P0013317	\$3,992.50	Facility decontamination services completed at RFOTC on March 25, 2020.
		4/28/2020	P0013321	\$12,957.08	Facility decontamination services completed at RFOTC on March 28, 29, & 31, 2020.
		6/9/2020	P0013452	\$17,798.63	Facility decontamination services completed at Station #4 on March 19 & 20, 2020.
		6/16/2020	P0013474	\$3,357.66	Disposal of COVID-19 hazardous waste from the Ayres hotel.
Orange Hill	Due to numerous restaurant closures resulting from the stay-at-home order during the early phases of the pandemic, members of the Incident Management Team encountered significant challenges in sourcing meals.	3/1/2020 - 6/30/2020	CalCard	\$136,624.52	
Marriott Irvine Spectrum	The Fire Captain Academy was deemed essential. No space at RFOTC was found adequate to accommodate social distancing, so staff utilized hotel conference rooms for the training.	3/1/2020 - 6/30/2020	CalCard	\$67,168.57	
Harbor Point	Installation of HVAC air purifiers to reduce contagion. Services provided in accordance with the pricing from Blanket Order #B01990 established as a result of RFP RO2356. The aggregate amount of the special services and regular maintenance services exceeds the threshold of \$200,000 for management authority.	3/1/2020 - 6/30/2020	B01990	\$63,350.69	



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
September 24, 2020

Agenda Item No. 2I
Consent Calendar

Purchase of one (1) Caterpillar Mini Excavator

Contact(s) for Further Information

Jim Ruane, Assistant Chief
Logistics Dept.

jimruane@ocfa.org

714 573-6801

Pokey Sanchez, Deputy Chief
Emergency Operations Bureau

marksanchez@ocfa.org

714 573-6014

Summary

This agenda item is submitted for the approval to purchase one (1) Caterpillar Mini Excavator from the Quinn Company, utilizing the Sourcewell Cooperative Purchasing Program, contract #032119-CAT.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to issue a purchase order to Quinn Company, for the purchase of one (1) Caterpillar Mini Excavator in an amount not to exceed \$172,938.75.
--

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding has been identified and is available in the FY2019/20 carryover CALFIRE Augmentation funds.

Background

Excavators are popular earthmoving vehicles that feature a bucket, arm, rotating cab, and movable tracks. These components provide superior digging power and mobility, allowing this heavy equipment to perform a variety of functions, from digging trenches and breaking holes to lifting away waste and excavating mines. The OCFA will use the CAT 309 CR Mini Excavator for project work in the State Responsibility Area of the County of Orange. Some of the project work that it will be used for, but not limited to, is road repair for increasing emergency responses on wildland fires and remote medical aids. The installation of culverts, tree removal, stump grinding, chipping all in one, including the removal of disease-infested trees. The Mini Excavator will assist hand crews with roadside brushing/mowing, especially on steeper slopes that are inaccessible for them.

Sourcewell Cooperative Purchasing Program

Sourcewell is a local government unit, public corporation, and public agency operating under the laws of the State of Minnesota that competitively and publicly conducts solicitations for a wide

variety of local government equipment and services. Sourcewell establishes contracts for goods and services through a competitive bid or competitive proposal process. Other government entities, such as OCFA, may purchase from the Sourcewell cooperative by registering as a participating agency. Participating agencies receive the benefit of the aggregated discounts in the nationally leveraged cooperative purchasing contracts available through Sourcewell. The pricing proposed by Quinn Company is from Sourcewell contract #032119-CAT, awarded as a result of Sourcewell RFP #032119-Heavy Construction Equipment w/ Related Accessories, Attachments, and Supplies.

The CAT 309 is being chosen because of its versatility. It is unique from other models and companies because it has a double pump. The dual pump runs the masticating head, which is the attachment responsible for fuel reduction in the State Responsibility Area. Having rubber tracks means it can be offloaded on the street without causing damage. This feature is useful when using the excavator at the scene of structure fires for overhaul. Using CAT is beneficial for the OCFA because it is located in Lake Forest, allowing for quick servicing or repair of the excavator and decrease the amount of time it is out of service. Having this piece of equipment will eliminate the need for the OCFA to rent one when needed on incidents.

Recommendation

Staff is requesting approval to authorize the Purchasing Manager to issue a Purchase Order to Quinn Company, for the purchase of one (1) Caterpillar Mini Excavator in an amount not to exceed \$172,938.75.

Attachment(s)

Quinn Company Quote



Quote 141486-01

August 11, 2020

ORANGE COUNTY FIRE AUTHORITY
P O BOX 53008
IRVINE, CA
92619-3008

Attention: Alan Perrault

Dear Alan,

Quinn Company would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR INC. Model: 309 Excavator

STOCK NUMBER: NS0013772

SERIAL NUMBER: 0GG900580

YEAR: 2020

Quinn Company wishes to thank you for the opportunity of quoting on your equipment needs. Sale Price excludes all applicable taxes unless expressly stated. Machine availability is subject to prior sale. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeff Liebl
Governmental Machine Sales Representative
(714) 713-5110
jl Liebl@quinncompany.com

CATERPILLAR INC. Model: 309 Excavator

STANDARD EQUIPMENT

POWERTRAIN

CAT C3.3B diesel engine
ISO 9249/EEC 80/1270
Rated net power 55kW/72hp
Automatic engine idle
Automatic swing brake

Automatic two speed travel
Fuel water separator with indicator
Radial seal air filter, double element
with warning indicator

UNDERCARRIAGE

Greased and lubricated track
Hydraulic track adjusters

Tie down eyes on track frame

HYDRAULICS

Smart tech electronic pump
Variable displacement piston pump
Load sensing/flow sharing hydraulics
Power on demand

Hydraulic temperature monitoring
Accumulator - certified
Hydro advanced hydraulic oil

ELECTRICAL

60 ampere alternator
900 CCA maintenance free battery
Battery disconnect
Circuit breaker
Ignition key stop switch

Signaling/warning horn
Work lights:
- Cab, boom left, front right
- Courtesy safety light

OPERATOR ENVIRONMENT

Sealed and pressurized cab
Ergonomic joysticks control levers
Adjustable wrist rests
Air conditioner/heater with defroster and
Automatic temp control
Coat hook
Color LCD monitor:
- Fuel level, coolant temp, and warning
indicators
- Maintenance and machine monitoring
- Performance and machine adjustments
- Numeric security code
- Multiple languages

Hydraulic lockout for all controls
LED interior light
Literature holder
Mirror rear view - Cab left
Molded footrests
Openable front windshield with assist and
integrated lower window
Rear window emergency exit
Removable washable floor mat
Retractable seat belt
Seat, fabric, high back, suspension
Travel control pedals with hand levers
Utility space for mobile phone

- Hour meter
- Ground level wakeup switch
- Jog dial control interface
- Cup holder

- Front post mounted windshield wiper and washer
- Skylight
- Mounting bosses for front and top guard

FLUIDS

Extended life coolant - 37C

Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT

- Accumulator, certification
- Caterpillar corporate "one key" system
- Door locks on cab door and external enclosure doors
- Lockable fuel cap
- Beacon Socket
- Ecology drain - engine
- Radial seal engine air filter, double element with restriction indicator
- Side by side engine and hydraulic oil cooler
- Hydraulic fluid temperature monitoring
- Joystick travel and steering mode

- Travel cruise control
- High definition hydraulics
 - load sensing/flow sharing
- Power on demand
- Rear reflectors
- Roll over protective structure (ROPS) (ISO 12117-2)
- Auxiliary hydraulic lines:
 - 1-way and 2-way (combined function)
 - Auxiliary line quick disconnects
 - In cab adjustable auxiliary flow
 - Continuous flow

MACHINE SPECIFICATIONS

Description	Reference No
309 07A CR MHE DCA16B	582-6825
DRAIN, ECOLOGY	382-8757
HEATER, WATER JACKET	415-2556
SEAT, AIR SUSP, FABRIC, HEATED	510-6070
BELT, SEAT, 3" RETRACTABLE	510-6085
ALARM, TRAVEL	511-6157
LIGHTS, LED	511-6217
RADIO	511-6219
CAMERA, REAR VIEW	511-6235
ELECTRICAL ARR, C3.3 HRC	511-6253
309 07A CR MINI EXCAVATOR	512-1402
BOOM, SWING	512-2573
LINES, BOOM	514-8055
LINES, STICK	514-8067
LINES, AUX, QC, LONG STK	516-1613
ENGINE, EPA TIER 4 FINAL	518-6184
CONTROL, QUICK COUPLER	520-0778
CAT KEY, WITH PASSCODE OPTION	522-6460
MONITOR NEXT GEN, CAMERA READY	522-6475
INSTRUCTIONS, ANSI	523-3994
COUNTERWEIGHT, EXTRA	525-6657
FILM, INC. CANADA	552-5984
FILM, COUPLER, ISO	555-8731
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, 2 WAY CONTROL	557-1711
SOFTWARE, CODED START	557-1713
PRODUCT LINK, CELLULAR PLE643	557-5123
STICK, LONG, HIGH FLOW	563-2091
STD BLADE, LONG U/C, TG W/PAD	567-3575
LINKAGE, BUCKET W/ LIFTING EYE	568-1567
SERIALIZED TECHNICAL MEDIA KIT	421-8926
THUMB, HYD + COUPLER, PG, HYD, 8T	504-6175
SHIPPING/STORAGE PROTECTION	0P-2266
PACKING, LAST MILE PROGRAM	0P-4299
LANE 3 ORDER	0P-9003
ATHENS DEALER PDI and FUEL	590-9287
BUCKET-HD, 24", 8.1 FT3, 7T	295-5952
BUCKET-HD, 36", 13.8 FT3, 7T	295-5954
PINS, BUCKET, 50MM	308-0324

Description

Reference No

COMPACTION WHEEL, 18", 7/8TON
MULCHER, HM210
KIT, SWITCH, MULCHER, 8T NG

517-6989
504-6013
557-5072

Total List Price

\$ 200,625.00

Sourcewell 032119 Discount (20%)

-\$ 40,125.00

Subtotal

\$ 160,500.00

Sales Tax OC (7.75%)

\$ 12,438.75

Grand Total

\$ 172,938.75

WARRANTY

Standard Warranty: 24 Months/ 2000 Hours Total Machine

F.O.B/TERMS

Foothill Ranch- Quote based on Orange County Delivery

Net 30 days with written PO.

ADDITIONAL CONSIDERATIONS

Currently available in stock. Factory Order is approximately 90-120 days
Quote expires 12/31/20.

Accepted by _____ on _____

Signature



Cat[®] 309 CR

MINI HYDRAULIC EXCAVATOR

FEATURES:

The Cat[®] 309 CR Mini Excavator delivers maximum power and performance in a mini size to help you work in a wide range of applications.

ALL DAY COMFORT

- A sealed and pressurized cab is equipped with an improved air conditioning system, adjustable wrist rests and a suspension seat to help keep you working comfortably all day long.

EASY TO OPERATE

- Controls are easy to use and the intuitive Next Generation Monitor provides customizable machine operator preferences and easy to read machine information.

STICK STEER TRAVEL MODE

- Moving around the job site is even easier with the Cat Stick Steer option. Easily switch from traditional travel controls with levers and pedals to joystick controls with a push of a button. The benefit of less effort and improved control is in your hands!

BIG PERFORMANCE IN A MINI DESIGN

- Increased lifting, swinging, travel and multi-functioning performance helps you get the job done more efficiently, and dig-to-blade allows for easy clean up.

SAFETY ON THE JOB SITE

- Your safety is our top priority. The Cat Mini Excavator is designed to help keep you safe on the job. A back-up camera, courtesy work lights and a fluorescent retractable seat belt are just a few of the safety features we've built into the machine.

SIMPLE SERVICE FOR LESS DOWNTIME

- Maintenance is quick and easy on the Cat Mini Excavator. Routine check points are easy to access at ground level with grouped service points and robust service panels.

LOWER OPERATING COSTS

- Equipped with features such as auto idle, auto engine shutdown, and efficient hydraulics with a variable displacement pump, the Cat Mini Excavator was designed with reducing your operating costs in mind.

UNMATCHED DEALER SUPPORT

- Your Cat dealer is here to help you reach your business goals. From providing equipment solutions to operator training to service needs and beyond, your Cat dealer is ready to help.

Specifications†

Engine

Engine Model	Cat C3.3B	
Rated Net Power @ 2,200 rpm		
U.S. EPA Tier 4 Final	52.4 kW	70.3 hp
EU Stage V	53.3 kW	71.5 hp
ISO 9249/EEC 80/1269		
Gross Power		
ISO 14396	55.4 kW	74.3 hp
Bore	94 mm	3.7 in
Stroke	120 mm	4.7 in
Displacement	3.33 L	203 in ³

Weights

Minimum Operating Weight with Cab*	8756 kg	19,304 lb
Maximum Operating Weight with Cab**	9403 kg	20,731 lb

*Minimum Weight is based on steel tracks, no counterweight, operator, full fuel tank, standard stick, blade and no bucket.

**Maximum Weight is based on steel tracks with rubber pads, counterweight, operator, full fuel tank, long stick, blade and no bucket.

Weight Increase from Minimum Configuration

Counterweight	250 kg	552 lb
Long Stick	66 kg	146 lb
Steel Tracks with Pads	330 kg	728 lb

†The 309 CR specifications are based on a machine configured with a Long (L) Undercarriage. For specifications representing a 309 CR with a Standard Undercarriage, please refer to the 308 CR information.





Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
September 24, 2020

Agenda Item No. 2J
Consent Calendar

**Increase to Agreement for Engineering and Construction
Management Services for OCFA Training Grounds Upgrades**

Contact(s) for Further Information

Jim Ruane, Assistant Chief Logistics Department	jimruane@ocfa.org	714.573.6801
Patrick Bauer, Property Manager	patrickbauer@ocfa.org	714.573.6471

Summary

This agenda item is submitted for approval to reassign and increase design, engineering, and construction management services in support of the RFOTC Training Grounds Upgrades Project and issue a corresponding one-time purchase order to HMC Architects (HMC). Upon completion of an environmental assessment, plan check review, and approval by the City of Irvine, the remaining components of the Training Grounds Upgrades Project will be put out for formal bid in compliance with the California Public Contract Code.

Prior Board/Committee Action(s)

On January 23, 2020, the Executive Committee authorized the professional services agreement with RSSE and corresponding purchase order for an amount not to exceed \$852,000 for design and engineering services in support of the RFOTC Training Grounds Upgrades Project.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to cancel the purchase order with RSSE (remaining balance of \$573,400) and issue a professional services agreement with HMC Architects and corresponding one-time purchase order in an amount not to exceed \$880,400 for services in support of the RFOTC Training Grounds Upgrades Project.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Authorization of the recommended actions would increase the contract for design, engineering, and construction management services in support of the RFOTC Training Grounds Upgrades Project by \$307,000. Funding for the project was approved in the adopted FY 2019/20 Capital Improvement Program Budget, specifically in Fund 123 (Fire Stations & Facilities). Additional funding for the Training Grounds Upgrades will be requested in the Five-Year Capital Improvement Budget.

Background

Project Description

On January 23, 2020, the Executive Committee received a report recommending much needed renovations and upgrades to the current RFOTC training grounds and training tower, and authorized an agreement for related design, engineering, and construction management services. Major components of the project scope include an additional training tower to increase training capacity and better represent current construction methods occurring throughout Orange County, props that simulate household living areas and businesses commonly found in strip malls that firefighters routinely encounter when battling structure fires, and new classroom/dorm facilities.

RSSE Structural Engineers Inc. was initially selected as the most qualified firm to provide professional services in support of the project, having been involved in the original build of the RFOTC training facility, and as the Engineer of Record for the RFOTC and training tower. After initiating design work, it was determined that the scope of work would require additional engineering for grading and drainage in the North Forty/Orchard, and American Land Title Association (ALTA) surveys to address existing easements and entitle development. Also, the addition of a fire training tower water reclamation system is needed to meet the requirements of the Irvine Ranch Water District (IRWD) to address the tower's increased flow capacity.

Work performed to date by RSSE on the Training Grounds Upgrades project has fully met the standards and expectations set by OCFA Property management staff. Completed work includes soils and geotechnical design, conceptual architectural design (new structures and modifications to existing), design concept for the water reclamation/recycling system, and preparation of the electrical system extension design and bid package (see Attachment 1). Due to the expanded scope of the professional services required for support of the project, and in particular the civil engineering and survey work, Property Management has determined that the project objectives would be better met by reassigning the Architect of Record (RSSE) to another firm with currently available resources for performing the revised tasks. RSSE would remain eligible to perform services as a subcontractor to the new Architect of Record for the project should such an arrangement be made.

Selection of Firm

On March 7, 2019, Request for Qualifications (RFQ) RO2362 was issued to establish multiple annual contracts for capital improvement and construction related professional services on an as-needed basis. Based on an evaluation of 36 proposals, HMC Architects was deemed qualified by staff and as such, was awarded an agreement for as-needed professional design, engineering, and construction management services.

Recommendation

In order to provide the design, engineering and construction management services that best meet the requirements of the RFOTC Training Grounds Upgrade project, staff is recommending approval to authorize the Purchasing Manager to increase the amount of the professional services agreement commensurate with the increase in scope of services, and issue a one-time purchase order to HMC for design, engineering, and construction management services as follows:

Description	Amount
Task 1: Provide construction administration services for strip mall modifications, new storage area, training tower modifications, live fire training prop replacement, and power for classrooms	\$42,150

Description	Amount
Task 2: Completion of construction documents for new exterior roof, door and vent-over breach props and Class "A" structures, new multi-story containerized live fire training structure, and the new proposed 3-story fire training structure (no interior live burns)	\$198,400
Task 3: Completion of schematic design process for multiple fire training props and permanent structures associated with the North 40 property; permanent classroom/dorm building, permanent shower/restroom building, 4-level stacked containerized training structure, 18' high concrete splash wall with underground reclaim water recovery/storage system for training water, two (2) 24'x40' portable classroom buildings, vehicle extrication area, slow skills course, and site improvements including site walls, site lighting, pedestrian bridge, landscaping, and AC parking lot	\$591,150
Task 4: Provide ALTA/NSPS Land Title Survey of the OCFA's Headquarters at 1 Fire Authority Road and "North 40" adjacent to OCFA's Headquarters; provide a design quality topographic survey of the North 40 parcel together with a portion of OCFA's Headquarters parcel.	\$48,700
<i>Total HMC Proposal</i>	\$880,400

Attachment(s)

RSSE Schedule of Completed Work
Addendum Two to the PSA with HMC

**Engineering and Construction
Management Services for OCFA Training Grounds Upgrades
RSSE Structural Engineers, Inc. Completed Tasks**

- Submittal of structural design and construction drawings to City of Irvine Building Department plan check and permitting for electrical upgrades, strip mall modification, and tower props replacement
 - Received City of Irvine Plan Check approval for electrical upgrades, strip mall modification, and tower props replacement ready for permits to be drawn/ approved for Construction
 - Purchasing bid support for electrical upgrades, strip mall modification, and tower props replacement
 - Purchasing support of entitlement, CEQA, ALTA Survey, and Civil design proposals and work scope

- Conceptual architectural design and site layout drawings for existing training grounds and north-forty/orchard parcels (approx. sixty sheets):
 - Site plans and architectural concept drawings for the existing training grounds; four structure modifications, four new structures
 - Site plans and architectural concept drawings for the future north-forty/orchard parcels; development of orchard, five new structures, and development of water reclamation/recycling system concept
 - Provide design professional support to entitlement, CEQA, ALTA survey and civil engineering requirements
 - Electrical system power extension upgrade design and construction drawings for existing training grounds and future north-forty/orchard parcels
 - Electrical bid package; six sheets of electrical and site drawings
 - Strip mall modifications; eleven sheets of architectural and structural drawings
 - Tower prop replacement; approximately twenty sheets of architectural, structural, and misc. MEP drawings

- Directed subcontractor work (GeoCon West) on soils and geotechnical design report for existing training grounds and north forty/orchard parcels

**ORANGE COUNTY FIRE AUTHORITY
AMENDMENT NUMBER TWO
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment Two") is made and entered into this ___ day of September, 2020 ("Effective Date"), by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and HMC Group, a Corporation, hereinafter referred to as "Firm". OCFA and Firm are sometimes hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, OCFA and Firm entered into that certain Professional Services Agreement on the 1st day of October, 2019, for Engineering and Construction Support Services ("Agreement"), which is incorporated herein by this reference;

WHEREAS, OCFA and Firm entered into that certain Amendment Number One to Professional Services Agreement ("Amendment One") on July 9, 2020 to extend the Agreement term through September 30, 2021;

WHEREAS, OCFA has requested additional engineering and construction support services;

WHEREAS, Firm has submitted to OCFA a proposal dated September 1, 2020 (revised September 8, 2020), a copy of which is attached hereto as Attachment "1" providing additional pricing and task information for the requested services and is incorporated herein by this reference; and

WHEREAS, both Parties desire to amend the Agreement to increase the total contract value of \$100,000 by \$880,400 for additional services for a new not to exceed amount of \$980,400 for the period ending on September 30, 2021.

NOW THEREFORE, OCFA and Firm agree to amend the Agreement as follows:

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.1. Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed: (1) in accordance with the terms set forth in Exhibit "A" in an amount not to exceed \$100,000.00, as described in Exhibit "A"; and (2) in accordance with the terms set forth in Attachment "1" to Exhibit "A" in an amount not to exceed \$880,400.00, for a total not to exceed Project cost of \$980,400.00. Notwithstanding any provisions to the contrary, OCFA shall pay Firm only for

services rendered deemed to be necessary by Firm and approved by OCFA. These Services shall be identified with particularity in writing and executed by both Firm and OCFA prior to payment.

Included within the compensation are all of Firm's ordinary office and overhead expenses, its agent's and employee's compensation, meetings with OCFA representatives, and incidental costs to perform the stipulated Services.

2. The proposal, dated September 1, 2020 (revised September 8, 2020), attached hereto as Attachment "1", is hereby added to and made a part of the Agreement as Attachment "1" to Exhibit "A".

3. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

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

“OCFA”


ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Manager

APPROVED AS TO FORM.

By:  _____
DAVID E. KENDIG
GENERAL COUNSEL

ATTEST:

Maria Huizar
Clerk of the Board

Date: _____

“FIRM”

HMC GROUP

Date: 9/10/2020 _____

By:  _____
Mitchell Carp
Senior Vice President

Digitally signed by Mitchell Carp
Date: 2020.09.10
13:14:08-07'00'

Date: 9/11/2020 _____

By:  _____
Andrew Thompson
Principal in Charge

Attachment "1"

September 1, 2020
(Revised September 8, 2020)

Mr. Christopher J. DeCoursey
Construction Manager
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602



Regarding: Proposal for Architectural/Engineering Services:
OCFA Training Grounds Expansion Project

Dear Chris:

HMC Architects is pleased to submit the following Proposal to provide Architectural, Structural Engineering, Mechanical Engineering, Plumbing Engineering, Electrical Engineering, Civil Engineering & Surveying, Landscape Architecture, Cost Estimating and optional CEQA Services for the above-mentioned project.

A. Scope of Work:

The existing OCFA Training Grounds are located at 1 Fire Authority Road in Irvine, California. There are three proposed phases to this project as defined below;

Phase 1:

1. Existing Training Grounds Strip Mall Modifications
2. Existing Training Grounds Fire Training Prop Replacement
3. Existing Training Grounds Fire Training Tower Modifications
4. Existing Training Grounds Portable Classroom Power Modifications

Phase 2:

1. Site preparation including removal/relocation of existing materials storage yard, and other training structures such as underground trench rescue, and Conex boxes
2. Existing Training Grounds New Breaching and Venting Props
3. Existing Training Grounds New Class "A" Training Structure
4. Existing Training Grounds New 3-Story Fire Training Structure
5. Existing Training Grounds New Site Improvements including the following:
 - a. New site concrete pavement around new training structures
 - b. New underground reclaim water recovery/storage system(s) for training water to connect to overflow into existing site storm drain system
 - c. New landscape and irrigation as required along north sloped hillside to prevent future soil erosion

Phase 3:

1. Site preparation including clear and grub, removal of cars, storage containers, avocado orchard, and relocation of existing site lighting, as required, to allow for new proposed work.



2. Proposed New North 40 One-Story Permanent Classroom & Dorm Building
 - a. One large classroom building that could be divided with an operable wall into two fully equipped separate classrooms similar to those that exist within Building D
 - b. Data backup center, if desired, which would host the computer equipment necessary to function as a complete RFOTC facility back-up host site with redundant power, A/C and security.
 - c. Breakroom/Kitchenette with seating area
 - d. Men and Women toilet rooms to support classroom functions
 - e. Eight dorm or sleeping rooms that could be used to accommodate overnight stays
 - f. Four uni-sex shower/toilet rooms
 - g. Mechanical/ Fire Sprinkler Riser Room
 - h. Electrical room which would serve as the main power source for all of the east property development. The room would be equipped with a redundant power source including exterior accommodations for portable generator connections.
3. Proposed New North 40 Permanent Shower/Restroom Building with four toilets and eight shower stalls.
4. Proposed New North 40 24'x40' Portable Classroom Buildings and associated ramps (Quantity: 2)
5. Proposed New North 40 4-Level Stacked Container Training Structure
6. Proposed New North 40 18' high concrete splash wall, including 30,000 gallon underground reclaim water recovery/storage system for training water
7. Proposed New North 40 Above Ground Water Tank to create head pressure, if necessary.
8. Exterior Generator connection area for emergency power operations
9. Proposed New North 40 Site Improvements including the following:
 - a. New site concrete pavement at training area, including slow skills driving course, vehicle extrication training area, and splash wall
 - b. Minimum of four (4) site fire hydrants to facilitate fire training activities
 - c. Site power to facilitate training activities
 - d. New AC parking lot, parking lighting and landscaping to serve classroom/dorm building and accommodate up to 80 standard parking stalls, including code required ADA stalls.
 - e. New perimeter 8' high CMU property line wall
 - f. Trash Enclosure
 - g. Pedestrian Bridge from upper east side to lower west side, if required
 - h. Exterior generator enclosure
 - i. New Site Lighting, as required
 - j. New Site water collection and drainage systems, as required
 - k. New Landscape & Irrigation as required

In order to complete the Phases above, HMC proposes to provide the following tasks:

Task 1, Phase 1:

1. Provide construction administration services for Strip Mall Modifications including new roofs, SCBA bottle fill, and new storage area, Training Tower interior and exterior Modifications, Live Fire Training Prop replacement in strip mall and

Training Tower and Power for Classrooms. Construction Administration will consist of the following:

- a. Review and Respond to Submitted RFI's and Drawing Clarifications
- b. Review and Respond to Project Submittals
- c. On-Going Correspondence Support
- d. Attend Weekly or Bi-Weekly Site Meetings, if required (HMC Architects/RSSE)
- e. Periodic Site Observations and Reports (G2 Solutions)
- f. Final Construction Punch Lists

Task 2, Phase 2:

1. Completion of construction documents for the two tasks developed under the original approved contract with RSSE, which include new exterior roof, door and vent-over breach props and Class "A" Structures, new multi-story containerized Live Fire Training Structure for Class "A" Materials, and the new proposed 3-Story Fire Training Structure (no interior live burns). Completion of documents includes, but is not limited to the following:
 - a. Coordination and review with Civil engineer
 - b. Plan Check review and approval process with the City of Irvine
 - c. Support in preparation of OCFA bid solicitation documents
 - d. Bidding and Pre-Proposal Meeting(s)
2. Construction Administration: See Phase 1 notes for CA phase services

Task 3, Phase 3:

1. Completion of the schematic design process for multiple fire training props and permanent structures associated with the North 40 property previously started under the original approved contract with RSSE, which include permanent classroom/dorm building, permanent shower/restroom building, 4-level stacked containerized training structure, 18' high concrete splash wall with underground reclaim water recovery/storage system for training water, two (2) 24'x40' portable classroom buildings, vehicle extrication area, slow skills course and site improvements including site walls, site lighting, pedestrian bridge, landscaping, and AC parking lot. Completion of this includes:
 - a. Kick-Off Meeting to reconfirm project goals and program for North 40.
 - b. Cost Estimating Cost Plan
 - c. Meet with representatives from Irvine Ranch Water District to agree upon reclaim water strategy for North 40 development.
 - d. Meet with representatives from City of Irvine to discuss project, define planning approval process and coordinate CEQA initial study.
 - e. Begin completing CEQA initial study documents, if selected.
 - f. Architectural Presentation Drawings, Including:
 - i. illustrative site plan showing final approved scope
 - ii. Basis of Design narrative
 - iii. one (1) rendering of training grounds for OCFA use
 - iv. Schematic Design Cost Plan
 - g. Presentation to OCFA leadership

- h. Incorporate final OCFA comments into design and proceed to Design Development Phase.
2. HMC and our consultants shall prepare construction documents for fire training props, permanent structures and associated site improvements. Construction documents phase shall consist of a design development phase, 50% CD Phase, and 100% CD phase. Completion of these phases includes the following deliverables:
 - a. Title Sheet with vicinity and location map
 - b. Code Analysis
 - c. Architectural Site Plan
 - d. Architectural Site Details
 - e. Civil Topographic Survey/ALTA Survey
 - f. Civil Site Plan/Demolition Plan
 - g. Civil Grading and Drainage Plan
 - h. Civil Site Utilities Plan
 - i. Landscape Site Planting Plan
 - j. Landscape Site Irrigation Plan
 - k. Landscape Irrigation Details Floor Plans
 - l. Architectural Floor Plans
 - m. Architectural Enlarged Floor Plans
 - n. Architectural Reflected Ceiling Plans
 - o. Architectural Roof Plans
 - p. Architectural Exterior Elevations
 - q. Architectural Building Sections
 - r. Architectural Building Sections
 - s. Architectural Wall Sections
 - t. Architectural Interior Elevations
 - u. Architectural Interior Finish Schedule
 - v. Architectural Door Schedule
 - w. Architectural Window Schedule
 - x. Architectural Details
 - y. Fire Training Prop Manufacturer Basis of Design Drawings
 - z. Structural Foundation Plans
 - aa. Structural Floor and Roof Plans
 - bb. Structural Sections
 - cc. Structural Walls Sections and Elevations
 - dd. Structural Details
 - ee. Mechanical HVAC Plans, Schedules, Diagrams and Details
 - ff. Plumbing Plans, Schedules, Diagrams and Details
 - gg. Electrical Plans, Schedules, Diagrams and Details
 - hh. Title 24 Calculations
 - ii. Fire Protection Plans, Details and Hydrology Calculations
 - jj. Specifications
3. Agency & Bidding/Negotiation Phase
 - a. Plan Check review and approval process with the City of Irvine/Water District and other authorities having jurisdiction over the project
 - b. Support in preparation of OCFA bid solicitation documents
 - c. Bidding and Pre-Proposal Meeting(s)
4. Construction Administration: See Phase 1 notes for CA phase services

Task 4, ALTA Surveys:

1. Provide ALTA/NSPS Land Title Survey of the OCFA's Headquarters at 1 Fire Authority Road in compliance with the "2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys"
2. Provide ALTA/NSPS Land Title Survey of the parcel designated at "North 40", adjacent to OCFA's Headquarters along the north, in compliance with the "2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys". Includes providing a Design Quality Topographic Survey of the North 40 parcel together with a portion of OCFA's Headquarters parcel.

Task 5, CEQA:

1. If desired by OCFA, HMC Architects and our consultants shall provide environmental and technical services for the proposed OCFA training grounds as it relates to California Environmental Quality Act (CEQA). Proposed scope of services for this task will include the following:
 - a. Preparation of an Initial Study that supports adoption of a Negative Declaration or Mitigated Negative Declaration, with accompanying technical studies to support its preparation.
 - b. Technical Analysis would include the following studies:
 - i. Client prepared Technical Analysis
 - ii. Air-Quality and Greenhouse Gas Emissions Analysis
 - iii. Noise and Vibration Analysis
 - iv. Sacred Lands File Request and AB 52 Tribal Consultation Support
 - v. Trip Generation and VMT Screening Memorandum
 - vi. Biological Resource Assessment and Technical Report

B. Assumptions:

1. HMC Architects (HMC) acknowledges that we shall assume the role as the Architect of Record for the Fire Training Grounds Expansion Project, including but not limited to, the Phase 1 Fire Training Props Replacement Project, which is currently out to bid. We are currently under the assumption that the Phase 1 construction documents and specifications accurately reflect OCFA's goals and vision for Phase 1. However, since we were not involved in the Phase 1 process up to date of this transition, we cannot be held responsible for the work of the prior Architect including, but not limited to, any actions or inactions, errors or omissions related to the design and construction documents portions of the Project. As the newly designated AOR, we shall be limited in our professional responsibility for our services moving forward which includes coordinating with RSSE Engineers and G2 Solutions, during the bidding and construction administration phases only. This effort includes ensuring that the selected contractor/vendor will be required to coordinate all Mechanical, Electrical and

Plumbing related points of connection, and extend them to the new proposed fire training props. In addition, HMC assumes that the G2 Solutions specifications requires the awarded contractor/vendor to carry all pertinent state and local licenses, and that the awarded contractor shall be responsible for training and commissioning, including all applicable costs associated with 3rd Party independent laboratory testing as part of their contract.

2. Based on our preliminary discussions with CEQA consultant and the City of Irvine, we do not believe that this project will result in any significant immitigable environmental impacts. However, if new information comes to light during project initiation or preparation of the Initial Study or it's technical studies that would result in a significant and unavoidable impact, the preparation of an Environmental Impact Report (EIR) would be required in lieu of Negative Declaration or Mitigated Negative Declaration.
3. HMC and our cost estimator shall provide a Cost Plan at the kick-off of the project to confirm project scope and budget are in alignment.
4. HMC shall maintain construction administration oversight for all three phases to ensure continuity and remain as point of contact with the client throughout the duration of the project.
5. HMC, G2 Solutions, OCFA, and our Civil Engineer, FPL, shall coordinate with the Irvine Ranch Water District to determine the water of storm and training water that shall be collected, treated, stored and reused on site for training or landscape purposed.
6. HMC and our electrical engineer, tk1sc, shall coordinate with OCFA and relocatable vendor to prepare electrical power plans for portable classrooms
7. HMC shall assist OCFA in the coordination of interior finishes for the portable classrooms, and provide anchorage and backing details, if required, for marker boards, and AV connections such as projector, projector screens, and TV's, as required.
8. Electrical engineer shall prepare fire alarm plans for portable classrooms to provide complete area detection type fire design. Provide interior and exterior fire alarm notification devices. System shall be stand alone with remote annunciator.
9. Electrical engineer shall prepare intrusion plans for portable classrooms.
10. Electrical engineer shall prepare interior LAN and WLAN data systems design for portable classrooms to accommodate students and instructors.
11. Civil Engineer shall provide ALTA Surveys, and attend three (3) in-person meetings during the design process for Phase 2 and Phase 3 projects.
12. Civil Engineer shall prepare Demolition Plans, Grading and Drainage Plans, Site Utility Plans (sanitary sewer, storm drain, potable water & fire water), Erosion Control Plans, Composite Site Utility Plans, Hydrology & Hydraulic Report, Engineers cost Estimate.
13. Civil Engineer shall prepare Water Quality Management Plan (WQMP)
14. Civil Engineer shall prepare Storm Water Pollution Prevention Plan (SWPPP)
15. Civil Engineer shall coordinate and submit plans to Irvine Ranch Water District (IRWD) as required.
16. We assume, per Chris DeCoursey email, dated August 28, 2020, IRWD will allow a waiver for "reclaim flush" for building restrooms, and domestic water. Reclaim scope will be limited to reclaiming training ground usage and possibly some surface water rainfall runoff. We will design for 75%-80% of estimated 1.5 million gallons of annual domestic water usage that is currently lost to the storm drain sewer.

17. HMC and our consultants shall evaluate and make a recommendation whether gas should be extended to north 40 to serve classroom/dorm building and shower building, or if it's more cost effective to use electric heating.
18. MEP Scope of work included Title 24 Energy Code Compliance.
19. We assume shower/restroom building shall not be air conditioned.
20. We assume North 40 4-Story training structure does not require mechanical or plumbing design.
21. We assume heat rejection loads for classroom/dorm building will be provided by OCFA.
22. We assume CalGreen Commissioning is not required by code.
23. We assume Phase 2 is almost complete, per RSSE and G2. Services shall be limited to new few for RSSE and G2 to complete their construction documents and submit to agency approval. New Scope includes electrical power and lighting to serve 3-story tower, and new civil scope for utilities and reclaim training water, as required.
24. We assume existing electrical distribution system is code compliant and has spare capacity for all new work.
25. We assume emergency power will be derived from existing on-site power and that the existing emergency electrical distribution system is code compliant and has sufficient space capacity for any new loads.
26. Phase 2 Electrical scope includes extending power from Phase 1 Electrical pull box (by others) into new 3 story training tower for interior power and lighting.
27. We assume the four-level stacked container structure superstructure components and connections are assumed to be engineered by the container manufacturer's professional engineer.
28. We assume new site walls with the north 40 shall be conventional cantilever style retaining walls up to a maximum of 10' founded on conventional shall spread footings.
29. We assume a combination of Autcad and Revit BIM shall be utilized on this project to prepare design and construction documents.
30. We assume OCFA acknowledges that the AE Team assumes no responsibility relating to any existing toxic materials, including asbestos, lead or PCB's and assumes no responsibility relating to its existence or removal.

C. Project Schedule:

1. Schematic Design Phase: 4 - 6 Weeks
2. Design Development Phase: 8 Weeks
3. Construction Documents:
 - a. Phase 2: 6 Weeks
 - b. Phase 3: 8 Weeks
4. Agency: 8 Weeks (Due to Covid19, this phase may be protracted out)
5. Bidding/Negotiation: 8 Weeks
6. Construction Administration:
 - a. Phase 1: 4 Months
 - b. Phase 2: 6 Months
 - c. Phase 3: 10 Months

D. Compensation:

HMC will provide the services outlined in the Scope of Work above, on fixed fee basis in the amount of Eight Hundred Eighty Thousand Four Hundred Dollars (\$880,400), not including option CEQA Initial Study, as broken down below:

Task 1, Phase 1 Arch CA Management	\$24,150
Task 1, Phase 1 Structural CA Support	\$8,000
Task 1, Phase 1 Fire Props Architects	\$10,000

Sub-total Task 1 \$42,150

Task 2, Phase 2 Civil	\$35,000
Task 2, Phase 2 Electrical	\$10,000
Task 2, Phase 2 Structural	\$44,000
Task 2, Phase 2 Architectural	\$64,400
Task 2, Phase 2 Fire Props Architect	\$45,000

Sub-Total Task 2 \$198,400

Task 3, Phase 3 Civil	\$75,000
Task 3, Phase 3 Landscape	\$7,500
Task 3, Phase 3 MEP + FP	\$68,800
Task 3, Phase 3 Structural	\$122,000
Task 3, Phase 3 Architectural	\$239,750
Task 3, Phase 3 Fire Props Architect	\$40,000
Task 3, Phase Cost Estimating	\$38,100

Sub-Total Task 3 \$591,150

Task 4, ALTA Survey Part 1	\$28,500
Task 4, ALTA Survey Part 2	\$20,200

Sub-Total Task 4 \$48,700

Total Fixed Fee \$880,400

Optional Task 5, CEQA Initial Study	\$78,080
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Project Phase Summary:

Schematic Design	15%
Design Development	15%
Construction Documents	30%
Agency Phase	5%
Bidding /Negotiation Phase	3%
Construction Administration	32%
	<hr/> 100%

E. Estimated Probable Construction Budget:

Based upon our analysis of the documentation provided to date, our estimate of the probable construction costs for this project are \$13,705,053 as broken down per phase below:

Phase 1 - \$1,426,503
Phase 2 - \$3,054,736
Phase 3 - \$9,223,814

We would estimate the total project cost conceptually to be \$17,816,569 based on 30% mark-up for soft costs.

E. Exclusions and Clarifications:

1. Phase 1 Design Phase, Construction Documents, and Agency Phase, are excluded, as these phases are contracted through RSSE Engineers under separate contract.
2. Preparation of as-built/record drawings is excluded.
3. Phasing, move plans, sequencing of drawings or preparation of multiple-bid packages is excluded.
4. Fee's and charges required by City, or other agencies are excluded.
5. Hydrant Flow testing fee's are excluded
6. Underground Utility Mapping Survey and/or utility potholing are excluded.
7. Lot line adjustment, Record of Survey or Property Boundary Monumentation, Legal Descriptions for Easements are excluded.
8. Scope of work performed by a Qualified SWPPP Practitioner (QSP) during construction.
9. Horizontal control plans are excluded.
10. Coordinate to collect and re-use "Reclaim flush" for building restrooms shall be excluded.
11. Hiring of water planning consultant to assist in design for reclaim water is excluded at this time.
12. Electrical Design for Solor Photovoltaic Panels is excluded at this time.
13. Structural engineering for retaining walls consisting of segmented sections with geogrid tiebacks or walls with drilled tiebacks are excluded.
14. Electrical Design for communication, such as intercom and paging system, shall be excluded.
15. Plumbing design for portable classroom buildings is excluded
16. Mechanical design for Portable Classrooms is excluded.
17. Mechanical design for 4-Story Training Structure is excluded
18. Food Service consultant and design for commercial kitchen appliances or commercial kitchen in classroom/dorm building is excluded.
19. Coordination with a commission agent is excluded.
20. CalGreen commissioning is excluded
21. Preparation of Environmental Impact Report (EIR) is excluded
22. Any cost of recordings of power, water and sewer are excluded.
23. Value engineering and life cycle cost analysis are excluded.
24. LEED, Savings-By-Design and sustainable presentations are excluded.
25. Enhanced or Full-Time Construction Administration services are excluded.

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26. FF&E design or coordination is excluded.
27. Special studies, including acoustical analysis are excluded.
28. Geotechnical investigations are excluded.
29. Procurement is excluded.
30. All other services and consultants not specifically noted in the Scope of Work above are excluded.

F. Additional Services:

If Additional Services are required beyond the original Scope of Work, HMC will bill on an hourly basis as per Attachment "A", HMC Hourly Rate Schedule.

G. Reimbursable Expenses:

Reimbursable expenses including costs related to printing, plotting (including 3D plotting) and delivery charges in the interest of the project are in addition to compensation for Basic and Additional Services. These expenses shall be billed by the Architect to the Owner at one and one fifteenth (1.15) times the expense incurred by the Architect and Architect's Consultants.

H. Other Terms and Conditions of This Proposal:

Reference Attachment "B" of this Proposal.

Please do not hesitate to contact me on my direct work line, (213) 545-7601 or my cell phone (909) 471-1518, if you need any additional information.

Thank you for your consideration of our proposal.

Sincerely,

HMC Group



Andrew D Thompson
Principal in Charge

AT: at

Encls: Attachment "A" – HMC Hourly Rate Schedule
Attachment "B" – Other Terms and Conditions

cc: Roberto Marquez, Sarah Gradillas (HMC)

ATTACHMENT "A"

HMC Rate Schedule Standard Hourly Rate by Professional Category (Not all categories need apply to this contract)

Description	Rates
Principal in Charge	\$ 235
Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$ 210
Project Manager/Project Architect/Technical Manager	\$ 190
Project Leader/Technical Leader	\$ 170
Project Coordinator	\$ 140
Senior Construction Administrator	\$ 210
Construction Administrator	\$ 160
Construction Administration Support	\$ 105
Design Principal	\$ 235
Senior Project Designer	\$ 210
Project Designer	\$ 190
Design Leader	\$ 170
Designer II	\$ 125
Designer	\$ 105
Senior Interior Designer	\$ 210
Senior Interior Project Designer	\$ 210
Senior Estimator	\$ 205
Sustainable Design	\$ 205
Senior Specifications Writer	\$ 205
Specifications Writer	\$ 190
Visualization Arts	\$ 180
Agency Compliance	\$ 135
Senior Education Facilities Planner	\$ 195
Education Facilities Planner	\$ 160

These are the current hourly rates effective July 1, 2020 through June 30, 2021 and are subject to change one time annually effective July 1st

ATTACHMENT "B"

OTHER TERMS AND CONDITIONS

Retainer

An initial payment of zero (-0-) shall be made upon execution of this Agreement and credited to the fee earned at final payment.

Invoicing

The Architect shall invoice its time and reimbursable expenses monthly, and invoices are due and payable upon receipt. Amounts unpaid thirty (30) days after the receipt of the invoice will be subject to a service charge of eighteen percent (18%) per annum, pursuant to Civil Code §3320. Should the Owner fail to pay current invoices for more than sixty (60) days, the Architect may stop work on the Project until payment is received or terminate this Agreement with the Owner. The Architect shall not be held liable for any damages or losses that may result from such suspension or termination of services according to the provisions set forth in this proposal.

The Owner agrees to return disputed invoices within fifteen (15) days of that invoice with a clear description of the nature of the dispute.

Project Suspension/Resumption

If the Project is suspended by the Owner for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services. If the project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate the Agreement, by giving not less than seven (7) days written notice.

Project Scope Changes

When compensation is based on percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the progress payment schedule as set forth in this Agreement, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received and/or awarded, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project. If the scope of the Project or of the Architect's services is increased, the Architect's fees shall be increased accordingly. If the scope of the Project and the Architect's services is reduced, the Architect's fee shall be reduced only as applicable to the portions of the Architect's services that were not performed as of the date of such changes, and that would be reduced by such change in scope.

Termination

Either the Owner or Architect may, for any reason, terminate this Agreement upon not less than seven (7) days written notice to the other party. In the event of termination, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. Termination Expenses are in addition to compensation for Basic and Additional Services and shall be computed as five percent (5%) of the Basic Services and Additional Service Fees.

Owner's Responsibility

The Owner shall provide full information, including a program which sets forth the Owner's objectives, schedule, constraints, and budget, with reasonable contingencies and criteria. The Owner shall also furnish any reports, tests, surveys, permits, inspection or other documentation of information or consultants reasonably requested by the Architect. All of foregoing shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

Architect of Record

Should the Project proceed beyond the phases of services in this Agreement, the Owner shall designate HMC as the Architect of Record for the Project and will enter into a mutually agreeable Owner/Architect Contract for the remaining phases of services to complete the Project.

Ownership of Documents

The Owner acknowledges that the Architect's Drawings, Specifications, Other Documents, Three Dimensional Computer Models and other design models are instruments of professional services. Nevertheless, the Drawings, Specifications, Other Documents, Three Dimensional Computer Models or other design models prepared under this Agreement shall become the property of the Owner upon completion of this Project and upon payment of all amounts due the Architect. The Architect, however, shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. Should the Owner or any other person, firm or legal entity use, reuse or modify the Architects' Drawings, Specifications, Other Documents, Three Dimensional Computer Models or other design models prepared under this Agreement, for other than the Owner's use and occupancy of the completed Project, the Owner agrees to indemnify, defend, and hold the Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entity, arising out of such use, reuse or modification of the Architect's Drawings, Specifications, Other Documents, Three Dimensional Computer Models or other design models, except where the Architect is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction.

Electronic Files

When requested by Owner, the Architect may transfer documents in electronic file formats to the Owner. The creation of the computer files shall be considered an additional service and the Architect shall be compensated on an hourly basis. By accepting these files/disks and the above stipulations, the Owner agrees to indemnify the Architect, its agents and all consultants against all claims, resulting from the use of these files and the information they contain, by the Owner or their own Consultants, Contractor, Subcontractors, suppliers and all others who receive these files or data. In no event shall the Architect be liable for any loss or profit or any consequential damages as a result of the Clients use or reuse of the electronic files. Owner understands and agrees the Architect relies on various forms of data transmission by an uninterrupted delivery of electrical and telephone service as a means of conducting Architect's business, including the Internet, and that the Internet may be used for intentional and malicious purposes, including transmission of electronic applications commonly referred to as computer "viruses" or "worms". While the Architect endeavors to eliminate the propagation of such applications through its systems and network, the Architect has no control over the actions of third party internet service providers or users of the Internet or similar systems. Consequently, the Owner agrees to waive all claims against the Architect for the propagation of virus applications that may cause damage of any kind to the Owner unless the Architect was the creator of the virus.

Software and Data Exchange Protocols

The Owner and Architect shall, at the earliest practical moment, meet and delineate the types of software to be used on the Project and establish protocols, standards and tolerances as may be required for the proper execution of the Work. If applicable, the Owner and Architect shall work together to establish the permitted uses for all digital information, including the Model, to be exchanged on the Project. Such determination shall be set forth in the BIM Addendum, or other similar document, that shall be incorporated by reference into all agreements for services or construction of the Project.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of

the Architect and his or her subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his or her subconsultants to all those named shall not exceed the Architect's total fee paid for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty. Further, no officer, director, shareholder, or employee of Architect shall bear any personal liability to Owner for any and all injuries, claims, demands, losses or damages of any nature.

Insurance

During the term of this Agreement, the Architect agrees to provide evidence of insurance coverage of five million dollars (\$5M) Professional Liability (Errors and Omissions). In addition, the Architect agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project if such coverage is reasonably available at commercially affordable premiums. The Architect further agrees that the applicable subconsultants will be required to maintain a minimum of one million dollars (\$1,000,000) Professional Liability (Errors and Omissions) coverage. For the purposes of this Agreement "reasonably available" and "commercially affordable" shall mean that more than half the Architect's practicing in this state in this discipline are able to obtain such coverage. Nothing contained in the Agreement or otherwise is intended to create a fiduciary relationship between the parties.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Owner and the Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and the Architect further agree to include a similar mediation provision in all agreements with independent contractors and consultant retained for the Project and require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. Architect shall make no claim against Owner without first providing Owner with a written notice of damages and providing Owner thirty (30) days to cure before an action is commenced. The Owner shall make no claim either directly or in a third party claim, against Architect unless the Owner has first provided Architect with a written certification executed by an independent architect currently practicing in California. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an architect performing architectural services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Architect not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

Hazardous Materials

It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials or toxic mold at the jobsite, or should it become known in any way that such materials at the jobsite, or any adjacent areas that may affect the

performance of the Architect's services, the Architect may, at the Architect's option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant the jobsite is in full compliance with the applicable laws and regulations.

Consequential Damages

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

Third Party Contracts

The Owner shall, upon request of the Architect, supply a copy of the executed Agreement with the Owner's Construction Manager or Project Management Firm, relating to services provided under this Agreement. The Owner shall require that the Contractor and Construction Manager or Project Management Firm (if any) defend, indemnify and hold harmless the Architect for any claims or damages arising from their respective work on the project.

LEED Certification

If required within the attached scope of work, the Architect shall make every professional effort, within it's reasonable control consistent with industry standards, to obtain LEED Certification. In recognition of the fact the LEED Certification depends on other parties that the Architect cannot control, the Owner agrees that the Architect cannot warrant, represent or guarantee that LEED Certification will be subsequently awarded. In addition, any building simulation analysis performed as part of the services provided reflects the Architect's best judgment as a design professional familiar with the industry, but cannot be assumed to be an accurate portrayal of, and may vary from, actual building performance.