



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS REGULAR MEETING

Thursday, September 23, 2021
6:00 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road
Irvine, CA 92602

Link to:

[Board of Directors Member Roster](#)

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Board of Directors after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact 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**

The public is permitted to convene in person for this public meeting or view and comment:

- 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 Board. Comments related to a particular agenda item will only be considered prior to the close of public comments on that item.

CALL TO ORDER by Chair Shawver

INVOCATION by OCFA Chaplain Devin Chase

PLEDGE OF ALLEGIANCE by Director Wagner

ROLL CALL by Clerk of the Authority

REPORTS

A. Report from the Budget and Finance Committee Chair

B. Report from the Fire Chief

- Participants for completion of All American Leadership Training

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

None.

2. CONSENT CALENDAR

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

A. Minutes from the July 22, 2021, Regular and Special Meetings of the Board of Directors

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

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

Recommended Action:

- Approve the Minutes of the July 22, 2021 Regular Meeting as submitted.
- Approve the Minutes of the July 22, 2021 Special Meeting as submitted.

B. Budget Adjustment to Conduct Mandated Defensible Space Compliance Inspections per Assembly Bill 38

Submitted by: Lori Smith, Assistant Chief/Community Risk Reduction and Robert Cortez, Assistant Chief/Business Services Department

On September 8, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 9-0 vote.

Recommended Actions:

1. Amend the Master Position Control List to add one Fire Prevention Specialist to conduct defensible space inspections located in the High or Very High Hazard Severity Zones, contingent on State funding for the position. Staff shall be prepared with a fee study in the event State funding ceases.
2. Approve a Budget Adjustment to increase revenue by \$180,000 and expenditures by \$180,000, including \$135,000 in the General Fund (121) and \$45,000 in the Fleet CIP Fund (133).

C. Carryover of FY 2020/21 Uncompleted Projects

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

On September 8, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 8-0 vote (Director Sachs absent).

Recommended Actions:

Authorize the following proposed budget adjustments:

1. Approve a budget adjustment in the FY 2021/22 General Fund (121) increasing revenues by \$16,637,547 and expenditures by \$17,174,678.
2. Approve a budget adjustment in the FY 2021/22 General Fund CIP (12110) increasing expenditures by \$6,025,736.
3. Approve a budget adjustment in the FY 2021/22 Fire Stations and Facilities Fund (123) increasing expenditures by \$6,818,795.
4. Approve a budget adjustment in the FY 2021/22 Communications and Information Systems Fund (124) increasing expenditures by \$3,741,515.
5. Approve a budget adjustment in the FY 2021/22 Fire Apparatus Fund (133) increasing expenditures by \$10,414,456.
6. Approve a budget adjustment in the FY 2021/22 Settlement Agreement Fund (139) increasing expenditures by \$1,500,000.
7. Approve a budget adjustment in the FY 2021/22 Structural Fire Entitlement Fund (171) increasing expenditures by \$1,120,305.

D. Fourth Quarter Purchasing Report

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

On September 8, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 9-0 vote.

Recommended Action:

Receive and file the report.

E. Amendment to Purchasing Ordinance –Second Reading

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

At the July 22, 2021 meeting of the Board of Directors, the First Reading of the proposed ordinance was approved by a 18-2 vote (Director Tettemer and Bartlett dissented and Directors Chun, Muller, O’Neil, Sachs, and Sedgwick absent).

Directors Tettemer and Bartlett dissented on the first reading of the ordinance; said votes will be carried over for second reading and on the Minutes, unless this item is pulled from the Consent Calendar and register a “yes” vote on this item.

Recommended Actions:

1. Waive the full reading of the proposed Ordinance.
2. Adopt and read by title only proposed Ordinance No. 009 entitled AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING THE FIRE AUTHORITY’S PROCUREMENT CODE TO REVISE THE PURCHASING RULES AND PROCEDURES.

F. Resolution for Approval of the Joint Community Facilities Agreement Relating to Fire Facilities at Rienda Master Planned Community

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Rob Capobianco, Division Chief

Recommended Action:

Adopt resolution authorizing the Fire Chief, or designee, to execute the Joint Community Facilities Agreement among the County of Orange, the Orange County Fire Authority, and RMV PA 3 Development, LLC relating to Fire Facilities at Rienda Master Planned Community. (*Requires majority vote of the total membership of the board, pursuant to Cal. Gov’t Code § 36936.*)

G. Amendments to the Personnel & Salary Resolution

Submitted by: Lori Zeller, Deputy Chief/Administration & Support Bureau and Stephanie Holloman, Assistant Chief/Human Resources Director

Recommended Action:

Review and approve the amendments to the Personnel & Salary Resolution, Part 3, Article I, Section 5(E) – CalPers Health Care.

H. Ratification of Agenda Items Acted Upon by the Board of Directors on June 24, 2021 after 10:30 p.m.

Submitted by: David Kendig, General Counsel

Recommended Action:

Ratify the approval of the following agenda items approved after 10:30 p.m. at the June 24, 2021, Board of Directors meeting:

- 2A. Minutes from the May 27, 2021, Regular Meeting of the Board of Directors
- 2B. Third Quarter Purchasing Report
- 2C. Updated Cost Reimbursement Rates
- 2D. 2020/21 Year End Budget Adjustment
- 3A. Mutual Aid Agreement with Los Alamitos Joint Forces Training Base (JFTB)
- 3B. Fire Chief's Discretionary Bonus Upon Completion of Third Full Year of Service
- 4A. Fiscal Year 2021/22 Proposed Budget.

3. DISCUSSION CALENDAR

A. Consider the 9:30 p.m. Rule in Board Rules of Procedure Rule 3(b) and Waive the 10:30 p.m. Curfew Set Forth in Rule 3(c)

Submitted by: David Kendig, General Counsel

Recommended Action:

1. At 9:30 p.m. determine which remaining agenda items will be considered and which may be continued to the next regular meeting; and
2. In the event the Board's meeting appears likely to continue past 10:30 p.m., waive the 10:30 p.m. curfew set forth in Board Rule of Procedure 3(c). (Waiver of the 10:30 curfew requires approval from three-fifths (3/5ths) of the Board members present for the meeting.)

B. Modifications to the Quick Reaction Force Pilot Program – Northern California Wildfire QRF Support and Cost Recovery

Submitted by: Brian Fennessy, Fire Chief and Robert Cortez, Assistant Chief/Business Services Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to execute amendments to the various QRF agreements in support of the Northern California wildfires by increasing the contract amounts as referenced in Table One.
2. Approve and authorize a FY2021-22 General fund (121) budget adjustment to recognize cost recovery revenue increase of an estimated \$1,868,210 and to increase appropriations by the same amount.
3. Approve the updated Cost Reimbursement Rate schedule to include the addition of standby rates for aircraft and mobile retardant base, and rates for program management and ATGS services in response to the Northern California wildfire QRF support with a retroactive effective date of August 17, 2021.

C. Board of Director Requested Item: Child Car Safety Seat Installation and Inspection

Submitted by: Kenny Dossey, Deputy Chief/Operations Bureau and Phil Johnson, Assistant Chief/Field Operations

Recommended Action:

1. **Option 1** – Direct staff to, like other agencies, continue to provide National Transportation Safety Board (NTSB) approved and recommended informational materials for the stations to use in directing people to a certified child safety car seat specialist in the local area; or
2. **Option 2** – Direct staff to provide specified employees (such as Community Educators) with certified training in child car safety seat installation. Offer installation at the Orange County Regional Fire Operations & Training Center (Headquarters) and during community events.

BOARD MEMBER COMMENTS**CLOSED SESSION**

The Brown Act permits legislative bodies to discuss certain matters without members of the public present. The Board of Directors find, based on advice from the General Counsel, that discussion in open session of the following matters will prejudice the position of the authority in existing and/or anticipated litigation:

CS1. CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6

Chief Negotiator:

Peter Brown, Liebert Cassidy Whitmore

Employee Organizations:

- Orange County Professional Firefighters Association, IAFF - Local 3631,
- Orange County Employees Association (OCEA), and
- Orange County Fire Authority Management Association (OCFAMA)

CS2. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION pursuant to paragraph (2) and (3) of subdivision (d) of Section 54956.9 of the Government Code: Three (3) Cases**CS3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** pursuant to Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code: Desiree Horton v. OCFA et al, Case No. 30-2021-01200267-CU-WT-CJC**CLOSED SESSION REPORT** by General Counsel

ADJOURNMENT – The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, October 28, 2021, at 6:00 p.m.

AFFIDAVIT OF POSTING

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

Maria D. Huizar, CMC
Clerk of the Authority

UPCOMING MEETINGS:

Budget and Finance Committee
Executive Committee
Board of Directors

Wednesday, October 13, 2021, 12 noon
Thursday, October 28, 2021, 5:30 p.m.
Thursday, October 28, 2021, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting
Thursday, July 22, 2021
6:00 P.M.**

Regional Fire Operations and Training Center Board Room

1 Fire Authority Road
Irvine, CA 92602-0125

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on July 22, 2021, at 6:00 p.m. by Chair Shawver.

INVOCATION

Chaplain Paul Cobb offered the invocation.

PLEDGE OF ALLEGIANCE

Director Hatch led the Assembly in the Pledge of Allegiance to the Flag.

ROLL CALL

Dave Shawver, Stanton, Chair
Lisa Bartlett, County of Orange*
Ross Chun, Aliso Viejo*
Shelley Hasselbrink, Los Alamitos
Gene Hernandez, Yorba Linda
Anthony Kuo, Irvine
Frances Marquez, Cypress*
Sunny Park, Buena Park*
Vince Rossini, Villa Park
Tri Ta, Westminster*
Donald P. Wagner, County of Orange

Michele Steggell, La Palma, Vice Chair
Letitia Clark, Tustin*
Carol Gamble, Rancho Santa Margarita*
Noel Hatch, Laguna Woods
Joe Kalmick, Seal Beach
Jessie Lopez, Santa Ana*
Joe Muller, Dana Point*
Sandy Rains, Laguna Niguel*
Ed Sachs, Mission Viejo*
Mark Tettemer, Lake Forest
Kathleen Ward, San Clemente

Absent: Troy Bourne, San Juan Capistrano
Don Sedgwick, Laguna Hills

John O'Neill, Garden Grove

Also present were:

Fire Chief Brian Fennessy
Deputy Chief Kenny Dossey
Assistant Chief Robert Cortez
Assistant Chief Lori Smith
General Counsel David Kendig
Dir. of Comm. Colleen Windsor

Deputy Chief Lori Zeller
Assistant Chief Randy Black
Assistant Chief Stephanie Holloman
Assistant Chief Phil Johnson
Assistant Chief Jim Ruane
Clerk of the Authority Maria Huizar

**Board Members participating via Teleconferencing*

REPORTS

A. Report from the Budget and Finance Committee Chair (FILE 11.12)

Budget and Finance Committee Chair Joe Muller reported at the July 14, 2021, regular meeting, the Committee by unanimous vote approved the recommended actions of the Fire Integrated Real-time Intelligence System (FIRIS) 3.0 Program. Additionally, the Committee reviewed and directed staff to forward the Budget Adjustment for General Liability Insurance, Acceptance of 2021 Department of Homeland Security/Federal Emergency Management Agency's Urban Search & Rescue Preparedness Cooperative Agreement Funding, and the Updated OCFA Basic Life Support Medical Supplies Reimbursement Rate to the Board of Directors for approval of the recommended actions. Lastly, the Committee considered the Modifications to the Purchasing Ordinance and Purchasing Provisions of the Roles/Responsibilities/Authorities Matrix to conform to the direction from the Board of Directors during its May 27, 2021, meeting, and recommended that the item along with additional edits to the Matrix be forwarded to the Board of Directors meeting of July 22, 2021, for approval.

Director Kuo arrived at this point (6:09 p.m.).

B. Fire Chief's Report (FILE 11.14)

Fire Chief Brian Fennessy thanked Director Kuo for the invitation to participate at the City of Irvine's Public Safety Open House. OCFA participated with the Irvine Police Department which provided a great opportunity for the OCFA to interact with the community, along with our law enforcement friends. In partnership with OCFA the Irvine City Law Enforcement provided a drone program demonstration. Fire Chief Fennessy introduced Division Chief Jim Henery who provided an overview and video of the July 13, 2021, Santa Ana Wall Breech Rescue; an individual wedged between two commercial structures. Firefighters recognized it to be a technical call, pulled in the Urban Search and Rescue Team to respond to the incident.

Director Rossini arrived at this point (6:13 p.m.).

PUBLIC COMMENTS

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

1. PRESENTATIONS

A. Update on Air Operations by Vince Carpino, Division Chief (FILE X:18.9) (FILE 11.9)

Division Chief Vincent Carpino provided an historic overview of the OCFA Air Operations with a PowerPoint presentation.

B. Recognition of GFOA Budget Award (FILE 11.09B)

Chair Shawver, Chief Fennessy, and Assistant Chief Cortez recognized the OCFA Treasury and Financial Planning Division honored for their 13th year with the Distinguished Budget Presentation Award FY 2020/21, from the Government Finance Officers Association of the United State and Canada.

C. Recognition of GFOA Finance Division (FILE 11.09B)

Chair Shawver, Chief Fennessy, and Assistant Chief Cortez recognized the OCFA Finance Division awarded with the Certificate of Achievement for Excellence in Financial Reporting for their 23rd consecutive year from the Government Finance Officers Association of the United States and Canada.

D. Special Presentation – Introduce and present US Flags to Silverado Canyon Fire Crew members Dylan Van Iwaarden and Phi Le (FILE 11.9C)

Assistant Chief Phil Johnson introduced US&R Division Chief Shane Sherwood, Division Chief Ron Roberts, and Battalion Chief Steve Dohman, all who served on CalFire Incident Management Team No. 6 during the October 2020 Silverado and Blue Ridge Incidents. Division Chief Sherwood introduced Firefighters Dylan Van Iwaarden and Phi Le, both honored for their courage and bravery during the incidents, and presented them with United States Flags that were flown over the briefing stages during the fires by the CalFire Incident Management Team No. 6. Chair Shawver along with the entire Board expressed their deepest gratitude to the two firefighters.

CLOSED SESSION

General Counsel David Kendig reported the Board would be considering Closed Session Item Nos. CS1, CS2, CS3, CS4, and CS6.

CS1. CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6

Chief Negotiator:

Peter Brown, Liebert Cassidy Whitmore

Employee Organizations:

- Orange County Professional Firefighters Association, IAFF - Local 3631,
- Orange County Employees Association (OCEA),
- and
- Orange County Fire Authority Management Association (OCFAMA)

CS2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54954.5:

Position:

Fire Chief

CS3. CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6

Chief Negotiators: Board Chair Shawver, Vice Chair Steggell,
Immediate Past Board Chair Hasselbrink and Budget
& Finance Committee Chair Muller
Position: Fire Chief

CS4. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION pursuant to paragraph (2) and (3) of subdivision (d) of Section 54956.9 of the Government Code: Three (3) Cases

CS5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code: Desiree Horton v. OCFA et al, Case No. 30-2021-01200267-CU-WT-CJC

CS6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code: CalOSHA Inspection Number 1523238. CSHO ID: T6126. Optional Report #016-20, Reporting ID: 0950631, re: Inspection Site at Santiago Canyon and Silverado Canyon Roads

CLOSED SESSION REPORT

General Counsel David Kendig stated there were no reportable actions from Closed Session, up to this point, noting Closed Session will be reconvening later in the meeting.

Chair Shawver recessed the Regular Board of Directors Meeting at 8:30 p.m. to the Special Board of Directors meeting.

Chair Shawver reconvened the Regular Board of Directors Meeting at 8:38 p.m.

2. CONSENT CALENDAR

On motion of Director Hernandez, and second by Director Ward, and following a roll call vote, declared passed 21-0 (Directors Bourne, Muller, O'Neill, and Sedgwick absent). Agenda Items 2C and 2F were pulled for separate consideration.

A. Minutes from the June 24, 2021, Regular Meeting of the Board of Directors (FILE 11.06)

Action: Approve as submitted with correction.

B. Approve the Fifth Amendment to the Advanced Life Support Services Billing Agreement to Update the Medical Supply Reimbursement Rate (FILE 18.05A4)

Action: Approve the Fifth Amendment to the Advanced Life Support Billing Agreements to update the Medical Supply Reimbursement Rate with Care Ambulance Service, Inc. and Emergency Ambulance Services, Inc., included as Attachments 2 and 3, subject to nonsubstantive revisions in a form approved by General Counsel.

C. Budget Adjustment for General Liability Insurance (FILE 18.10A4)

Director Wagner requested separate consideration of this item.

On motion of Chair Shawver and second by Director Ward, and following a roll call vote, declared passed 20-1 (Director Wagner opposed, Directors Bourne, Muller, O'Neill, and Sedgwick absent) to approve a budget adjustment to the FY 2021/22 General Fund (121) budget increasing expenditures by \$791,679.

D. Acceptance of 2021 Department of Homeland Security/Federal Emergency Management Agency's Urban Search & Rescue Preparedness Cooperative Agreement Funding (FILE 16.02A)

Action:

1. Approve and adopt the proposed Resolution to accept the Department of Homeland Security/Federal Emergency Management Agency's Grant Readiness Cooperative Agreement funding.
2. Approve a budget adjustment to the FY 2021/22 General Fund (121) budget increasing revenues and expenditures by \$1,269,878.

E. Proclamation for Fire Prevention Week, October 3-9, 2021 (FILE 11.09A)

Action: Approve proclamation designating October 3-9, 2021, as Fire Prevention Week.

F. Award of Public Works Contract for Fire Station 49 Foundation Remediation Project (FILE 19.07C)

Director Rains requested separate consideration of this item.

On motion of Director Rains and second by Director Kuo, and following a roll call vote, declared passed 21-0 (Directors Bourne, Muller, O'Neill, and Sedgwick absent) to:

1. Approve the plans and specifications for foundation remediation at Fire Station 49.
2. Accept the A2Z, Inc. bid of June 3, 2021.

3. Approve and award the public works contract to A2Z, Inc. in the amount of \$428,800.

G. Fire Integrated Real-time Intelligence System (FIRIS) 3.0 Program (FILE 18.09D)

Action:

1. Approve and authorize the Board Chair to accept Cal OES reimbursement funding in the amount of \$4,001,791 for the implementation of the three-month FIRIS 3.0 program.
2. Approve and authorize a budget adjustment to increase revenue and appropriations in FY 2021/22 General Fund (121) budget by \$4,001,791 in new Cal OES funding.
3. Approve and authorize the Purchasing Manager to execute a Professional Services Agreement acceptable to the Fire Chief and in a form approved by General Counsel with AEVEX for aviation services in an amount not to exceed \$2,400,250.
4. Approve and authorize the Purchasing Manager to enter into new Professional Services Agreements acceptable to the Fire Chief and in a form approved by General Counsel with the Air Tactical Group Supervisors at amounts not to exceed \$90,000 each. The aggregate total for FIRIS-related ATGS services is not to exceed \$808,519 for the three-month program duration.
5. Approve and authorize the Purchasing Manager to execute an extension acceptable to the Fire Chief and in a form approved by General Counsel to the previously approved Service Agreement with UCSD/WIFIRE using the sole source provision of the Purchasing Ordinance for fire behavior modeling and other related services in an amount not to exceed \$166,667.
6. Approve and authorize the Purchasing Manager to enter into a new Professional Services Agreement acceptable to the Fire Chief and in a form approved by General Counsel with Rocky Opliger for program management services in an amount not to exceed \$60,000 for the program duration.
7. Approve and authorize the Fire Chief and Purchasing Manager to enter into cost reimbursement agreements acceptable to the Fire Chief and in a form approved by General Counsel for project management and Fusion Center support services with (a) the Los Angeles Fire Department and (b) North County Fire Protection District in a combined amount not to exceed \$250,000.
8. Approve and authorize the Fire Chief and Purchasing Manager to enter into agreements acceptable to the Fire Chief and in a form approved by General Counsel providing for the use of an air base location to be determined for Southern California operations and Sacramento McClellan Airport for Northern California operations by OCFA and its contractors for office space, to store aircraft and conduct air operations (including take offs and landings) from the respective facilities in an aggregate amount not to exceed \$15,000.
9. Approve and authorize the Purchasing Manager to adjust all FIRIS-related vendor contracts by the individual amounts needed during the three-month duration, in support of FIRIS 3.0 Program, so long as the aggregate value of the increase does not exceed the revised program budget in Table One.

3. DISCUSSION CALENDAR

A. Review of Purchasing Ordinance Special Procurement Provision (FILE 11.10H)

Director Ward stated her concerns were addressed within the staff report; there was no additional need for discussion; no other Board Members offered comments; Director Ward tabled the matter.

B. Proposed Amendment to the Procurement Ordinance – First Reading (FILE 11.10H)

Assistant Chief Cortez presented the Proposed Amendment to the Procurement Ordinance – First Reading with a PowerPoint presentation.

Lengthy discussion ensued.

On motion of Director Ward and second by Director Hernandez, and following a roll call vote, declared passed 18-2 (Directors Bartlett and Tettemer opposed, Directors Muller, O'Neill, Rossini, Sachs, and Sedgwick absent) to:

1. Waive the full reading of the proposed Ordinance.
2. Introduce and read by title only proposed Ordinance No. 009 entitled AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING THE FIRE AUTHORITY'S PROCUREMENT CODE TO REVISE THE PURCHASING RULES AND PROCEDURES and
3. Approve Resolution 2021-02 entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS AMENDING THE ROLES/RESPONSIBILITIES/AUTHORITIES MATRIX TO COINCIDE WITH THE NEW PROCUREMENT CODE.

At this point, General Counsel Kendig asked that the Board consider (Board of Directors Rule of Procedures) Rule 3B, the 9:30 p.m. Rule, in which the Board would take a brief moment to make a determination of those items that would be considered and those that would be continued to the next regular meeting. Deputy Chief Zeller noted that all Open Session items have been completed and only Closed Session items remained. General Counsel Kendig indicated that all Closed Session items were time sensitive.

Also, General Counsel Kendig stated that (Board of Directors Rule of Procedures) Rule 3A, the 10:30 p.m. Curfew was not on the agenda, and following the Brown Act, a vote of two-thirds of the members that are present, must approve the following finding, a need to take immediate action on an item not on the agenda, followed by a vote on the matter.

On motion of Director Hasselbrink and second by Chair Shawver, and following a roll call vote, declared passed 20-0 (Directors Bourne, Muller, O'Neill, Sachs, and Sedgwick absent) to make a

determination of the members of this body that there is a need to take immediate action and the need arose and came to the attention of this body, subsequently to the agenda being posted.

On motion of Director Ward and second by Director Rossini, and following a roll call vote, declared passed 20-0 (Directors Bourne, Muller, O'Neill, Sachs, and Sedgwick absent) to extend the 10:30 p.m. curfew.

BOARD MEMBER COMMENTS

Director Wagner requested OCFA consider offering comprehensive child car seat safety installation and inspections at fire stations and at corporate headquarters.

General Counsel Kendig stated the Board would reconvene into Closed Session.

CLOSED SESSION (FILE 11.15)

Director Hasselbrink left at this point (11:34 p.m.).

CLOSED SESSION REPORT (FILE 11.15)

General Counsel David Kendig stated the Board voted unanimously to direct legal counsel to file an appeal of the CalOSHA matter identified as CS6 on the Closed Session agenda. Other than that, there was no reportable action.

ADJOURNMENT – Chair Shawver adjourned the meeting at 12:12 a.m., Friday, July 23, 2021. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, September 23, 2021.

Maria D. Huizar, CMC
Clerk of the Authority

MINUTES

ORANGE COUNTY FIRE AUTHORITY

Board of Directors Special Meeting
Thursday, July 22, 2021
8:30 P.M.

Regional Fire Operations and Training Center Board Room
1 Fire Authority Road
Irvine, CA 92602-0125

CALL TO ORDER

A special meeting of the Orange County Fire Authority Board of Directors was called to order on July 22, 2021, at 8:30 p.m. by Chair Shawver.

ROLL CALL

Chair Dave Shawver, Stanton, Chair
Lisa Bartlett, County of Orange*
Ross Chun, Aliso Viejo*
Shelley Hasselbrink, Los Alamitos
Gene Hernandez, Yorba Linda
Anthony Kuo, Irvine
Frances Marquez, Cypress*
Sunny Park, Buena Park*
Vince Rossini, Villa Park
Tri Ta, Westminster*
Donald P. Wagner, County of Orange

Vice Chair Michele Steggell, La Palma, Vice Chair
Letitia Clark, Tustin*
Carol Gamble, Rancho Santa Margarita*
Noel Hatch, Laguna Woods
Joe Kalmick, Seal Beach
Jessie Lopez, Santa Ana*
Joe Muller, Dana Point*
Sandy Rains, Laguna Niguel*
Ed Sachs, Mission Viejo*
Mark Tettemer, Lake Forest
Kathleen Ward, San Clemente

Absent: Troy Bourne, San Juan Capistrano
Don Sedgwick, Laguna Hills

John O'Neill, Garden Grove

Also present were:

Fire Chief Brian Fennessy
Deputy Chief Kenny Dossey
Assistant Chief Robert Cortez
Assistant Chief Lori Smith
General Counsel David Kendig
Dir. of Communications Colleen Windsor

Deputy Chief Lori Zeller
Assistant Chief Randy Black
Assistant Chief Stephanie Holloman
Assistant Chief Phil Johnson
Assistant Chief Jim Ruane
Clerk of the Authority Maria Huizar

3. DISCUSSION

A. Consider Request to Cure and Rescind Action Taken During the Board of Directors Closed Session Meeting on June 24, 2021

General Counsel David Kendig introduced the Special Meeting Agenda Item No. 3A.

On motion of Director Kuo and second by Chair Shawver, and following a roll call vote, declared passed 21-0 (Directors Bourne, Muller, O'Neill, and Sedgwick absent) to:

1. Rescind the June 24, 2021, Closed Session motion to suspend the 10:30 p.m. curfew.
2. Direct staff to agendaize those matters that were acted upon after 10:30 p.m. on June 24, 2021, for ratification at the Board of Directors next regular meeting.

ADJOURNMENT – Chair Shawver adjourned the meeting at 8:38 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, September 23, 2021.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 23, 2021

Agenda Item No. 2B
Consent Calendar

Budget Adjustment to Conduct Mandated Defensible Space
Compliance Inspections per Assembly Bill 38

Contact(s) for Further Information

Lori Smith, Assistant Chief
Community Risk Reduction

lorismith@ocfa.org

714.573.6016

Robert Cortez, Assistant Chief
Business Services Department

robertcortez@ocfa.org

714.573.6012

Summary

This item is submitted to request a budget adjustment and the addition of a Fire Prevention Specialist position to the Master Position Control List to support the implementation of Assembly Bill 38 to conduct CAL FIRE mandated defensible space compliance inspections.

Prior Board/Committee Action(s)

On September 8, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 9-0 vote.

RECOMMENDED ACTION(S)

1. Amend the Master Position Control List to add one Fire Prevention Specialist to conduct defensible space inspections located in the High or Very High Hazard Severity Zones contingent on State funding for the position. Staff shall be prepared with a fee study in the event State funding ceases.
2. Approve a Budget Adjustment to increase revenue by \$180,000 and expenditures by \$180,000, including \$135,000 in the General Fund (121) \$45,000 in the Fleet CIP Fund (133).

Impact to Cities/County

Not Applicable.

Fiscal Impact

Increased costs to OCFA are anticipated to be fully covered by an increase in CAL FIRE contract revenue. The FY 2021/22 revenue and expenditures will be increased by \$180,000, including \$135,000 in the General Fund (121) and \$45,000 in the Fleet CIP Fund (133).

Background

In 2019, Governor Newsom signed Assembly Bill 38 into law, requiring all real properties sold in the High or Very High Fire Hazard Severity Zones to have a compliant Defensible Space inspection, as well as home hardening disclosure. Specifically, as of July 1, 2021, all sellers of real property located in the High or Very High Hazard Severity Zones, as part of escrow documentation, are to provide a prescribed disclosure notice to the buyer as to the degree of local

ordinance compliance. This action requires the Authority having jurisdiction to conduct an inspection and provide documentation as such. Serving as a contract county with CAL FIRE, the facilitation of AB38 falls to the Wildland Pre-Fire Management team. CAL FIRE is providing prorated funds in the approximate amount of \$180,000 a year on-going beginning in the fiscal year 2021/22 to fund an additional Inspector, as well as initial and ongoing equipment expenses, as shown below:

Item	Initial Cost	Ongoing/ Annual Costs
Fire Prevention Specialist; Salary & Benefits, training/misc. support costs	\$121,868*	\$173,940
Vehicle; 4x4 SUV	\$45,000	\$4,500
Vehicle OCFA outfitting	\$6,132	-
PC/ Printer/Cell Phone	\$2,000	\$1,240
Radio	\$5,000	\$320
Total	\$180,000	\$180,000

*Partial year funding.

Attachment(s)

State of California Memorandum/Funding Commitment Document

State of California

Natural Resources Agency

Memorandum

To: Lori Smith
Assistant Chief / Fire Marshal
Orange County Fire Authority

July 6, 2021

From: Jackie Williams
Deputy Chief, Contract Counties
California Department of Forestry and Fire Protection (CAL FIRE)

Subject: AB 38 Defensible Space Inspections position funding

In 2019, Governor Newsom signed Assembly Bill 38 into law, requiring all homes sold in the High or Very High Fire Hazard Severity Zone (FHSZ) to have a compliant Defensible Space inspection. Starting July 1, 2021, CAL FIRE is mandated to conduct defensible space compliance inspections upon request for the sale of real property in the State Responsibility Area High and Very High FHSZ. CAL FIRE submitted a Budget Change Proposal requesting 21 (full time) Forestry Technicians, one per CAL FIRE Unit, with commensurate funding for the Contract Counties.

Each Contract County will receive approximately \$180,000 a year on-going beginning in the fiscal year 2021/2022 to support the implementation of Assembly Bill 38, real estate disclosure defensible space inspections.

If you have any questions, please contact:

Jackie Williams, Deputy Chief – Contract Counties, 951.840.8363.

cc: Gabriella Avina, Staff Chief – Cooperative Fire Programs



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 23, 2021

Agenda Item No. 2C
Consent Calendar

Carryover of FY 2020/21 Uncompleted Projects

Contact(s) for Further Information

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Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
Stuart Lam, Budget Manager Treasury & Financial Planning	stuartlam@ocfa.org	714.573.6302

Summary

This agenda item is a routine annual request for approval to carryover funding for various projects, grants, and unexpended funds that were not used in FY 2020/21 and require funding into FY 2021/22.

Prior Board/Committee Action

On September 8, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 8-0 vote (Director Sachs absent).

RECOMMENDED ACTION(S)

Authorize the following proposed budget adjustments:

1. Approve a budget adjustment in the FY 2021/22 General Fund (121) increasing revenues by \$16,637,547 and expenditures by \$17,174,678.
2. Approve a budget adjustment in the FY 2021/22 General Fund CIP (12110) increasing expenditures by \$6,025,736.
3. Approve a budget adjustment in the FY 2021/22 Fire Stations and Facilities Fund (123) increasing expenditures by \$6,818,795.
4. Approve a budget adjustment in the FY 2021/22 Communications and Information Systems Fund (124) increasing expenditures by \$3,741,515.
5. Approve a budget adjustment in the FY 2021/22 Fire Apparatus Fund (133) increasing expenditures by \$10,414,456.
6. Approve a budget adjustment in the FY 2021/22 Settlement Agreement Fund (139) increasing expenditures by \$1,500,000.
7. Approve a budget adjustment in the FY 2021/22 Structural Fire Entitlement Fund (171) increasing expenditures by \$1,120,305.

Impact to Cities/County

The proposed adjustments to the FY 2021/22 budget will have no impact to cash contract city charges.

Fiscal Impact

Approval of the requested adjustments will accommodate a change in timing of revenues and appropriations, from FY 2020/21 into FY 2021/22, in the funds listed as per the recommended actions.

Background

The annual carryover request includes projects in the General, Capital Improvement Program and other funds, as summarized in the table below. Due to the complexity, size, timing and resources available to complete projects, as well as changes in priorities, not all projects were completed within the fiscal year. Therefore, staff is recommending to carryover the appropriations for such projects so that they may continue and be completed within fiscal year 2021/22. Carryover requests reflect simply a timing change of planned expenditures.

General Fund	Revenues	Expenditures
Grants	\$7,545,930	\$7,545,930
Donations	\$100,000	\$372,898
Project Specific Funds (QRF & FIRIS)	\$8,991,617	\$8,991,617
Other Services & Supplies	-	\$264,233
Total General Fund	\$16,637,547	\$17,174,678

Capital Improvement Program Funds	Revenues	Expenditures
GF Capital Improvement Program (12110)	-	\$6,025,736
Fire Stations & Facilities (123)	-	\$6,818,795
Comm. & Info Systems (124)	-	\$3,741,515
Vehicle Replacement (133)	-	\$10,414,456
Settlement Agreement (139)	-	\$1,500,000
SFF Entitlement Fund (171)	-	\$1,120,305

Staff recommends the approval of the recommended actions.

Attachment(s)

Carryover FY 2020/21 into FY 2021/22

ORANGE COUNTY FIRE AUTHORITY
Carryover FY 2020/21 to FY 2021/22

Fund#	Description	Carryover Revenue	Carryover Expenditure	Budget by Category	Appropriate Fund Balance
Fund 121 - General Fund					
	Restricted				
121	US&R Grant (2019 & 2020)	732,428	732,428		-
121	FIRIS Program 2.0	572,069	572,069		-
121	AFG Fireground Survival Training Program Grant	788,365	788,365		-
121	State Homeland Security Program Grant	11,565	11,565		-
121	CalFire Tree Pest Mitigation Grant	4,578,835	4,578,835		-
121	CalFire Fire Prevention Camera Grant	30,952	30,952		-
121	CalFire Augmentation / GGRF	1,403,785	1,403,785		-
121	Maruchan Donation	100,000	372,898		272,898
121	Quick Reaction Force Program	8,419,548	8,419,548		-
			Restricted	16,910,445	
	Other Services & Supplies				
121	Fire Chief Training Opportunities		13,585		13,585
121	Pipes & Drums/Honor Guard		13,652		13,652
121	AFG Fireground Survival Training Program (OCFA Portion)		59,326		59,326
121	IMT Logistical Support		57,670		57,670
121	Upgrade Crash Unit Headsets		20,000		20,000
121	Outfitting Equipment Carryover from Fund 133		100,000		100,000
		Other Services & Supplies		264,233	
Total: Fund 121		16,637,547	17,174,678	17,174,678	537,131
Fund 12110 - General Fund CIP					
	Equipment				
12110	Data Storage, Backup, Recovery (P339)		88,655		88,655
12110	RFOTC Uninterruptible Power System Replace (P409)		459,438		459,438
12110	RFOTC and Fire Station Data Network Upgrades (P337)		157,629		157,629
12110	Small Equipment/Personal Communications (P330)		71,559		71,559
12110	Personal Computer (PC), Tablets, Printer Replace (P331)		145,329		145,329
12110	Mobile Data Computer (MDC) system (P303)		145,824		145,824
12110	800 MHz Radios (P332)		167,578		167,578
12110	VHF Radios (P333)		13,043		13,043
12110	Digital Orthophotography (P341)		17,725		17,725
12110	WMD Protective Suits/Respirator Canisters (P428)		309,505		309,505
12110	High Pressure Airbags (P410)		29,854		29,854
			Equipment	1,606,140	
	Fire Station Improvements				
12110	Enterprise Phone/Public Address System Upgrade (P408)		1,399,555		1,399,555
12110	FS Telephone/Alarm/Sound System Upgrade (P334)		50,661		50,661
12110	Station Bathroom Inclusive Facilities (P413)		1,501,431		1,501,431
12110	FS#53 (Yorba Linda) - Dormitory Privacy (P416)		212,821		212,821
12110	FS#41 (Heli Ops) Dorm Privacy, Training, Kitchen (P417)		1,255,128		1,255,128
		Fire Station Improvements		4,419,596	
Total: Fund 12110		-	6,025,736	6,025,736	6,025,736

ORANGE COUNTY FIRE AUTHORITY
Carryover FY 2020/21 to FY 2021/22

Fund#	Description	Carryover Revenue	Carryover Expenditure	Budget by Category	Appropriate Fund Balance
Fund 123 - Fire Stations and Facilities					
Fire Station Improvements					
123	Retrofit Existing Station Fire Life Safety Systems (P258)		748,350		748,350
123	Replacement of Fire Station 10 (Yorba Linda) (P503)		530		530
123	Replacement of Fire Station 24 (Mission Viejo) (P554)		1,000,000		1,000,000
123	Fire Station 49 Apparatus Bay Floor Reconstruction (P253)		997,538		997,538
Fire Station Improvements				2,746,418	
Other Facility Improvements					
123	RFOTC Training Grounds Expansion & Upgrade (P251)		2,725,780		2,725,780
123	Infrastructure Security Enhancements (P247)		1,346,597		1,346,597
Other Facility Improvements				4,072,377	
Total: Fund 123		-	6,818,795	6,818,795	6,818,795
Fund 124 - Communications & Information Systems					
Communications & Equipment					
124	OCFA Enterprise Audio Video Equipment Upgrades (P350)		431,728		431,728
Communications & Equipment				431,728	
Applications and Systems Upgrade					
124	RFOTC Data Center Fire Suppression Sys Upgrade (P348)		873,362		873,362
124	CRR Automation - IFP Replacement (P326)		1,189,551		1,189,551
124	EMS Enterprise System Development (P353)		500,000		500,000
124	Incident Reporting Application Replacement (P325)		140,170		140,170
124	Next Generation CAD2CAD (P347)		17,900		17,900
Applications and Systems Upgrade				2,720,983	
Business Continuity					
124	OCFA Disaster Recovery Co-Location Facility (P349)		588,804		588,804
Business Continuity				588,804	
Total: Fund 124		-	3,741,515	3,741,515	3,741,515
Fund 133 - Vehicle Replacement Fund					
133	Squad		200,000		200,000
133	Superintendent Vehicle		154,500		154,500
133	Truck		9,327,923		9,327,923
133	Paramedic Squad		273,033		273,033
133	Gradall Forklift		100,000		100,000
133	Golf Cart/Utility Cart		13,000		13,000
133	Hook Truck		140,000		140,000
133	Hook Truck Bin		40,000		40,000
133	Step Van		116,000		116,000
133	Trailer - IT/IMT		50,000		50,000
Total: Fund 133		-	10,414,456	10,414,456	10,414,456
Fund 139 - Settlement Agreement Fund					
139	Joint Training Facility Design Allocation		1,000,000		1,000,000
139	Bidirectional Amplifiers		500,000		500,000
Total: Fund 139		-	1,500,000	1,500,000	1,500,000
Fund 171 - Structural Fire Fund Entitlement Fund					
171	Balance of remaining SFF funds		1,120,305		1,120,305
Total: Fund 171		-	1,120,305	1,120,305	1,120,305



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 23, 2021

Agenda Item No. 2D
Consent Calendar

Fourth Quarter Purchasing Report

Contact(s) for Further Information

Robert Cortez, Assistant Chief
Business Services Department

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Sara Kennedy, Purchasing Manager
Purchasing Division

sarakennedy@ocfa.org

714.573.6641

Summary

This routine agenda item is submitted to provide information regarding purchases made within management authority during the fourth quarter of FY 2020/21.

Prior Board/Committee Action

On September 8, 2021, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place on the Board of Directors agenda for approval by 9-0 vote.

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Purchasing Ordinance No. 008 (Ordinance) and the Roles/Responsibilities/Authorities Matrix (Matrix) provides the Chief Procurement Officer (Purchasing Manager) authority to enter into various types of agreements at varying amounts, provided that the contract results from a competitive solicitation. Furthermore, as per Section 1-20 Small Purchases provision of the Ordinance, any contract for the purchase of supplies, equipment, maintenance, and services not exceeding \$50,000 may be made by the Chief Procurement Officer in accordance with the small purchase procedures authorized in the Ordinance. For public works projects, the statutory threshold is established by the CA Public Contract Code at \$60,000.

The Quarterly Purchasing Report provides a list of all purchase orders and blanket orders entered into under the Purchasing Manager authority during the period of April 1, 2021, through June 30, 2021.

Attachment(s)

Fourth Quarter Purchasing Report – April 2021 to June 2021

Purchasing Report 4th Quarter - FY 2020/21

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

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal IFB/RFP No.
4/1/2021	B02207	\$75,000	Business Services Department	NIELSEN MERKSAMER PARRINELLO GROSS & LEONI	STATE LEGISLATIVE & REGULATORY CONSULTING SERVICES	JA2481
4/1/2021	P0014168	\$27,540	Logistics Department	GEOCON WEST, INC.	GEOTECHNICAL ENGINEERING SERVICES FOR THE RFOTC TRAINING GROUNDS IMPROVEMENT PROJECT.	RO2362
4/1/2021	B01944-2	\$29,000	Logistics Department	CONWAY SHIELD	LEATHER HELMET SHIELDS AND SIDEBOARDS	SK2346
4/1/2021	P0014111	\$260	Special Operations Division	AIR COMM SYSTEMS INC	REPAIR OF PA & SIREN CONTROL FOR AIR OPS	
4/1/2021	P0014112	\$2,743	Logistics Department	ALDERMAN ACRES MFG INC	BEDSPREADS FOR FIRESTATIONS	
4/1/2021	P0014117	\$3,017	Logistics Department	FIRE ETC	CITRO SQUEEZE 5 GALLON PAIL FOR SERVICE CENTER STOCK	
4/1/2021	P0014118	\$420	EMS & Training Department	HAULAWAY STORAGE CONTAINERS INC.	CONTAINER TRANSFER SERVICES	
4/1/2021	P0014116	\$7,793	Special Operations Division	LN CURTIS & SONS	RESCUE STRUT SYSTEM COMPONENTS FOR USAR CA-TF5	
4/1/2021	B01871-2	\$12,000	Human Resources Department	CSAC EXCESS INSURANCE AUTHORITY	ONLINE INSURANCE CERTIFICATE MANAGEMENT	
4/1/2021	P0014113	\$13,613	Logistics Department	PROFESSIONAL DIVERSIFIED FLOORING	FLOORING REPLACEMENT FS83	
4/1/2021	P0014114	\$8,289	Operations Department	PROFESSIONAL DIVERSIFIED FLOORING	FLOORING REPLACEMENT FS58	
4/1/2021	P0014115	\$20,892	Operations Department	MAKO OVERHEAD DOOR	APPARATUS BAY DOOR REPLACEMENT FOR OCFA FIRE STATION 8	
4/4/2021	B01962-2	\$10,000	Logistics Department	ELITE AUTOMOTIVE SERVICES	FORD VEHICLES: MAINTENANCE AND REPAIR SERVICES AS-NEEDED	JA2349
4/4/2021	B01576-6	\$10,000	Logistics Department	AMERICAN ENGRAVING COMPANY	ENVELOPES FOR SERVICE CENTER STOCK	
4/4/2021	B02097-1	\$10,000	Logistics Department	WILCOX SUPPLY INC.	MISC. WHEEL AND TIRE SUPPLIES - AS NEEDED	
4/4/2021	B01856-3	\$10,128	Logistics Department	PAGERDUTY, INC.	LIVE CALL ROUTING USER FEE FOR TECH SUPPORT	
4/6/2021	P0014124	\$5,043	Special Operations Division	ALLSTAR FIRE EQUIPMENT	SKA-PAK BOTTLES FOR CA-TF5 LEGACY CACHE RJ - 0103.00 RJ - 0103.01	
4/6/2021	P0014123	\$2,225	Special Operations Division	BUILTRIGHT INDUSTRIES	STORAGE AND DEPLOYMENT BAG FOR NEW FEMA APX RADIOS CACHE LIST # CA-0122.06	
4/6/2021	P0014122	\$8,889	Special Operations Division	LINEGEAR FIRE & RESCUE	WATER-PROOF JACKETS FOR HMRT MEMBERS	
4/6/2021	P0014119	\$2,962	Logistics Department	LN CURTIS & SONS	TAPE FOR WMD SUIT SEAMS	
4/6/2021	P0014121	\$3,101	Logistics Department	PJ PRINTERS	CUSTOM PRINTED DRIVER HANDBOOKS AND BINDERS	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal IFB/RFP No.
4/6/2021	P0014120	\$10,593	Special Operations Division	AIR ONE EQUIPMENT INC	FL360 SEARCH CAMERA FOR USAR FEMA CACHE LIST # TF-0131.00	
4/6/2021	B02206	\$12,000	Logistics Department	LN CURTIS & SONS	BULLARD WILDLAND FIREFIGHTING HELMETS	
4/7/2021	P0014125	\$2,094	Special Operations Division	BATTERIES PLUS BULBS	REPLACEMENT BATTERIES FOR COMM SECTION REPEATER BATTERIES CACHE LIST ITEM: CF-0105.00	
4/7/2021	B02075-1	\$25,170	Logistics Department	WESTRUX INTERNATIONAL	TRUCK RENTAL FOR HAZMAT SECTION.	
4/7/2021	P0014126	\$4,340	Command & Emergency Planning Div	SOUTHERN CALIFORNIA ERGONOMICS	ECC HEADSET EAR MOLDS AND MUTE SWITCH	
4/8/2021	B01992-2	\$11,400	Community Risk Reduction Department	DOI/BLM	FIRE WEATHER STATION (RAWS) COLLECTION AGREEMENT	
4/8/2021	P0014127	\$2,088	Logistics Department	THE TINT PROS	WINDOW TINTING SERVICES FIRE STATION 63	
4/9/2021	B01751-4	\$10,000	Community Risk Reduction Department	CRON & ASSOCIATES TRANSCRIPTION, INC.	TRANSCRIPTION SERVICES FOR RECORDED AUDIO	
4/9/2021	B01699-2	\$3,453	Logistics Department	LUCID8 LLC	DIGISCOPE EMAIL DISCOVERY SOFTWARE ANNUAL RENEWAL	
4/12/2021	P0014130	\$367,516	Logistics Department	EPLUS TECHNOLOGY, INC.	911 NETWORK HARDWARE UPGRADE	Cooperative Agreement
4/12/2021	B01866-3	\$11,191	Logistics Department	AKINS IT, INC.	KNOWBE4 SECURITY AWARENESS SOFTWARE SUBSCRIPTION	RO2292
4/12/2021	P0014128	\$10,324	Logistics Department	STATELINE POWER CORP	EMERGENCY GENERATOR FOR FS44	
4/12/2021	P0014129	\$12,995	Operations Department	CONCEPT PAVING SOLUTIONS	DEMOLITION SERVICES FOR SINK HOLE FS72	
4/14/2021	P0014131	\$1,481	Operations Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	IRRIGATION MAINTENANCE - FS57	
4/14/2021	P0014133	\$975	Operations Department	BRIGHTWAY ONE	WINDOW CLEANING - FS58	
4/14/2021	B01901-3	\$50,000	Logistics Department	CITY OF SANTA ANA	AS-NEEDED FLEET MAINTENANCE AND REPAIR SERVICES FOR OCFA VEHICLES	
4/14/2021	P0014132	\$253	Logistics Department	HOME DEPOT	SUPPLIES FOR LACTATION ROOM PROJECT	
4/14/2021	P0014134	\$3,558	Logistics Department	MUNICIPAL EMERGENCY SERVICES	NEW RIC PAK FOR T-71	
4/14/2021	P0014135	\$3,313	Logistics Department	PLASTICPLACE	DECON BAGS FOR RESTOCK	
4/15/2021	B02209	\$3,645	Business Services Department	SAGE SOFTWARE INC.	SAGE FIXED ASSETS ANNUAL SOFTWARE MAINTENANCE SUPPORT	
4/15/2021	P0014136	\$1,917	Logistics Department	WILLIAMS & MAHER INC	DATA DROPS FOR FS18 HAND CREW TRAILER	
4/15/2021	P0014137	\$440	Logistics Department	WILLIAMS & MAHER INC	CAT3 TELEPHONE CABLE INSTALL FOR FS28	
4/19/2021	P0014140	\$15,965	Operations Department	BORBON, INC.	OCFA FIRE STATION 11 REPAINT	
4/20/2021	B01943-2	\$25,000	Executive Management	FIRE SMART PROMOTIONS	CHILDRENS' PLASTIC FIRE HELMETS	SK2334
4/21/2021	P0014143	\$1,373	Operations Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	IRRIGATION REPAIRS - FS54	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal IFB/RFP No.
4/21/2021	P0014144	\$1,481	Operations Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	IRRIGATION REPAIRS - FS57	
4/21/2021	P0014145	\$4,639	Human Resources Department	CINTAS FIRST AID & SAFETY LOC #168	FIRST AID KIT REPLACEMENT	
4/21/2021	P0014147	\$2,016	Business Services Department	PJ PRINTERS	FIRE AND LIFE SAFETY INSPECTION NOTICE - INVENTORY	
4/21/2021	P0014142	\$2,272	EMS & Training Department	PREMIUM PALLET, INC.	LUMBER FOR FIRE GROUND SURVIVAL TRAINING	
4/21/2021	P0014146	\$1,472	Logistics Department	WILLIAMS & MAHER INC	FS65 - WESTNET ALERTING UPGRADE	
4/22/2021	B01915-2	\$7,000	Special Operations Division	SPARKLETT'S/DANONE WATERS OF NO. AMERICA	BOTTLED DRINKING WATER	Cooperative Agreement
4/22/2021	P0014152	\$15,300	Logistics Department	DELL MARKETING, L.P.	WMWARE LICENSE PURCHASE - STAFFING PROJECT	Cooperative Agreement
4/22/2021	B01742-4	\$44,000	Logistics Department	POWERWERX INC.	COMMUNICATION EQUIPMENT PARTS AND ACCESSORIES	RO2192
4/22/2021	P0014149	\$9,584	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	GRAVEL INSTALLATION AT RFOTC EAST PARKING	
4/22/2021	P0014151	\$1,764	EMS & Training Department	CALUMET PACKAGING	FUEL FOR POWER TOOLS TRAINING GROUND - ACADEMY 52	
4/22/2021	B01840-3	\$15,000	Operations Department	NORM'S REFRIGERATION & ICE EQUIPMENT	ICE MAKER & REFRIGERATION REPAIR AND MAINTENANCE	
4/22/2021	P0014150	\$13,150	Logistics Department	STEINER STUDIO	INTERIOR ARCHITECTURAL SERVICES FS42	
4/22/2021	P0014148	\$7,169	Executive Management	B & H PHOTO	REPLACEMENT OF OLD EQUIPMENT AND TO ENHANCE QUALITY OF WORK	
4/26/2021	P0014153	\$1,018	Operations Department	HC INTEGRATED SYSTEMS, INC	EMERGENCY REPAIRS FS22 CONFIRMING PO	
4/26/2021	P0014154	\$2,327	Special Operations Division	LIFE ASSIST, INC.	M-FAK - FEMA CACHE NUMBER MN-0158.00	
4/27/2021	P0014156	\$1,254	EMS & Training Department	B & M LAWN & GARDEN CENTER	BAR OIL AND TOOLS FOR ACADEMY 52	
4/27/2021	P0014157	\$792	Logistics Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	IRRIGATION REPAIRS @ RFOTC	
4/27/2021	B02211	\$40,000	Logistics Department	UNITED RENTALS (NORTH AMERICA), INC.	GENERATOR RENTAL FOR TEMPORARY CLASSROOMS AT RFOTC TRAINING GROUNDS	
4/27/2021	P0014158	\$1,100	Logistics Department	ORANGE COUNTY DEMOLITION, INC.	PIPE BOLLARDS AT USAR WAREHOUSE	
4/28/2021	P0014161	\$8,659	Logistics Department	HC INTEGRATED SYSTEMS, INC	FIRE ALARM PANEL REPLACEMENT FS36	
4/28/2021	P0014162	\$7,590	Logistics Department	HC INTEGRATED SYSTEMS, INC	FIRE ALARM PANEL REPLACEMENT FS50	
4/29/2021	P0014165	\$71,547	Logistics Department	NTT AMERICA SOLUTIONS, INC	VOIP SYSTEM UPGRADES - FIVE STATIONS	Cooperative Agreement
4/29/2021	B02098-1	\$75,000	Logistics Department	SOUTHERN COUNTIES FUELS	MOTOR OIL AND OTHER LUBRICATIONS	RO2421
4/29/2021	B01916-2	\$10,000	Logistics Department	MARKEN PPE RESTORATION	TURNOUT CLEANING AND REPAIR	
4/29/2021	P0014163	\$1,760	Logistics Department	SO CAL ARBOR CARE, INC	TREE TRIMMING AT OCFA FIRE STATION 48 .	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal IFB/RFP No.
5/1/2021	B01593-6	\$25,000	Logistics Department	WESTNET	ALARM PROGRAMMING SERVICES - AS NEEDED	DC1849
5/1/2021	B01540-6	\$10,000	Special Operations Division	ADAMSON POLICE PRODUCTS	TACTICAL CLOTHING FOR USAR TASK FORCE 5	
5/1/2021	B01946-2	\$8,976	Logistics Department	BRIGHTWAY ONE	JANITORIAL SERVICES FOR THE US&R WAREHOUSE	
5/1/2021	B01602-6	\$50,000	Logistics Department	TRITECH SOFTWARE SYSTEMS	AVL/CAD INTERFACE PROGRAMMING SERVICES	
5/1/2021	B01514-7	\$14,322	Logistics Department	MITSUBISHI ELECTRIC & ELECTRONICS USA, INC.	ELEVATOR AND REPAIR MAINTENANCE - RFOTC	
5/3/2021	B02096-1	\$75,000	Logistics Department	BURTON'S FIRE INC.	HEAVY EQUIPMENT PARTS	RO2432
5/3/2021	B02093-1	\$150,000	Logistics Department	KME FIRE APPARATUS	HEAVY EQUIPMENT PARTS	RO2432
5/3/2021	B02094-1	\$100,000	Logistics Department	RINCON TRUCK CENTER	HEAVY EQUIPMENT MAINTENANCE, REPAIRS, AND PARTS	RO2432
5/3/2021	B02095-1	\$100,000	Logistics Department	SOUTHERN CALIFORNIA FLEET SERVICES INC.	HEAVY EQUIPMENT MAINTENANCE & REPAIRS	RO2432
5/3/2021	B01848-3	\$18,000	Logistics Department	COLLINS FLAGS	FLAGS	SK2268
5/4/2021	P0014166	\$3,420	Logistics Department	SUTPHEN CORPORATION	HYDRAULIC PUMP FOR AERIAL ON UNIT # 5238	
5/5/2021	P0014167	\$19,500	Business Services Department	QUALTRICS LLC	AUTOMATED EXTERNAL FEEDBACK SURVEY	
5/5/2021	B02212	\$0	Business Services Department	QUALTRICS LLC	SOFTWARE MAINTENANCE FOR AUTOMATED EXTERNAL FEEDBACK SURVEY	
5/5/2021	P0014169	\$5,819	Special Operations Division	UNIVERSAL TRAILERS INC	TRAILER REPAIR FOR USAR FEMA CA-TF5	
5/6/2021	P0014172	\$2,200	Special Operations Division	SUPERFIT CANINE	CANINE FIRST AID TRAINING FOR USAR FEMA CA-TF5	
5/6/2021	P0014170	\$34,982	EMS & Training Department	HOME DEPOT	LUMBER SUPPLIES FOR TRAINING ACADEMY 52	Cooperative Agreement
5/6/2021	P0014173	\$7,490	Logistics Department	PRECISION TRUCK AND TRAILER REPAIR	PREP, PAINT, AND REPLACE PARTS ON A TRAILER	
5/7/2021	B01519-7	\$10,000	Logistics Department	VOX NETWORK SOLUTIONS INC.	AVAYA/NORTEL PHONE PARTS, REPAIR AND MAINTENANCE	
5/10/2021	B02214	\$5,000	Logistics Department	ROKFORM	PHONE ACCESSORIES	
5/10/2021	P0014174	\$444,253	Logistics Department	BK TECHNOLOGIES, INC.	PORTABLE VHF RADIO HARDWARE FOR REPLACEMENT	Cooperative Agreement
5/11/2021	P0014175	\$1,981	Human Resources Department	ASSI SECURITY, INC	PROGRAMMABLE CARDS FOR ID BADGES	
5/11/2021	P0014176	\$9,666	Logistics Department	WILLIAMS & MAHER INC	CAT6 CABLE INSTALL FOR FS22 CONFERENCE ROOM	
5/12/2021	B01850-3	\$150	Logistics Department	AMERICAN REGISTRY FOR INTERNET NUMBERS (ARIN)	MAINTENANCE FOR AUTONOMOUS SYSTEM NUMBER ORG ID: OCFA-1	
5/12/2021	B01880-3	\$13,254	Logistics Department	COUNTY OF ORANGE/TREASURER-TAX COLLECTOR	OC SHERIFFS DEPARTMENT CLETS SERVICES - OCATS CONNECTIVITY & SERVICE	
5/12/2021	P0014177	\$4,844	Operations Department	HARBOR POINTE A/C & CONTROLS	CONDENSING UNIT REPLACEMENT FS78	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal IFB/RFP No.
5/13/2021	B01868-3	\$100,000	Logistics Department	BROOKHURST DEVELOPMENT CORPORATION	REAL ESTATE ADVISORY SERVICES	RO2253
5/13/2021	B02215	\$0	Executive Management	ARCHIVESOCIAL	ARCHIVING SUBSCRIPTION FOR SOCIAL MEDIA ACCOUNTS	
5/13/2021	P0014178	\$1,864	Operations Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	TURF AND IRRIGATION REPAIRS FS22	
5/13/2021	P012713	\$20,367	Logistics Department	KME FIRE APPARATUS	CHANGE ORDERS # 1, 3, & 12 TO KME 103FT TUFF TRUCK AERIAL APPARATUS, T59 REPLACEMENT	
5/13/2021	B02216	\$995	Logistics Department	OCCAM VIDEO SOLUTIONS	INVESTIGATIONS LICENSE MAINTENANCE CONTRACT	
5/17/2021	P0014179	\$18,895	Logistics Department	CDW GOVERNMENT	VEEAM ANNUAL SUPPORT RENEWAL THROUGH JUNE 2022	Cooperative Agreement
5/17/2021	P0014181	\$19,522	Logistics Department	EPLUS TECHNOLOGY, INC.	FIRE STATION CISCO NETWORK HARDWARE UPGRADE	Cooperative Agreement
5/17/2021	B02101-1	\$28,928	Logistics Department	MOBILE WIRELESS LLC.	NETMOTION NETWORK PERFORMANCE MONITORING SOFTWARE	
5/17/2021	P0014180	\$5,362	Operations Department	INDUSTRIAL SAFETY INC	CRASH KIT FOR CRASH 1-4	
5/17/2021	B01577-6	\$5,000	Logistics Department	IRON MOUNTAIN INC	OFF-SITE DATA STORAGE SERVICES	
5/18/2021	P0014182	\$1,408	Logistics Department	WILLIAMS & MAHER INC	FS32 ALERTING LIGHTS CHANGE OVER	
5/18/2021	P0014183	\$1,346	Logistics Department	WILLIAMS & MAHER INC	FS53 ALERTING LIGHTS CHANGE OVER	
5/18/2021	P0014184	\$3,349	Operations Department	HARBOR POINTE A/C & CONTROLS	HVAC REPAIR AT FS29	
5/19/2021	B02100-1	\$80,000	Logistics Department	DELL MARKETING, L.P.	DELL 24X7 COMPELLENT ANNUAL PROSUPPORT WITH 4-HOUR PRIORITY ON-SITE SERVICE	Cooperative Agreement
5/20/2021	P0014186	\$3,099	Command & Emergency Planning Div	BETTER WAY INC.	TCARDS FOR DOC/ECC/COMMAND TRAILER UNIT RESOURCE TRACKING	
5/20/2021	B01764-3	\$6,360	Special Operations Division	GLOBALCOM SATELLITE COMMUNICATIONS	CA-TF5 SATELLITE PHONE AIRTIME SERVICE	
5/20/2021	B02082-1	\$5,032	Logistics Department	TEAM VIEWER GERMANY GMBH	COVID-19 - REMOTE SUPPORT SOFTWARE	
5/20/2021	P0014185	\$13,436	Logistics Department	LAKEMAN CHASSIS	ALUMINUM PLACARDS FOR ENGINES, TRUCKS, AND RELIEF FLEET	
5/21/2021	B01917-2	\$1,000	Operations Department	NALCO WATER PRETREATMENT SOLUTIONS	WATER TREATMENT SERVICES	
5/21/2021	P0014187	\$13,043	Special Operations Division	FEDERAL RESOURCES SUPPLY COMPANY	RADIATION DETECTION MONITOR	
5/22/2021	B01520-7	\$50,000	EMS & Training Department	TARGETSOLUTIONS LEARNING, LLC	ONLINE TRAINING AND RECORDS MANAGEMENT SYSTEM	
5/24/2021	P0014189	\$1,941,261	Logistics Department	ROSENBAUER MINNESOTA, LLC	PURCHASE OF TWO (2) HAZARDOUS MATERIALS VEHICLES	JA2463
5/24/2021	P0014190	\$8,881	Operations Department	BRIGHTVIEW LANDSCAPE SERVICES, INC.	LANDSCAPE MAINTENANCE FS40	
5/24/2021	P0014188	\$1,550	Human Resources Department	CALIFORNIA COMPLIANCE ENVIRONMENTAL	FS59 - ANNUAL REQUIRED MAINTENANCE OF STORM WATER SYSTEM	
5/24/2021	P0014191	\$6,370	Logistics Department	JKP, INC.	FLOORING REPLACEMENT FOR FIRE STATION 59	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal IFB/RFP No.
5/24/2021	B01661-5	\$2,658	Logistics Department	ORACLE AMERICA, INC.	ORACLE IFP SOFTWARE UPDATES AND LICENSING	
5/25/2021	B01678-5	\$3,500	Executive Management	ASSOCIATED PRODUCTION MUSIC	MUSIC USE SUBSCRIPTION CONTRACT	
5/25/2021	P0014193	\$2,085	Human Resources Department	CALIFORNIA COMPLIANCE ENVIRONMENTAL	ANNUAL REQUIRED MAINTENANCE OF STORMWATER SYSTEM	
5/25/2021	P0014192	\$5,683	Logistics Department	HOME DEPOT	GENERATORS FOR IMT LOGISTICS TRAILER	
5/26/2021	P0014196	\$441	EMS & Training Department	LIFE ASSIST, INC.	EMS SUPPLIES	
5/26/2021	P0014194	\$2,655	Human Resources Department	WAYNE PERRY INC.	SB989 REPAIRS AS NEEDED FS74	
5/26/2021	P0014195	\$29,893	Logistics Department	DISCOUNT-EQUIPMENT.COM INC	LIGHT TOWERS FOR IMT LOGISTICS TRAILER	
5/27/2021	P0014199	\$3,664	Business Services Department	AMERICAN ENGRAVING COMPANY	BEST AND BRAVEST 2021 PROGRAM AS SPECIFIED	
5/27/2021	P0014197	\$873	Logistics Department	CABLE TIES AND MORE	LOGISTIC SUPPORT ITEMS FOR IMT LOGISTICS TRAILER	
5/27/2021	P0014200	\$2,073	Logistics Department	DESIGN A WINDOW & INTERIORS	BLACKOUT SHADES FOR FIRE STATION 60	
5/27/2021	P0014198	\$4,307	Command & Emergency Planning Div	SOUTHERN CALIFORNIA ERGONOMICS	WIRELESS HEADSET HARDWARE - ECC	
6/1/2021	B02088-1	\$120,000	Logistics Department	QUINN COMPANY	MAINTENANCE AND REPAIR OF CATERPILLAR EQUIPMENT	Cooperative Agreement
6/1/2021	B01763-4	\$50,000	Operations Department	ROYAL MATTRESS	MATTRESSES, BOX SPRINGS, AND BED FRAMES	SC2207
6/1/2021	B01735-5	\$54,588	Logistics Department	COMMERCIAL SERVICE SOLUTIONS	CARPET CLEANING SERVICES	RO2185
6/1/2021	B01968-2	\$50,000	Logistics Department	DRIP DROP HYDRATION	ORAL REHYDRATION SOLUTION FOR FIREFIGHTERS	
6/1/2021	P0014203	\$8,600	EMS & Training Department	INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS	TRAINING AND CERTIFICATION OF IAFF FIRE GROUND SURVIVAL ASSISTANT INSTRUCTORS	
6/1/2021	B01875-3	\$6,458	Special Operations Division	MYDBSOLUTIONS, LLC	CATF5 PERSONNEL & CACHE DATABASE - ANNUAL FEES	
6/1/2021	P0014202	\$1,508	Logistics Department	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	LOGISTIC SUPPORT ITEMS FOR IMT LOGISTICS TRAILER	
6/2/2021	P0014206	\$2,447	Command & Emergency Planning Div	VISIPLEX, INC.	MESSAGE BOARD/TIMER/DISPLAY FOR ECC	
6/2/2021	P0014209	\$2,591	Logistics Department	A & H PARTY RENTALS	RENTAL EVENT EQUIPMENT FOR LOS ALAMITOS MEDIA EVENT	
6/2/2021	P0014204	\$8,965	EMS & Training Department	LIFE ASSIST, INC.	EMS SUPPLIES	
6/2/2021	P0014208	\$625	Logistics Department	WHITE HOUSE SANITATION	PORTABLE RESTROOMS NEEDED FOR LOS ALAMITOS MEDIA EVENT	
6/2/2021	P0014205	\$1,051	Command & Emergency Planning Div	BBI-BEAU BUREAUX INTERIORS	DISPATCH CONSOLE CHAIRS FOR ECC	
6/3/2021	P0014212	\$2,324	EMS & Training Department	PEDIATRIC EMERGENCY STANDARDS INC	RN EDUCATION SUPPLIES	
6/3/2021	P0014210	\$6,580	Business Services Department	PJ PRINTERS	ORC 2021 RADIO GUIDE BOOKS	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal IFB/RFP No.
6/4/2021	P0014215	\$348	Logistics Department	SOURCE GRAPHICS, INC.	MAP REQUEST; UPCOMING FIRE SEASON	
6/4/2021	P0014214	\$1,418	Executive Management	TUSTIN AWARDS INC.	CUSTOM LENGTH OF SERVICE COINS FOR EMPLOYEES	
6/4/2021	P0014216	\$1,228	Operations Department	SOURCE CREATIVE OFFICE INTERIORS	REPLACEMENT CHAIRS FOR FIRE STATION 17	
6/7/2021	B02218	\$83,085	Special Operations Division	CITY OF FULLERTON	FIRE STATION #41 LEASE AT FULLERTON AIRPORT	
6/7/2021	P0014219	\$2,046	Special Operations Division	LN CURTIS & SONS	ROPE AND HARDWARE EQUIPMENT FOR OCFA USAR TRT PROGRAM	
6/7/2021	P0014217	\$5,426	Executive Management	ALLIANT EVENT SERVICES, INC	JUMBOTRON FOR ACADEMY 51 GRADUATION	
6/7/2021	P0014218	\$3,554	Logistics Department	SADDLEBACK APPLIANCES	SPEED QUEEN APPLIANCES FOR PM STOCK	
6/8/2021	P0014224	\$351	Logistics Department	ASSI SECURITY, INC	CARD READER REPAIR FOR RFOTC BUILDING A, PEDESTRIAN GATE.	
6/8/2021	P0014222	\$249	EMS & Training Department	MASIMO AMERICAS INCORPORATED	RAD 57 REPAIR	
6/8/2021	P0014225	\$2,542	Logistics Department	PHOENIX INTERNATIONAL SYSTEMS	PROWLER C4XM REAR FACING MEDIC SEAT KIT	
6/8/2021	P0014220	\$3,582	Logistics Department	VALLEY POWER SYSTEMS, INC.	RED DOT AC COMPRESSORS FOR STOCK	
6/8/2021	P0014221	\$3,843	Special Operations Division	LN CURTIS & SONS	ROPE AND HARDWARE EQUIPMENT FOR OCFA USAR TRT PROGRAM - RESCUE CACHE	
6/8/2021	P0014223	\$320	Logistics Department	DESIGN A WINDOW & INTERIORS	BLACKOUT SHADES FOR FS74	
6/8/2021	P0014226	\$763	Logistics Department	SOURCE CREATIVE OFFICE INTERIORS	ERGONOMIC DESK FOR EMS	
6/8/2021	P0014227	\$166,388	Logistics Department	EPLUS TECHNOLOGY, INC.	FIRE STATION CISCO NETWORK SWITCH UPGRADE	Cooperative Agreement
6/9/2021	P0014228	\$83,604	Logistics Department	ALLSTAR FIRE EQUIPMENT	SCOTT SAFETY EQUIPMENT FOR HAZMAT	JA2496
6/9/2021	B01870-3	\$11,306	Logistics Department	ZONES INC.	SAP CRYSTAL REPORT SOFTWARE AND SUPPORT	RO2293
6/9/2021	B01981-2	\$50,000	Community Risk Reduction Department	DENNIS GRUBB & ASSOCIATES, LLC	OFF-SITE PLAN REVIEW SERVICES	RO2367
6/9/2021	B02085-1	\$30,000	Human Resources Department	AERO ENVIRONMENTAL SERVICES	INDUSTRIAL HYGIENIST SERVICES	
6/9/2021	B01659-5	\$10,000	Logistics Department	LN CURTIS & SONS	FIRE GOGGLES AND STRAPS	
6/10/2021	B01876-3	\$100,000	Logistics Department	CDW GOVERNMENT	COMPUTER PARTS, ACCESSORIES, AND SOFTWARE	Cooperative Agreement
6/10/2021	P0014230	\$116,418	Logistics Department	LN CURTIS & SONS	WMD SUITES FOR ALL FRONT LINE FIRE APPARATUS	LK2495
6/10/2021	B01762-4	\$10,000	Logistics Department	GEAR ONE ENTERPRISE CORPORATION	END OF LIFE SUPPORT FOR SERVER & NETWORK HARWARE	RO2213
6/10/2021	B01643-5	\$1,008	Logistics Department	GT SOFTWARE, INC.	NETCOBOL SOFTWARE MAINTENANCE AND SUPPORT	
6/10/2021	B01674-5	\$3,000	Logistics Department	MERCURY DISPOSAL SYSTEMS, INC.	BATTERY AND BULB RECYCLING	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal IFB/RFP No.
6/10/2021	P0014229	\$11,000	Logistics Department	BRANDOW & JOHNSTON	CIVIL ENGINEERING SERVICES FS65	
6/14/2021	P0014235	\$4,635	Special Operations Division	AVI SURVIVAL LLC	CREW CHIEF HELMET AND COMMS	
6/14/2021	P0014231	\$1,498	Logistics Department	CDW GOVERNMENT	FLAT SCREEN	
6/14/2021	P0014236	\$3,610	Logistics Department	FIRST IN PRODUCTS, INC.	SERVICE CENTER STOCK	
6/14/2021	B01925-2	\$7,500	Special Operations Division	HONEYWELL INTERNATIONAL, INC	FLIGHT FOLLOWING & SATELLITE PHONE SERVICE	
6/14/2021	P0014232	\$334	Logistics Department	WILLIAMS & MAHER INC	CAT6 CABLE INSTALL FOR FLAT SCREEN INSTALL	
6/14/2021	P0014233	\$608	Logistics Department	WILLIAMS & MAHER INC	CAT6 CABLE INSTALL FOR BC DORM PC	
6/14/2021	P0014234	\$814	Logistics Department	WILLIAMS & MAHER INC	PHONE CABLE RUN FOR FIRE STATION 65	
6/15/2021	P0014238	\$12,867	Logistics Department	EPLUS TECHNOLOGY, INC.	RFOTC WIRELESS NETWORK UPGRADE	Cooperative Agreement
6/15/2021	P0014237	\$4,996	Operations Department	HARBOR POINTE A/C & CONTROLS	HVAC COIL REPLACEMENT FS36	
6/16/2021	B01982-2	\$40,000	Community Risk Reduction Department	HAYER CONSULTANTS INC.	OFF-SITE PLAN REVIEW SERVICES	RO2367
6/16/2021	B01973-2	\$10,000	Logistics Department	BERNELL HYDRAULICS INC	HYDRAULIC CYLINDER REPAIR/REBUILD SERVICES	
6/16/2021	P0014240	\$1,482	Logistics Department	SOURCE CREATIVE OFFICE INTERIORS	TASK STOOLS FOR BOARDROOM	
6/16/2021	P0014241	\$12,613	Logistics Department	MITSUBISHI ELECTRIC & ELECTRONICS USA, INC.	ELEVATOR REPAIR AT BUILDING C - RFOTC	
6/16/2021	P0014239	\$558	Logistics Department	WILLIAMS & MAHER INC	SPEAKER CABLE RUN FOR FIRE STATION 46	
6/17/2021	B01983-2	\$40,000	Community Risk Reduction Department	BUREAU VERITAS NORTH AMERICA INC	OFF-SITE PLAN REVIEW SERVICES	RO2367
6/17/2021	P0014242	\$8,865	Logistics Department	HC INTEGRATED SYSTEMS, INC	FIRE LIFE SAFETY SYSTEM REPAIRS AT FIRESTATIONS: 04,05,31,38,49,50,53,54,57, AND 58	
6/17/2021	B02009-2	\$5,082	Logistics Department	KAMBRIAN CORPORATION	ACTIVE ADMINISTRATION MAINTENANCE RENEWAL	
6/17/2021	B01997-2	\$10,564	Logistics Department	VCLOUD TECH INC.	VMWARE AIRWATCH MDM SOFTWARE AND SUPPORT	
6/18/2021	B01777-4	\$40,000	Logistics Department	CITY OF WESTMINSTER - FINANCE DEPT	UNLEADED AND DIESEL FUEL FOR OCFA VEHICLES AT THE WESTMINSTER CITY YARD	
6/18/2021	P0014244	\$1,883	Special Operations Division	GRAINGER	SUPPORT EQUIPMENT FOR REMS TEAM	
6/18/2021	P0014245	\$2,220	Logistics Department	JKP, INC.	CARPET LOGO INSTALLATION @ RFOTC AE, LOBBY	
6/18/2021	B01673-5	\$807	Logistics Department	ORACLE AMERICA, INC.	ORACLE DATABASE STANDARD EDITION LICENSING . OCFA SUPPORT SERVICE NUMBER: 4766971	
6/21/2021	P0014246	\$6,768	Operations Department	ALLSTAR FIRE EQUIPMENT	HELMETS FOR CADET PROGRAM	
6/21/2021	P0014247	\$6,420	Logistics Department	CDW GOVERNMENT	STAFFING CLUSTER VEEAM LICENSING	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal IFB/RFP No.
6/22/2021	B01873-3	\$18,678	Logistics Department	CDW GOVERNMENT	MIMECAST E-MAIL SECURITY SOFTWARE AND SUPPORT	Cooperative Agreement
6/22/2021	B01752-4	\$30,000	EMS & Training Department	PREMIER FITNESS SERVICE LLC.	FITNESS EQUIPMENT MAINTENANCE & REPAIR	RO2198
6/22/2021	P0014248	\$5,812	Special Operations Division	LN CURTIS & SONS	BDU PANTS FOR HANDCREW	
6/23/2021	P0014252	\$1,584	Operations Department	BOYCE INDUSTRIES	PRESSURE WASHER TO CLEAN APPARATUS AT FS21	
6/23/2021	P0014251	\$838	Logistics Department	SOURCE GRAPHICS, INC.	PRINT HEAD MAINTENANCE	
6/23/2021	P0014250	\$512	Logistics Department	HOME DEPOT	SUPPLIES FOR LACTATION ROOM PROJECT	
6/24/2021	B02109-1	\$13,000	EMS & Training Department	PEDIATRIC EMERGENCY STANDARDS INC	HANDTEVY PEDIATRIC MEDICATION MANAGEMENT SOFTWARE	
6/24/2021	B02120-1	\$11,340	Human Resources Department	SPEAKWRITE LLC	TRANSCRIPTION SERVICES FOR EMPLOYEE RELATIONS (ER)	
6/24/2021	B02110-1	\$7,750	Human Resources Department	YORKE ENGINEERING, LLC	SPILL PREVENTION, CONTROL, & COUNTERMEASURE (SPCC) PLAN SUPPORT SERVICES	
6/28/2021	Q0013472	\$1,994	Logistics Department	COMPUTER AID, INC.	STAFF AUGMENTATION - GIS DBA SERVICES	Cooperative Agreement
6/28/2021	Q0013069	\$8,830,210	Logistics Department	KME FIRE APPARATUS	PURCHASE OF THIRTEEN (13) TYPE I ENGINES	JA2373
6/28/2021	Q0013113	\$456,651	Logistics Department	EMERGENCY VEHICLE GROUP, INC	PURCHASE OF ONE (1) HAZARDOUS MATERIALS S	JA2384
6/28/2021	Q0013342	\$28,500	Special Operations Division	WILDLAND RESOURCE MANAGEMENT	UPDATE OF COMMUNITY WILDFIRE PROTECTION PLAN	
6/28/2021	Q011985	\$3,600	Logistics Department	VO ENGINEERING	GEOTECHNICAL STUDY SERVICES FOR OCFA FIRE STATION 49 STRUCTURAL DISTRESS PROJECT	RO2327
6/28/2021	B02008-2	\$0	Logistics Department	BORDERS ARCHITECTS	ENGINEERING AND CONSTRUCTION SUPPORT SERVICES	RO2362
6/28/2021	Q0012964	\$959	Logistics Department	GEOCON WEST, INC.	GEOTECHNICAL INVESTIGATION SERVICES FOR THE RFOTC TRAINING GROUNDS IMPROVEMENT PROJECT.	RO2362
6/28/2021	Q0013475	\$5,103	Logistics Department	RSSE STRUCTURAL ENGINEERS INC.	STRUCTURAL ENGINEERING SERVICES FOR OCFA STATION 49 APPARATUS BAY FOUNDATION REPAIR	RO2362
6/28/2021	Q0013501	\$11,400	Logistics Department	BOA ARCHITECTURE -Black O&A™Dowd and Associates	ARCHITECTURAL DESIGN SERVICES FOR TRAILER SITE FIRE STATION 10	RO2362
6/28/2021	Q0012594	\$537,205	Logistics Department	ROSENBAUER SOUTH DAKOTA, LLC	2020 ROSENBAUER CUSTOM FOAM TENDER	Cooperative Agreement
6/28/2021	Q0013468	\$220	Special Operations Division	AKM CONSULTING ENGINEERS	SITE PLAN DESIGN FOR FS18 STEEL STRUCTURE	
6/28/2021	P0014254	\$803	Business Services Department	AMERICAN ENGRAVING COMPANY	LEGISLATIVE PLATFORM 2021-2022 BOOKLET FOR BOARD MEMBERS AND ELECTED OFFICES	
6/28/2021	Q0013507	\$186	Special Operations Division	ATLANTIC DIVING SUPPLY, INC.	3M HALF MASK FOR TRT USAR PROGRAM	
6/28/2021	P0014257	\$1,351	Logistics Department	DEL CITY WIRE	INVERTER/CHARGERS FOR COMM. VANS	
6/28/2021	P0014259	\$3,879	Logistics Department	DELL MARKETING, L.P.	COMPUTER FOR ECC POSITION ASSIGNED TO DO GIS WORK	
6/28/2021	Q0012479	\$550	Logistics Department	DHN CONSULTING INC.	CONSTRUCTION PROJECT MANAGEMENT SERVICES FOR RFOTC FIBER OPTIC NETWORK PROJECT	

Date	PO/BO Number	Amount	Department	Vendor Name	Description	Formal IFB/RFP No.
6/28/2021	Q011677	\$1,870	Operations Department	IDS GROUP, INC.	A&E SERVICES FOR ADA REMODEL OF FS13	
6/28/2021	P0014258	\$1,638	EMS & Training Department	LIFE ASSIST, INC.	BVM FILTERS FOR COVID-19 FOR AEROSOL GENERATING PROCEDURE	
6/28/2021	Q0012898	\$20,000	Special Operations Division	IRVINE MARRIOTT	HOTEL EVENT AGREEMENT FOR THE ORANGE COUNTY NATIONAL FEMA TASK FORCE MEETING	DC2399
6/28/2021	Q011769	\$11,000	Special Operations Division	CONKLIN & DE DECKER ASSOCIATES	CONSULTING SERVICES - HELICOPTER FLEET ASSESSMENT	
6/28/2021	P0014256	\$16,517	EMS & Training Department	CONTAINER ALLIANCE COMPANY	WEFIT OUTDOOR CONTAINERS FOR GYM/ STORAGE	
6/29/2021	P0014260	\$1,354	Logistics Department	FULLER TRUCK ACCESSORIES	MESH BULKHEAD ASSEMBLIES TO INSTALL IN-HOUSE UNITS: 4341, 4342, 4343, 4344, & 4345	
6/29/2021	P0014261	\$16,735	Executive Management	AMERICAN ENGRAVING COMPANY	RESTOCKING OF ITEMS FOR COMMUNITY EVENTS	
6/29/2021	P0014262	\$20,421	Special Operations Division	LN CURTIS & SONS	ROPE RESCUE EQUIPMENT FOR REMS TEAM	
6/30/2021	B01672-5	\$27,000	Logistics Department	KIMBALL MIDWEST	HARDWARE, FASTENER MANAGEMENT, AND SUPPLY SERVICES	RO2077
6/30/2021	B01996-2	\$0	Logistics Department	THE CONVERSE PROFESSIONAL GROUP	GEOTECHNICAL PROFESSIONAL SERVICES	RO2362
6/30/2021	B01989-2	\$0	Logistics Department	RSSE STRUCTURAL ENGINEERS INC.	A/E & CONSTRUCTION RELATED PROFESSIONAL SERVICES	RO2362
6/30/2021	B02107-1	\$2,500	Special Operations Division	CAMP SYSTEMS INTERNATIONAL INC.	ANNUAL SUBSCRIPTION FOR ENGINE HEALTH MONITORING FOR THE OCFA 412 HELICOPTER N241FA	



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 23, 2021

Agenda Item No. 2E
Consent Calendar

Amendment to Purchasing Ordinance – Second Reading

Contact(s) for Further Information

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Business Services Department

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Summary

This item is submitted for the second reading to adopt the amended Purchasing Ordinance. Upon adoption, the Ordinance will take effect in 30 days.

Directors Tettemer and Bartlett dissented on the first reading of the ordinance; said votes will be carried over for second reading and on the Minutes, unless this item is pulled from the Consent Calendar and register a “yes” vote on this item.

Prior Board/Committee Action(s) – Committee Recommendation: *APPROVE*
Board of Directors First Reading: *APPROVE*

Following the first reading of the proposed Purchasing Ordinance on April 28, 2016, the Board of Directors unanimously approved the Purchasing Ordinance on May 26, 2016.

At the May 27, 2021 meeting of the Board of Directors, the Board directed staff to delete the special procurement authorization and take review of the procurement process to the Budget and Finance Committee.

At the June 24, 2021 meeting of the Board of Directors, Director Ward requested that staff return at the next Board of Directors meeting with the staff report in which the special procurement policy was implemented in order to have a full Board discussion.

At the July 14, 2021 meeting of the Budget and Finance Committee, the Committee by a 7-0 vote (Directors Sachs and Bourne absent) recommended placing this item on the agenda for the Board of Directors meeting of July 22, 2021, modifying the Purchasing Ordinance and Roles, Responsibilities, and Authorities Matrix (“Matrix”) to conform to the direction from the Board of Directors during its May 27, 2021 meeting to delete the special procurement authorization and review the procurement process. The Committee further recommended that the Matrix be revised to require a report to the full Board whenever authority delegated in the Matrix to the Chair or Vice-Chair is exercised. This change would be applicable to the Emergency Purchases section of the Matrix.

At the July 22, 2021 meeting of the Board of Directors, the First Reading of the proposed ordinance was approved by a 18-2 vote (Director Tettemer and Bartlett dissented and Directors Chun, Muller, O’Neil, Sachs and Sedgwick absent).

RECOMMENDED ACTION(S)

1. Waive the full reading of the proposed Ordinance.

2. Adopt and read by title only proposed Ordinance No. 009 entitled AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING THE FIRE AUTHORITY'S PROCUREMENT CODE TO REVISE THE PURCHASING RULES AND PROCEDURES.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Adoption of an Ordinance is a two-step process consisting of the introduction of the Ordinance, followed the adoption of the Ordinance. At the May 2021 meeting, the Board directed staff to delete the Special Procurement provision from the Purchasing Ordinance. As part of the Board of Director's discussion on this item, and per Director Bartlett comments, four circumstances referenced under the Special Procurement provision presentation would fall under the Sole Source provision as long as justification for each sole source procurement was provided. This was referred to as "Sole Source with Justification" during the Board meeting. Therefore, changes to the Procurement Ordinance Sections 1-21 and Section 1-23 are as follows (new language underlined):

Section 1-21. Sole Source procurement.

Sec. 1-21(1). General Sole Source – Only One Source Exists. Notwithstanding any other provisions of this code, a contract may be awarded without competition when the Chief Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required material, service, or construction item. This section is not applicable to the procurement of construction services (Section 1-50). The using department requesting a sole source procurement shall provide written evidence to support a sole source determination. The Chief Procurement Officer may require that negotiations are conducted as to price, delivery, and terms. The Chief Procurement Officer may require the submission of cost or pricing data in connection with an award under this section. Sole source procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or Board of Directors. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A record of sole source procurements shall be maintained as a public record.

Sec. 1-21(2) With Justification. In addition to the authority for sole source procurement in section 1-21 above, the Executive Committee or the Board of Directors may authorize sole source procurements above the small purchase amount specified in Section 1-20 for supplies, equipment or services (including maintenance), when the Executive Committee or the Board of Directors determines that, due to one or more of the unusual or special circumstances outlined below, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services):

- (a) Continuity of Service. It would not be feasible or advisable to change the current provider (i.e. operational inefficiency);
- (b) Time is of the Essence. Timing to obtain needed supplies, equipment or services would not allow for a solicitation process (non-emergency procurements);
- (c) Significant Cost Savings Factor. It would be financially prudent to not issue a solicitation and/or change the current provider (i.e. cost prohibitive); or
- (d) Organizational Need. A specific provider will provide a significant benefit and satisfy an organizational need (i.e. added value to the organization) that cannot be secured from other providers.

This section is not applicable to the procurement of construction services (Section 1-50). The using department requesting the sole source with justification procurement shall provide written evidence to support the procurement determination. Any sole source with justification procurement under this section shall be limited to those materials, equipment or services necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion. A written determination by the Chief Procurement Officer with review and approval from the Assistant Chief, Business Services of the basis for the sole source with justification procurement and for the selection of the particular provider shall be provided to the Executive Committee or Board of Directors prior to authorization of the procurement and shall be maintained as a public record. The determination and the award shall be made by the Executive Committee or the Board of Directors in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and is in the public interest.

Section 1-23. Reserved. *Special Procurement.* ~~Notwithstanding any other provisions of this code, the Executive Committee or the Board of Directors may authorize procurements above the small purchase amount specified in Section 1-20 for supplies, equipment or services (including maintenance) when, due to unusual or special circumstances, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services). This is not applicable to the procurement of construction services (Section 1-50). The using department requesting a special procurement shall provide written evidence to support a special procurement determination. Any special procurement under this section shall be limited to those materials, equipment or services, necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion. A written determination by the Chief Procurement Officer with review and approval from the Assistant Chief, Business Services of the basis for the special procurement and for the selection of the particular contractor shall be maintained as public record. The determination and the award shall be made in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and a wise exercise of discretion and is in the public interest.~~

Staff recommends adoption of a new OCFA Procurement Code, proposed Ordinance No. 009, which deletes the Special Procurement provision and adds a Sole Source with Justification provision. Upon adoption, the Ordinance will take effect in 30 days.

Attachment(s)

Proposed Ordinance No. 009 (redline version)

ORDINANCE NO. 009

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
ORANGE COUNTY FIRE AUTHORITY AMENDING THE
FIRE AUTHORITY'S PROCUREMENT CODE TO REVISE THE
PURCHASING RULES AND PROCEDURES.

RECITALS

A. WHEREAS, on May 26, 2016, the Orange County Fire Authority Board of Directors adopted Ordinance No. 008 to adopt the Orange County Fire Authority Procurement Code to establish purchasing rules and procedures based on the American Bar Association Model Procurement Code; and

B. WHEREAS, the Board wishes to delete certain provisions in the Procurement Code relating to special procurement and to amend and add provisions related to sole source procurements.

THEREFORE, the Board of Directors of the Orange County Fire Authority does hereby ordain as follows:

Section 1. Amendments to Procurement Code.

As of the effective date of this Ordinance, the amendments to the Orange County Fire Authority Procurement Code shown in the attached Exhibit A are hereby enacted. Text highlighted in red strikeout text (~~example~~) is deleted, and text highlighted in red underline text (example) is added.

Section 2. Effective Date; Publication.

This Ordinance and the amendments to the Procurement Code shall take effect and be in force thirty days from the date of its passage. Before the expiration of fifteen (15) days after its passage, it or a summary of it shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Orange County Register, a newspaper of general circulation published in the County of Orange.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2021.

DAVID JOHN SHAWVER, CHAIR
OCFA Board of Directors

ATTEST:

MARIA D. HUIZAR
Clerk of the Authority

EXHIBIT A

ORANGE COUNTY FIRE AUTHORITY
PROCUREMENT CODE

- Art. I. In General, §§ 1-1--1-10**
- Art. II. Chief Procurement Officer Authority, §§ 1-11--1-14**
- Art. III. Source Selection and Contract Formation, §§ 1-15--1-40**
- Art. IV. Specifications, §§ 1-41--1-46**
- Art. V. Procurement of Public Works Projects and Professional Design Services, §§ 1-47--1-57**
- Art. VI. Contract Terms and Conditions, §§ 1-58--1-61**
- Art. VII. Cost Principles, §§ 1-62--1-65**
- Art. VIII. Materials Management, §§ 1-66--1-74**
- Art. IX. Legal and Contractual Remedies, §§ 1-75--1-125**
- Art. X. Cooperative Purchasing, §§ 1-126--1-131**
- Art. XI. Reserved, §§ 1-132--1-136**
- Art. XII. Ethics in Public Contracting, §§ 1-137--1-140**

Article I. General Provisions

- Sec. 1-1. General Law.
- Sec. 1-2. Applicability.
- Sec. 1-3. Definitions.
- Sec. 1-4. Supplementary general principles of law applicable.
- Sec. 1-5. Requirement of good faith.
- Sec. 1-6. Confidential information.
- Secs. 1-7--1-10. Reserved.

Article II. Chief Procurement Officer Authority

Sec. 1-11. Authority of the Chief Procurement Officer.

Sec. 1-12. Written determinations.

Secs. 1-13, 1-14. Reserved.

Article III. Source Selection and Contract Formation

Sec. 1-15. Definitions.

Sec. 1-16. Methods of source selection.

Sec. 1-17. Competitive sealed bidding.

Sec. 1-18. Competitive sealed proposals.

Sec. 1-19. Contracting for legal counsel.

Sec. 1-20. Small purchases.

Sec. 1-21. Sole source procurement.

Sec. 1-22. Emergency procurements.

Sec. 1-23. ~~Special procurements~~ Reserved.

Sec. 1-24. Cancellation of solicitations.

Sec. 1-25. Rejection of individual bids, proposals, quotations or statements of qualifications.

Sec. 1-26. Responsibility of bidders, offerors and respondents.

Sec. 1-27. Bid and contract security, material or service contracts.

Sec. 1-28. Types of contracts.

Sec. 1-29. Approval of accounting system.

Sec. 1-30. Multi-year contracts.

Sec. 1-31. Right to inspect.

Sec. 1-32. Right to audit records.

Sec. 1-33. Reporting of anticompetitive practices.

Sec. 1-34. Prospective vendors lists.

Sec. 1-35. Contract form and execution.

Sec. 1-36. Assignment of rights and duties.

Sec. 1-37--1-40. Reserved.

Article IV. Specifications

- Sec. 1-41. Definitions.
- Sec. 1-42. Maximum practicable competition.
- Sec. 1-43. Specifications prepared by other than Fire Authority personnel.
- Sec. 1-44. Brand name or equal specification.
- Sec. 1-45. Brand name specification.
- Sec. 1-46. Reserved.

Article V. Procurement of Public Projects and Professional Design Services

- Sec. 1-47. Definitions.
- Sec. 1-48. Procurement of public projects.
- Sec. 1-49. Public project informal bidding procedures.
- Sec. 1-50. Public project formal bidding procedures.
- Sec. 1-51. Procurement of professional design services.
- Sec. 1-52. Procurement of construction services.
- Sec. 1-53. Public project emergencies procedures.
- Sec. 1-54--1-57. Reserved.

Article VI. Contract Terms and Conditions

- Sec. 1-58. Contract terms and conditions.
- Secs. 1-59--1-61. Reserved.

Article VII. Cost Principles

- Sec. 1-62. Cost principles.
- Sec. 1-63. Cost or pricing data.
- Secs. 1-64, 1-65. Reserved.

Article VIII. Materials Management

- Sec. 1-66. Definitions.
- Sec. 1-67. Materials management guidelines.
- Sec. 1-68. Inventory management.
- Sec. 1-69. Disposition of surplus property.
- Secs. 1-70--1-74. Reserved.

Article IX. Legal and Contractual Remedies

- Sec. 1-75. Definitions.
- Sec. 1-76. Authority of the Chief Procurement Officer.
- Sec. 1-77. Right to protest.
- Sec. 1-78. Filing of a protest.
- Sec. 1-79. Time for filing protests.
- Sec. 1-80. Stay of procurements during the protest.
- Sec. 1-81. Confidential information.
- Sec. 1-82. Decision by the Chief Procurement Officer.
- Sec. 1-83. Remedies.
- Sec. 1-84. Appeals to the Fire Chief.
- Sec. 1-85. Notice of appeal.
- Sec. 1-86. Stay of procurement during appeal.
- Sec. 1-87. Contract procurement officer report.
- Sec. 1-88. Dismissal by the Fire Chief.
- Sec. 1-89. Remedies.
- Sec. 1-90. Filing of a contract claim.
- Sec. 1-91. Chief Procurement Officer's decision.
- Sec. 1-92. Issuance of timely decision.
- Sec. 1-93. Appeals to the Fire Chief.
- Sec. 1-94. Fire Authority claims against a contractor.
- Sec. 1-95. Mediation.
- Sec. 1-96. Arbitration.
- Sec. 1-97. Final decision by the Fire Chief.
- Sec. 1-98. Judicial review of protests or claims.
- Sec. 1-99. Exclusive remedy.
- Secs. 1-100--1-115. Reserved.

Article X. Cooperative Purchasing

- Sec. 1-116. Definitions.

Sec. 1-117. Applicability.

Sec. 1-118. Cooperative purchasing agreements required.

Sec. 1-119. Cooperative purchasing authorized.

Secs. 1-120, 1-121. Reserved.

Article XI. Reserved

Secs. 1-122--1-126. Reserved.

Article XII. Ethics in Public Contracting

Sec. 1-127. Procurement Ethics Standards

Secs. 1-128--1-130. Reserved.

ARTICLE I. GENERAL PROVISIONS

Purpose

The purpose of the Orange County Fire Authority Procurement Code is to:

- (a) Simplify, clarify, centralize, and modernize the Fire Authority's rules and regulations governing procurement.
- (b) Permit the continued development of best value procurement policies and practices.
- (c) Provide for increased public confidence in the procurement procedures followed by the Fire Authority.
- (d) Ensure the fair and equitable treatment of all persons who deal with the procurement system of the Fire Authority.
- (e) Provide increased economy in Fire Authority procurement activities and maximize, to the fullest extent practicable, the purchasing value of public monies of the Fire Authority, and foster effective broad-based competition within the free enterprise system.
- (f) Provide safeguards for the maintenance of a procurement system of quality and integrity.
- (g) Obtain in a cost-effective and timely manner the materials, services, and construction required by the Fire Authority to better serve its citizens.

Sec. 1-1. General Law.

Pursuant to and to the extent required by Government Code Section 6509, the Orange County Fire Authority shall be restricted in the exercises of its powers in the same manner as is a general law city in accordance with the joint power agreement formed as of February 3, 1995, and as subsequently amended.

Sec. 1-2. Applicability.

Sec. 1-2(1). The provisions of this code shall apply to the following:

- (a) Every expenditure of public monies by the Fire Authority irrespective of their source, including State and Federal assistance monies, for the procurement of materials, services, and public projects;
- (b) Disposal of property; and
- (c) Contracts where there is no expenditure of public monies or where the Fire Authority is offering something of value to the business community when the Fire Authority determines source selection and award of a contract.

Sec. 1-2(2). The following are exempt from the provisions of this code:

- (a) Grants awarded by the Fire Authority and approved by the Board of Directors;
- (b) The purchase, sale or lease of Fire Authority real property;
- (c) Contracts for professional witnesses if the purpose of such contracts is to provide for services or testimony relating to an existing or probable judicial proceeding in which the Fire Authority is

or may become a party to, and contracts for special investigative services for law enforcement purposes;

(d) Agreements negotiated by the Fire Authority in settlement of litigation or threatened litigation; or

(e) Contracts with other governmental agencies.

Sec. 1-3. Definitions.

In this code, unless the context otherwise requires:

Sec. 1-3(1). "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

Sec. 1-3(2). "Change order" means a written document authorized by the Chief Procurement Officer which directs the contractor to make changes with or without the consent of the contractor.

Sec. 1-3(3). "Chief Procurement Officer" means the official appointed by the Fire Chief as the purchasing and materials manager and the central procurement and contracting authority for the Fire Authority.

Sec. 1-3(4). "Contract" means all types of Fire Authority agreements, regardless of what they may be called, for the procurement of materials, maintenance, services, public works, construction or the disposal of materials.

Sec. 1-3(5). "Construction" means the process of building, reconstructing, erecting, altering, renovating, improving, demolishing, or repairing any Fire Authority owned, leased, or operated facility. Construction does not include maintenance work, which is defined to include routine, recurring, and usual work for the preservation or protection of any Fire Authority owned or operated facility for its intended purposes.

Sec. 1-3(7). "Contract officer" means any person duly authorized by the Chief Procurement Officer to facilitate the source selection process, including but not limited to; preparing solicitations and written determinations, conducting negotiations, making award recommendations, and administering contracts.

Sec. 1-3(8). "Contractor" or "Consultant" means any person who has a procurement contract with the Fire Authority.

Sec. 1-3(9). "Days", unless otherwise specified, means calendar days and shall be computed by excluding the first day and including the last working day, unless the last day is a holiday, and then it is also excluded.

Sec. 1-3(10). "Department" means the Purchasing Section of the Business Services Department.

Sec. 1-3(11). "Designee" means a duly authorized representative of the Chief Procurement Officer, designated by the Chief Procurement Officer.

Sec. 1-3(12). "Disposal of material" means sale of surplus property by public auction, including online electronic auction, competitive sealed bidding, small purchase procedures, recycling, or other appropriate method designated by this code.

Sec. 1-3(13). "Electronic" means electrical, digital, magnetic, optical, electromagnetic, or any other

similar technology.

Sec. 1-3(14). "Emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Sec. 1-3(15). "Executive Committee" means the Executive Committee of the Orange County Fire Authority Board of Directors.

Sec. 1-3(16). "Fire Authority" means the Orange County Fire Authority.

Sec. 1-3(17). "Grant" means the furnishing of assistance, whether financial or otherwise, to any person to support a program authorized by law. Grant does not include an agreement whose primary purpose is to procure a specific end product, whether in the form of materials, services or construction. A contract resulting from such an agreement is not a grant but a procurement contract.

Sec. 1-3(18). "Materials" means all property, including but not limited to, equipment, supplies, printing, insurance and buildings but does not include land, a permanent interest in land or leases of real property.

Sec. 1-3(19). "Person" means any corporation, consultant, business, individual, union, committee, club, other organization or group of individuals.

Sec. 1-3(20). "Procurement" means buying, purchasing, renting, leasing, or otherwise acquiring any materials, services, or construction. Procurement also includes all functions that pertain to the acquisition of any material, service, or construction including but not limited to, description of requirements, selection and solicitation of sources, preparation, negotiation and, award of contract, and all phases of contract administration.

Sec. 1-3(21). "Professional service" means a unique, technical function performed by an independent contractor or firm qualified by education, experience, and/or technical ability to provide services and may include consulting, marketing analysis, banking services, auditing, software development/design, and editing services.

Sec. 1-3(22). "Public notice" means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods may include electronic mailing lists and a website maintained for that purpose.

Sec. 1-3(23). "Services" means the furnishing of labor, time or effort by a contractor, consultant, subcontractor or sub-consultant which does not involve the delivery of a specific end product other than required design documents or reports and performance. Services do not include employment agreements or collective bargaining agreements. The definition of services includes, but is not limited to: consulting, personal, professional, legal counsel, auditing, technical, professional design and construction services.

Sec. 1-3(24). "Sole Source" means 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.

Sec. 1-3(25). "Subcontractor or subconsultant" means a person who contracts to perform work or render service to a contractor or consultant as defined by this section or to another subcontractor or subconsultant as a part of a contract with the Fire Authority.

Sec. 1-3(26). "Written or in writing" means the product of any method for forming characters on paper or other material or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

Sec. 1-3(27). "Using department" means any organizational unit of the Fire Authority, which utilizes any materials, services or construction procured under this code.

Sec. 1-4. Supplementary general principles of law applicable.

Unless displaced by the particular provisions of this code, the principles of law and equity, including the uniform commercial code of this state, the common law of contracts as applied in this state and law relative to agency, fraud, misrepresentation, duress, coercion and mistake supplement the provisions of this code.

Sec. 1-5. Requirement of good faith.

This code requires all parties involved in the negotiation, performance, or administration of Fire Authority contracts to act in good faith.

Sec. 1-6. Confidential information.

All bids, proposals, offers, specifications, or protests submitted to the Fire Authority are subject to public inspection and disclosure under the California Public Records Act (Government Code Section 6250 et seq.). If a person believes that any portion of its bid, proposal, offer, specifications or protest is exempt from public disclosure, such portion may be marked "confidential." Except as required by law or court order, the Fire Authority will use reasonable means to ensure that such confidential information is safeguarded.

Secs. 1-7--1-10. Reserved.

ARTICLE II. CHIEF PROCUREMENT OFFICER AUTHORITY

Sec. 1-11. Authority of the Chief Procurement Officer.

Sec. 1-11(1). Except as otherwise provided in this code, the Chief Procurement Officer may adopt operational procedures consistent with this code governing the procurement and management of all materials, services, and construction to be procured by the Fire Authority and the disposal of materials.

Sec. 1-11(2). The Chief Procurement Officer shall serve as the central procurement and contracting authority of the Fire Authority.

Sec. 1-11(3). Except as otherwise provided in this code, the Chief Procurement Officer shall:

- (a) Procure or supervise the procurement of all materials, services and construction needed by the Fire Authority and establish the methods and procedures necessary for the proper, efficient, and economical functioning of the procurement program.
- (b) Establish guidelines for the management of all inventories of materials belonging to the Fire Authority.
- (c) Sell, trade or otherwise dispose of surplus materials belonging to the Fire Authority in accordance with the provisions of Section 1-69.
- (d) Prepare, issue, revise, maintain, and monitor the use of specifications for materials, services and construction required by the Fire Authority.

(e) Manage the Fire Authority's procurement card (pCard) program.

(f) Furnish the Board of Directors with such reports and information as the Board may require.

Sec. 1-11(4). The Chief Procurement Officer may delegate procurement authority to designees or to any using department or official of the Fire Authority.

Sec. 1-11(5). The Chief Procurement Officer may determine in writing that noncompliance with any provision of this code is not substantial and may allow for correction or may waive minor informalities or irregularities. The basis for the decision shall be included in the determination.

Sec. 1-11(6). The Chief Procurement Officer, in accordance with this code, shall have the authority to award contracts not exceeding the amount defined under management authority in the Roles and Responsibilities Matrix. Contracts exceeding management authority shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or the Board of Directors.

Sec. 1-11(7). Except in cases of emergency, pursuant to Section 1-22, or where the Board of Directors or the Executive Committee has retained authority, no purchase of services, supplies and equipment by any person other than the Chief Procurement Officer or designee shall be binding upon the Fire Authority or constitute lawful charge against Fire Authority funds.

Sec. 1-12. Written determinations.

Written determinations required by this code shall be retained in the department.

Secs. 1-13, 1-14. Reserved.

ARTICLE III. SOURCE SELECTION AND CONTRACT FORMATION

Sec. 1-15. Definitions.

In this article, unless the context otherwise requires:

Sec. 1-15(1). "Best value" means a method in the competitive sealed proposal process which permits the evaluation of criteria to determine the best overall value to the Fire Authority.

Sec. 1-15(2). "Discussions" means communication with an offeror, bidder or respondent for the purpose of:

- (a) Eliminating minor irregularities, informalities, or apparent clerical mistakes in the offer or response;
- (b) Clarifying any offer or response to assure full understanding of, and responsiveness to, solicitation requirements;
- (c) Resolving minor variations in contract terms and conditions; or
- (d) Establishing the competency or financial stability of any offeror, bidder or respondent.

Sec. 1-15(3). "Invitation for bid" means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting bids in accordance with the procedures prescribed in Section 1-17.

Sec. 1-15(4). "Minor informalities or irregularities" means mistakes, or non-judgmental errors, that have negligible effect on price, quantity, quality, delivery, or other contractual terms whereby the waiver or correction of such mistakes does not prejudice other bidders, offerors or respondents.

Sec. 1-15(5). "Negotiations" means an exchange of information or any form of cooperation during which the offeror and the Fire Authority may alter or otherwise change the conditions, terms, and price, unless prohibited, of the proposed contract.

Sec. 1-15(6). "Registered supplier" means a supplier, vendor, or contractor that that has registered as an interested party to do business with the Fire Authority.

Sec. 1-15(7). "Request for proposals" means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting proposals in accordance with procedures prescribed in Section 1-18.

Sec. 1-15(8). "Request for qualifications" means all documents, written or electronic, whether attached or incorporated by reference, which are used for soliciting responses from qualified respondents in accordance with Article V.

Sec. 1-15(9). "Responsible bidder, offeror, or respondent" means a person who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the procurement contract.

Sec. 1-15(10). "Responsive bidder" means a person who submits a bid which conforms in all material respects to a solicitation.

Sec. 1-15(11). "Solicitation" means an invitation for bids, a request for technical proposals, a request for proposals, a request for qualifications, a request for quotations, or any other invitation or request by which the Fire Authority invites a person to participate in a procurement.

Sec. 1-16. Methods of source selection.

All contracts of the Fire Authority shall be awarded by one of the methods of source selection specified in this code.

Sec. 1-17. Competitive sealed bidding.

Sec. 1-17(1). Invitation for bids.

- (a) Competitive sealed bids shall be solicited through an invitation for bids. The invitation for bids shall include specifications and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.
- (b) A prequalification process may be conducted prior to the issuance of an invitation for bids in order to establish a list of qualified bidders. In the event a prequalification process is used, the contract officer shall only consider bids that are submitted from prequalified bidders.

Sec. 1-17(2). Public notice. Notice of the invitation for bids shall be electronically posted and the invitation for bids shall be available for public inspection not less than fourteen (14) days prior to the date set forth therein for the opening of bids. A shorter time may be deemed necessary for a particular procurement as determined in writing by the Chief Procurement Officer. The public notice shall state the place, date, and time of bid opening.

Sec. 1-17(3). Pre-bid conference. The Chief Procurement Officer may conduct a pre-bid conference. If a pre-bid conference is conducted, it shall be not less than seven days before the bid due date and time, unless the Chief Procurement Officer makes a written determination that the specific needs of the procurement justify a shorter time.

Sec. 1-17(4). Solicitation amendment. The Chief Procurement Officer shall issue a solicitation amendment to do any or all of the following:

- (a) Make a correction in the solicitation;
- (b) Correct defects or ambiguities;
- (c) Provide additional information or instructions; or
- (d) Extend the offer due date and time if the Chief Procurement Officer determines that an extension is in the best interest of the Fire Authority.

If a solicitation is changed by a solicitation amendment, the Chief Procurement Officer shall post the amendment electronically and notify registered suppliers. It is the responsibility of the offeror to obtain any solicitation amendments and acknowledge receipt of amendment as specified in the solicitation amendment.

Sec. 1-17(5). Late bids. A bid is late if it is received at the location designated in the invitation for bids after the time and date set for bid opening. A late bid shall be rejected. Bidders submitting bids that are rejected as late shall be so notified.

Sec. 1-17(6). Bid opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. A secure web-based system or other appropriate media may be used in lieu of public bid opening, provided that the accuracy, confidentiality, and reliability is maintained. The name of each bidder and the amount of each bid, as well as other relevant information as the Chief Procurement Officer deems appropriate shall be recorded. Unless otherwise determined by the Chief Procurement Officer, this record shall be open to public inspection. In the event no attendees are present for bid opening, the sealed bids shall be opened by the department and a "bid" or "no bid" may be recorded on the tabulation. The bids shall not be available for public inspection until after a contract is awarded. After a notice of intent to award is issued or, in the absence of a notice of intent to award, after final execution of the contract, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.

Sec. 1-17(7). Bid acceptance and bid evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this code. Bids shall be evaluated based on the requirements set forth in the invitations for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation for bids.

Sec. 1-17(8). Correction or withdrawal of bids; cancellation of awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received by the department prior to the time set for bid opening.

Mistakes discovered after bid opening may be modified or withdrawn only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the

nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other bid provisions prejudicial to the interest of the Fire Authority or fair competition shall be permitted. In lieu of bid correction, a bidder alleging a mistake may be permitted to withdraw its bid if:

- (a) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (b) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made.

All decisions to permit the correction or withdrawal of bids, or to cancel awards based on bid mistakes, shall be supported by a written determination made by the Chief Procurement Officer.

Sec. 1-17(9). Contract award.

- (a) *General.* The contract shall be awarded by appropriate notice to the lowest responsible and responsive bidder whose bid conforms in all material respects to requirements and criteria set forth in the invitation for bids.
- (b) *Public record.* After the Fire Authority issues a notice of intent to award, or in the absence of a notice of intent to award upon final contract execution, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.
- (c) *Encumbrance of funds.* Except in cases of emergency, or in cases where specific authority has been first obtained from the Fire Chief, the Chief Procurement Officer shall not issue any purchase orders for supplies or equipment unless there exists an unencumbered appropriation in the fund account against which said purchase is to be charged. All purchases, regardless of encumbrances, shall be made in conformance with the policies established by this code.
- (d) *Procurement of recycled material.* Recycled products shall be used whenever practicable when they are of comparable quality, of equivalent price and appropriate for the intended use. Recycled products shall be procured in accordance with Public Contract Code, Section 22150, et seq.

Sec. 1-17(10). Low tie bids. If there are two (2) or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria and that meet all the requirements and criteria set forth in the invitation for bids, award may be made by random selection in a manner prescribed by the Chief Procurement Officer.

Sec. 1-18. Competitive sealed proposals.

Sec. 1-18(1). Request for proposals.

- (a) Competitive sealed proposals shall be solicited through a request for proposals. The request for proposals shall include a scope of work and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.
- (b) A prequalification process may be conducted prior to the issuance of a request for proposals in order to establish a list of qualified offerors. In the event a prequalification process is used, the contract officer shall only consider proposals that are submitted from prequalified offerors.

Sec. 1-18(2). Public notice. Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 1-17(2).

Sec. 1-18(3). Pre-proposal conference. The Chief Procurement Officer may conduct a pre-proposal conference. If a pre-proposal conference is conducted, it shall be not less than seven days before the offer due date and time, unless the Chief Procurement Officer makes a written determination that the specific needs of the procurement justify a shorter time.

Sec. 1-18(4). Solicitation amendment. Solicitation amendments shall be handled in the same manner as provided in Section 1-17(4).

Sec. 1-18(5). Late proposals. A proposal is late if it is received at the location designated in the request for proposals after the time and date set for receipt of proposals. Late proposals shall be rejected in accordance with Section 1-17(5).

Sec. 1-18(6). Receipt of proposals. Proposals shall not be opened publicly. No proposals shall be handled as to permit disclosure of the contents of any proposal to competing offerors. Proposals shall be open for public inspection after final execution of the contract, except to the extent that the withholding of information is permitted or required by law. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portions in accordance with Section 1-6.

Sec. 1-18(7). Evaluation of proposals.

- (a) *Evaluation criteria.* The request for proposals shall state the criteria to be used in the evaluation of the proposals and shall include their relative importance. Specific numerical weighting is not required.
- (b) *Selection committee.* The Chief Procurement Officer shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. No other factors or criteria may be used in the evaluation.

Sec. 1-18(8). Discussion with offerors. Discussions may be conducted with offerors.

Sec. 1-18(9). Negotiations with offerors and revisions to proposals. Negotiations may be conducted with offerors. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.

- (a) *Concurrent negotiations.* Negotiations may be conducted concurrently with offerors for the purpose of determining source selection and/or contract award.
- (b) *Exclusive negotiations.* Exclusive negotiations may be conducted with the offeror whose proposal is determined in the source selection process to be most advantageous to the Fire Authority. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. If exclusive negotiations are conducted and an agreement is not reached, the Fire Authority may enter into exclusive negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

Sec. 1-18(10). Contract award. Contract award shall be made by the Chief Procurement Officer to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Fire

Authority taking into consideration the evaluation criteria set forth in the request for proposals. The contract file shall contain the basis on which the award is made.

Sec. 1-19. Contracting for legal counsel.

Sec. 1-19(1). Authority. For the purpose of procuring the services of legal counsel, as defined by the laws of the state, contracts for the services of legal counsel shall be awarded with the authorization of the Board of Directors or the Executive Committee except as otherwise provided by law.

Sec. 1-19(2). Conditions for use. Unless determined by the Board of Directors or the Executive Committee that direct selection is in the best interest of the Fire Authority, the services of legal counsel shall be procured in accordance with this code.

Sec. 1-20. Small purchases.

Sec. 1-20(1). General. Any contract for the purchase of supplies, equipment and services (including maintenance) not exceeding fifty thousand dollars (\$50,000.00) may be made by the Chief Procurement Officer in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.

Sec. 1-20(2). Small purchases over ten thousand dollars (\$10,000.00). Insofar as it is practical for small purchases in excess of ten thousand dollars (\$10,000.00) but less than fifty thousand dollars (\$50,000.00), no less than three (3) businesses shall be solicited to submit quotations. Award shall be made to the responsible bidder submitting the quotation which is most advantageous to the Fire Authority and conforms in all material respects to the solicitation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be maintained as a public record. Nothing herein contained, however, shall preclude the Fire Authority from utilizing more restrictive procedures if, and when required by federal or state law, where federal or state funds are involved in the contract to be awarded or when the Chief Procurement Officer determines it is in the best interest of the Fire Authority to do so.

Sec. 1-20(3). Small purchases less than ten thousand dollars (\$10,000.00). The Chief Procurement Officer shall adopt operational procedures for making small purchases of ten thousand dollars (\$10,000.00) or less.

Sec. 1-21. Sole source procurement.

Sec. 1-21(1). General Sole Source – Only One Source Exists. Notwithstanding any other provisions of this code, a contract may be awarded without competition when the Chief Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required material, service, or construction item. This section is not applicable to the procurement of construction services (Section 1-50). The using department requesting a sole source procurement shall provide written evidence to support a sole source determination. The Chief Procurement Officer may require that negotiations are conducted as to price, delivery, and terms. The Chief Procurement Officer may require the submission of cost or pricing data in connection with an award under this section. Sole source procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Executive Committee or Board of Directors. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A record of sole source procurements shall be maintained as a public record.

Sec. 1-21(2). With Justification. In addition to the authority for sole source procurement in section 1-

21 above, the Executive Committee or the Board of Directors may authorize sole source procurements above the small purchase amount specified in Section 1-20 for supplies, equipment or services (including maintenance), when the Executive Committee or the Board of Directors determines that, due to one or more of the unusual or special circumstances outlined below, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services):

- (a) *Continuity of Service.* It would not be feasible or advisable to change the current provider (i.e. operational inefficiency);
- (b) *Time is of the Essence.* Timing to obtain needed supplies, equipment or services would not allow for a solicitation process (non-emergency procurements);
- (c) *Significant Cost Savings Factor.* It would be financially prudent to not issue a solicitation and/or change the current provider (i.e. cost prohibitive); or
- (d) *Organizational Need.* A specific provider will provide a significant benefit and satisfy an organizational need (i.e. added value to the organization) that cannot be secured from other providers.

This section is not applicable to the procurement of construction services (Section 1-50). The using department requesting the sole source with justification procurement shall provide written evidence to support the procurement determination. Any sole source with justification procurement under this section shall be limited to those materials, equipment or services, necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion. A written determination by the Chief Procurement Officer with review and approval from the Assistant Chief, Business Services of the basis for the sole source with justification procurement and for the selection of the particular provider shall be provided to the Executive Committee or Board of Directors prior to authorization of the procurement and shall be maintained as public record. The determination and the award shall be made by the Executive Committee or the Board of Directors in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and is in the public interest.

Sec. 1-22. Emergency procurements.

Notwithstanding any other provisions of this code, the Fire Chief may make or authorize others to make emergency procurements of materials, services, or construction when there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with Sections 1-17, 1-18, 1-49, or 1-50 contrary to the public interest; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The using department requesting an emergency procurement shall provide written evidence to support an emergency determination. An emergency procurement shall be limited to those materials, services, or construction necessary to satisfy the emergency need. Emergency procurements exceeding the amount defined in the roles and responsibilities matrix shall be executed by the Chief Procurement Officer upon approval by the Chair or Vice Chair of the Board of Directors. A written determination of the basis for the emergency and for the selection of the particular contractor shall be maintained as a public record.

Sec. 1-23. Special procurements Reserved.

~~Notwithstanding any other provisions of this code, the Executive Committee or the Board of Directors may authorize procurements above the small purchase amount specified in Section 1-20 for supplies, equipment~~

~~or services (including maintenance) when, due to unusual or special circumstances, it would be in the best interest of the Fire Authority to accomplish the procurement without compliance with Sections 1-17 (competitive sealed bidding), 1-18 (competitive sealed proposals), or 1-51 (procurement of professional design services). This is not applicable to the procurement of construction services (Section 1-50). The using department requesting a special procurement shall provide written evidence to support a special procurement determination. Any special procurement under this section shall be limited to those materials, equipment or services, necessary to satisfy the Fire Authority's need and shall be made with sound fiscal discretion. A written determination by the Chief Procurement Officer with review and approval from the Assistant Chief, Business Services of the basis for the special procurement and for the selection of the particular contractor shall be maintained as public record. The determination and the award shall be made in accordance with internal departmental procedures ensuring that the procurement is fair, honest, prudent, and a wise exercise of discretion and is in the public interest.~~

Sec. 1-24. Cancellation of solicitations.

Sec. 1-24(1). Cancellation of solicitations. An invitation for bids, a request for proposals, a request for qualifications, or other solicitation may be cancelled, or any or all bids, proposals or statements of qualifications may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the Fire Authority.

Sec. 1-24(2). Prior to opening.

- (a) As used in this section, "opening" means the date and time set for opening of bids, receipt of statements of qualifications or receipt of proposals in competitive sealed proposals.
- (b) Prior to opening, a solicitation may be cancelled in whole or in part when the Chief Procurement Officer determines in writing that such action is in the Fire Authority's best interest for reasons including but not limited to:
 - i. The Fire Authority no longer requires the materials, services, or construction;
 - ii. The Fire Authority no longer can reasonably expect to fund the procurement; or
 - iii. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is in the best interest of the Fire Authority.
- (c) When a solicitation is cancelled prior to opening, notice of cancellation shall be publicly posted.
- (d) The notice of cancellation shall:
 - i. Identify the solicitation;
 - ii. Briefly explain the reason for cancellation; and
 - iii. Where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar materials, services, or construction.

Sec. 1-24(3). After opening.

- (a) After opening but prior to award, all bids, proposals or statements of qualifications may be rejected in whole or in part when the Chief Procurement Officer determines in writing that such action is in the Fire Authority's best interest for reasons including but not limited to:
 - i. The Fire Authority no longer requires the materials, services or construction;

- ii. Ambiguous or otherwise inadequate specifications or scopes of work were part of the solicitation;
 - iii. The solicitation did not provide for consideration of all factors of significance to the Fire Authority;
 - iv. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
 - v. All otherwise acceptable bids, statements of qualifications or proposals received are at clearly unreasonable prices;
 - vi. There is reason to believe that the bids, statements of qualifications or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or
 - vii. Competition was insufficient.
- (b) A notice of rejection shall be sent to all persons that submitted bids, statements of qualifications or proposals, and it shall conform to subsection 1-24(2) (d) of this section.
- (c) If all bids, proposals or request for qualifications are rejected, all bids, proposals or statements received shall remain, to the extent possible, confidential.

Sec. 1-24(4). Documentation. The reasons for cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

Sec. 1-25. Rejection of individual bids, proposals, quotations or statements of qualifications.

- (a) A bid may be rejected if:
- i. The bidder is determined to be non-responsible pursuant to Section 1-26;
 - ii. The bid is nonresponsive in accordance with Section 1-17; or
 - iii. It is otherwise not advantageous to the Fire Authority.
- (b) A proposal, statement of qualifications, or quotation may be rejected if:
- i. The person responding to the solicitation is determined to be non-responsible pursuant to Section 1-26; or
 - ii. The proposal is incomplete, nonresponsive to solicitation requirements; or
 - iii. The proposed price exceeds available funds or is unreasonable; or
 - iv. It is otherwise not advantageous to the Fire Authority.
- (c) The reasons for rejection shall be made a part of the procurement file and shall be available for public inspection.

Sec. 1-26. Responsibility of bidders, offerors and respondents.

Sec. 1-26(1). Findings of non-responsibility. If a bidder, offeror or respondent who otherwise would have been awarded a contract is found non-responsible, a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the contract officer. The unreasonable failure of a bidder, offeror or respondent to promptly supply information in connection with an inquiry with respect

to responsibility may be grounds for a finding of non-responsibility with respect to such bidder or offeror. The written finding shall be made part of the contract file and be made a public record.

Sec. 1-26(2). Right of nondisclosure. Except as required by law or court order, confidential information furnished by a bidder, offeror or respondent pursuant to this section shall not be disclosed by the Fire Authority outside of the agency, or using department, without prior written consent by the bidder, offeror or respondent.

Sec. 1-26(3). Factors. Factors to be considered in determining if a prospective contractor is responsible include:

- (a) The proposed contractor's financial, physical, personnel or other resources, including subcontracts;
- (b) The proposed contractor's record of performance and integrity;
- (c) Whether the proposed contractor is qualified legally to contract with the Fire Authority; and
- (d) Whether the proposed contractor supplied all necessary information concerning its responsibility.

Sec. 1-26(4). Responsibility criteria. The contract officer may establish specific responsibility criteria for a particular procurement. Any specific responsibility criteria shall be set forth in the solicitation.

Sec. 1-27. Bid and contract security, material or service contracts.

The Chief Procurement Officer may require the submission of security to guarantee faithful bid and contract performance. In determining the amount and type of security required for each contract, the Chief Procurement Officer shall consider the nature of the performance and the need for future protection to the Fire Authority. The requirement for security must be included in the invitation for bids or request for proposals. Failure to submit security in the amount and type of security required may result in the rejection of the bid or proposal.

Sec. 1-28. Types of contracts.

Subject to the limitations of this code, any type of contract which will promote the best interests of the Fire Authority may be used.

Sec. 1-29. Approval of accounting system.

The Chief Procurement Officer may require that the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles prior to award of a contract.

Sec. 1-30. Multi-year contracts.

Unless otherwise provided by law, a contract for materials, services or construction may be entered into for any period of time deemed to be in the best interest of the Fire Authority, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.

Sec. 1-31. Right to inspect.

The Fire Authority may, at reasonable times, inspect the part of the plant or place of business of a contractor, consultant or any subcontractor or sub-consultant that is related to the performance of any contract awarded or to be awarded by the Fire Authority.

Sec. 1-32. Right to audit records.

Sec. 1-32(1). The Fire Authority may, at reasonable times and places, audit the books and records of any person who submits cost or pricing data as provided in Article VII of this code to the extent that the books and records relate to the cost or pricing data. Any person who is awarded a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless otherwise specified in the contract.

Sec. 1-32(2). The Fire Authority is entitled to audit the books and records of a contractor, consultant or any subcontractor or sub-consultant under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract or consultant, and by the subcontractor or sub-consultant for a period of three (3) years from the date of final payment under the subcontract, unless otherwise specified in the contract.

Sec. 1-33. Reporting of anticompetitive practices.

If for any reason collusion or other anticompetitive practices are suspected among any bidders, offerors or respondents a notice of the relevant facts shall be transmitted to the Chief Procurement Officer. This section does not require a law enforcement agency conducting an investigation into such practices to convey such notice to the Chief Procurement Officer.

Sec. 1-34. Prospective vendors lists.

Sec. 1-35(1). The Chief Procurement Officer shall maintain a prospective vendors list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a Fire Authority contract.

Sec. 1-35(2). Persons desiring to be included on the prospective vendors list may register with the department electronically. The department may remove a person from the prospective vendors list if it is determined that inclusion is not advantageous to the Fire Authority.

Sec. 1-35(3). It shall be the vendor's sole responsibility to ensure that vendor registration information is current and active.

Sec. 1-35. Contract form and execution.

All contracts entered into under this code not exceeding the amount established by Section 1-11(6) shall be executed in the name of the Fire Authority by the Chief Procurement Officer. Contracts entered into under this code exceeding the amount established by Section 1-11(6) approved by the Executive Committee shall be executed by the Fire Chief, approved as to form by the General Counsel to the Fire Authority and countersigned by the Clerk of the Authority.

Sec. 1-36. Assignment of rights and duties.

The Chief Procurement Officer shall have the rights and duties of the Fire Authority to contract for the purchase of all services, supplies, equipment and other personal property required by the Fire Authority in accordance with the code and all policies and procedures adopted by the Board of Directors, and administrative procedures approved by the Fire Chief, or as otherwise provided by law. Except in cases where the Board of Directors or the Executive Committee has retained authority, the purchase of services, supplies and equipment are not transferable or otherwise assignable without the written consent of the Chief Procurement Officer.

Sec. 1-37--1-40. Reserved.

ARTICLE IV. SPECIFICATIONS

Sec. 1-41. Definition.

As used in this article, "specification" is used interchangeably with "scope", "scope of services", or "scope of work" and means any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing, or preparing a material, service, or construction item for delivery.

Sec. 1-42. Maximum practicable competition.

Sec. 1-42(1). All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the Fire Authority's needs and shall not be unduly restrictive.

Sec. 1-42(2). To the extent practicable and unless otherwise permitted by this code, all specifications shall describe the Fire Authority's requirements in a manner that does not unnecessarily exclude a material, service, or construction item.

Sec. 1-42(3). Restrictive specifications shall not be used unless such specifications are required and it is not practicable or advantageous to use a less restrictive specification. The using department requesting a restrictive specification shall provide written evidence to support the restrictive specification. Past success in the material's performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of restrictive specifications.

Sec. 1-42(4). To the extent practicable, the Fire Authority shall use accepted commercial specifications and shall procure standard commercial materials.

Sec. 1-43. Specifications prepared by other than Fire Authority personnel.

The requirements of this code regarding the purposes and non-restrictiveness of specifications shall apply to all specifications prepared other than by Fire Authority personnel, including, but not limited to, those prepared by architects, engineers, designers, and consultants for public contracts, or subcontractors. No person preparing specifications shall receive any direct or indirect benefit from the utilization of such specifications.

Sec. 1-44. Brand name or equal specification.

A brand name or equal specification may be used to describe the standards of quality, performance, and other characteristics needed to meet the requirements of a solicitation, and which invites offers for equivalent products from a manufacturer.

Sec. 1-45. Brand name specification.

A brand name specification may be used to identify the sole acceptable item that meets the Fire Authority's needs. The using department requesting a brand name specification shall provide written evidence to support a brand name determination. A written determination by the Chief Procurement Officer of the basis for the brand name shall be maintained as public record. Past success in the material's performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of a brand name specification.

Sec. 1-46. Reserved.

ARTICLE V. PROCUREMENT OF PUBLIC WORKS PROJECTS AND PROFESSIONAL DESIGN SERVICES

Sec. 1-47. Definitions.

In this article, unless the context otherwise requires:

Sec. 1-47(1). "Capital improvement" means an outlay of funds for the acquisition or improvement of real property, which extends the life or increases the productivity of the real property.

Sec. 1-47 (2). "Contractor" shall mean any corporation, partnership, individual, sole proprietorship, joint venture or other legal entity which enters into a contract to sell commodities, services, or construction services to the Fire Authority.

Sec. 1-47(4). "Construction project management" means those services provided by a licensed architect, registered engineer, or licensed general contractor.

Sec. 1-47(5). "Construction services" means either of the following for construction- manager-at-risk, and design-build project delivery methods:

- (a) Construction, excluding services, through the construction-manager-at-risk project delivery methods.
- (b) A combination of construction and, as elected by the Fire Authority, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services, as those services are authorized in the definitions of construction-manager-at-risk, and design-build in this section.

Sec. 1-47(6). "Construction-manager-at-risk" means a project delivery method in which:

- (a) There is a separate contract for design services and a separate contract for construction services.
- (b) The contract for construction services may be entered into at the same time as the contract for design services or at a later time.
- (c) Design and construction of the project may be in sequential phases or concurrent phases.
- (d) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

Sec. 1-47(7). "Cost" means the aggregate cost of all materials and services, including labor performed by force account.

Sec. 1-47(8). "Design-bid-build" means a project delivery method in which:

- (a) There is a sequential award of two (2) separate contracts.
- (b) The first contract is for design services.
- (c) The second contract is for construction.
- (d) Design and construction of the project are in sequential phases.

- (e) Finance services, maintenance services and operations services are not included.

Sec. 1-47(9). "Design-build" means a project delivery method in which:

- (a) There is a single contract for design services and construction services.
- (b) Design and construction of the project may be in sequential phases or concurrent phases.
- (c) Finance services, maintenance services, operations services, preconstruction services and other related services may be included.

Sec. 1-47(10). "Design professional" means an architect or engineer, or both, duly licensed for professional practice, who may be employed by an owner for the purpose of designing a project.

Sec. 1-47(11). "Emergency for Public Projects" shall have the meaning provided in Public Contract Code Sections 22035 and 22050.

Sec. 1-47(12). "Facility" means any plant, building, structure, ground facility, real property, street, highway or other public work improvement.

Sec. 1-47(13). "Firm" means any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.

Sec. 1-47(14). "Finance services" means financing for a construction services project.

Sec. 1-47(15). "Force account" means work performed on public projects by the Fire Authority's regularly employed personnel.

Sec. 1-47(16). "Maintenance work" shall have the meaning provided in Public Contract Code Section 22002(d), as that section may be amended from time to time, and shall include the following:

- (a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- (b) Minor repainting.
- (c) Resurfacing of streets and highways at less than one inch.
- (d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

Sec. 1-47(17). "Preconstruction services" means advice during the design phase.

Sec. 1-47(18). "Professional design services" means architect services, engineering services, geologist services, landscape architect services, and land surveying service or any combination of those services that are legally required to be accomplished, reviewed, and approved by professionals registered to practice in the pertaining discipline in the State of California.

Sec. 1-47(19). "Professional engineer" refers to a person engaged in the professional practice of rendering service or creative work requiring education, training and experience in engineering sciences and the application of special knowledge of the mathematical, physical and engineering sciences in such professional or creative work as consultation, investigation, evaluation, planning or

design of public or private utilities, structures, machines processes, circuits, buildings, equipment or projects, and supervision of construction for the purpose of securing compliance with specifications and design for any such work.

Sec. 1-47(20). "Public project" shall have the meaning provided in Public Contract Code Section 22002(c), as that section may be amended from time to time, and shall include the following:

- (a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- (b) Painting or repainting of any publicly owned, leased, or operated facility.
- (c) "*Public project*" does not include maintenance work.

Sec. 1-47(21). "Public works contract" means an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

Sec. 1-47(22). "Solicitation" shall mean an invitation for bids, request for quotations, request for qualifications, or request for proposals issued by the Fire Authority for the purpose of requesting bids, quotes or proposals to perform a contract.

Sec. 1-47(23) "Uniform Public Construction Cost Accounting Act" is an alternative method for public project work performed or contracted by public entities in California as defined by Public Contract Code Section 22000 et seq. The Fire Authority adopted the alternative informal bidding procedures on February 22, 1996 establishing informal bidding procedures for public works.

Sec. 1-48 Procurement of public projects.

Sec. 1-48(1). Procurement of public projects, in accordance with the limits listed in Section 22302 of the Public Contract Code, as those limits may be amended from time to time, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code. Nothing herein contained, however, shall preclude the Fire Authority from utilizing more restrictive procedures if, and when required by federal or state law, where federal or state funds are involved in the contract to be awarded or when the Chief Procurement Officer determines it is in the best interest of the Fire Authority.

Sec. 1-48(2). Contracts for construction shall be solicited through a competitive sealed bid process except as otherwise provided for in Sections 1-52 (procurement of construction services), 1-20 (small purchases), 1-21 (sole source procurement), and 1-22 (emergency procurements). The Chief Procurement Officer shall award contracts for public projects in accordance with the requirements of Public Contract Code Section 22000 et seq. and this code.

Sec. 1-48(3). Force Account and informal bidding procedures. Public works projects of the amount set forth in Public Contract Code Section 22032(a), as amended from time to time, may be performed by the employees of the Fire Authority, by negotiated contract, or by purchase order.

Sec. 1-48(4). Informal bidding procedures. Public works projects of the amount set forth in Public Contract Code Section 22032(b), as amended from time to time, may be let to contract by informal bidding procedures as set forth in Section 1-49(1).

Sec. 1-48(5). Formal bidding procedures. Public projects exceeding the amount set forth in Public

Contract Code Section 22032(c), as may be amended from time to time, shall be let to contract by formal bidding procedures as set forth in Section 1-50.

Sec. 1-48(6) Payment bond. In accordance with the Civil Code Section 9550 et seq. all public works bids involving an expenditure in excess of twenty-five thousand dollars (\$25,000) shall require a payment bond in an amount not less than 100 percent of the total amount payable pursuant to the public works contract.

Sec. 1-49. Public project informal bidding procedures.

Sec. 1-49(1). Public projects which are subject to the informal bidding procedures as set forth in Section 1-48, shall be awarded to the lowest responsible bidder in accordance with the Public Contract Code Section 22000 et seq.

Sec. 1-49(2). Contractors list. The Fire Authority shall maintain a list of qualified contractors, identified according to categories of work. The development and maintenance of the list shall be in accordance with the provisions in the Public Contract Code Section 22034 and criteria established from time to time by the California Uniform Construction Cost Accounting Commission.

Sec. 1-49(3). Notice inviting informal bids. All contractors on the list of qualified contractors for the category of work to be bid or all construction trade journals as specified in the Public Contract Code Section 22036, or both, shall be sent a notice inviting informal bids unless the product or service delivery is proprietary. Additional contractors and/or construction trade journals may be notified at the discretion of the Chief Procurement Officer. If there is no list of qualified contractors maintained by the Fire Authority for the particular category of work to be performed, the notice shall be sent to the construction trade journals specified by the Commission.

Sec. 1-49(4). Sending notices and descriptions of project. All sending of notices to contractors and construction trade journals pursuant to Section 1-49(3) shall be completed not fewer than ten calendar days before bids are due. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.

Sec. 1-49(5). Award of informal bids. The Chief Procurement Officer is authorized to award informal bids for public projects.

Sec. 1-49(6). Bids in excess of the formal bid limit. If all bids received are in excess of the amount set forth in Public Contract Code Section 22032(b), as may be amended from time to time, the Board of Directors may by passage of a resolution by a four-fifths vote, award the contract, to the lowest responsible bidder, if it determines the cost estimate was reasonable and the contract amount will not exceed the amount set forth in Public Contract Code Section 22034(d), as may be amended from time to time.

Sec. 1-50. Public project formal bidding procedures.

Sec. 1-50(1). Public projects which are subject to formal bidding procedures, shall be awarded to the lowest responsive and responsible bidder in accordance with the procedures set forth in this section.

Sec. 1-50(2). Notice inviting formal bids. The notice inviting bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least fourteen (14) calendar days before the date of opening the bids, in a newspaper of

general circulation within the jurisdiction of the Fire Authority. The notice inviting formal bids shall also be sent electronically to all construction trade journals specified for the County of Orange in the Public Contract Code Section 22036 at least fifteen (15) calendar days before the date of bid opening. In addition to notice required by this section, the Fire Authority may give other notice as it deems proper.

Sec. 1-50(3). Adopt plans. The Board of Directors of the Fire Authority shall adopt plans, specifications, and working details for all public projects as required by Public Contract Code 22039, exceeding the amount specified in the Public Contract Code Section 22032(c).

Sec. 1-50(4). Bidder security. All formal public projects shall require bidder's security as required by state law. Bid security shall be in an amount equal to at least ten percent of the amount bid, or such other amount as may be set forth in Public Contract Code Section 20171, as may be amended from time to time. Any bid bond submitted shall be executed by an admitted surety insurer which meets the rating requirements established by the risk manager or designee, made payable to the Fire Authority.

Sec. 1-50(5). Prequalification. The Fire Authority may require bidders to meet certain criteria in order to be placed upon a bidder's list to bid on formal public projects.

Sec. 1-50(6). Award of formal bids. The Board of Directors of the Fire Authority shall award all formal public works projects.

Sec. 1-51. Procurement of professional design services.

Contracts for professional design services shall be solicited and selected in accordance with Government Code Section 4525 et seq. through a request for qualifications.

Sec. 1-52. Procurement of construction services.

Contracts for construction services shall be solicited through a design-bid build or a design-build process in accordance with Public Contract Code Section 22160 et seq. except as otherwise provided for in Section 1-53. The Board of Directors or delegated authority shall award all contracts for construction services in accordance with the state requirements and this code.

Sec. 1-53. Public project emergencies procedure.

In cases of emergency, when repair or replacements are necessary to permit the continued conduct of the operation or services of the Fire Authority or to avoid danger to life or property, the Chair or Vice Chair of the Board of Directors, after making a finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and, that the action is necessary to respond to the emergency, may by a four-fifths vote, proceed at once to replace or repair any public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. The Fire Chief shall have the power to declare a public emergency when it is impractical to convene a meeting of the Board of Directors, subject to confirmation by the Board, by a four-fifths vote, at its next meeting and reviewed at least at every regularly scheduled meeting thereafter until the action is terminated. This procedure shall be subject to any other requirements of Public Contract Code Sections 22035 and 22050, as may be amended from time to time.

Sec. 1-54--1-57. Reserved.

ARTICLE VI. CONTRACT TERMS AND CONDITIONS

Sec. 1-58. Contract terms and conditions.

All Fire Authority contracts shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Chief Procurement Officer shall have the authority to establish and modify any such terms and conditions.

Secs. 1-59--1-61. Reserved.

ARTICLE VII. COST PRINCIPLES

Sec. 1-62. Cost principles.

The Chief Procurement Officer shall establish cost principles which shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs.

Sec. 1-63. Cost or pricing data.

The submission of current cost or pricing data may be required in connection with any award, change order or contract modification.

Secs. 1-64, 1-65. Reserved.

ARTICLE VIII. MATERIALS MANAGEMENT

Sec. 1-66. Definitions.

In this article, unless the context otherwise requires:

Sec. 1-66(1). "Property" means controlled fixed assets including supplies, materials or equipment with a useful life of more than one (1) year and value greater than \$5,000.

Sec. 1-66(2). "Property transfer" means the transfer of controlled fixed assets between using agencies or transfer of property to or from the surplus property program.

Sec. 1-66(3). "Surplus property" means property no longer needed by using department for their operations, property in poor or non-working condition, or property that is a by-product (e.g. scrap metal, used tires and oil, etc.).

Sec. 1-67. Materials management guidelines.

The Chief Procurement Officer shall establish guidelines as may be required governing:

Sec. 1-67(1). The transfer of surplus property and operation of the surplus property program.

Sec. 1-67(2). The sale or disposal of surplus property, by auction, competitive sale or other authorized method.

Sec. 1-67(3). The trade-in of surplus property for purchase of new equipment.

Sec. 1-68. Inventory management.

The Chief Procurement Officer shall manage the Fire Authority service center which provides warehousing services including inventory management, shipping, receiving, storing, issuing and servicing of supplies and inventory for the Fire Authority. The Chief Procurement Officer will establish policies and procedures required for efficient and effective operation of the inventory system including the purchase of inventory, sale or other disposal of inventory items no longer needed, delivery and other services provided to using agencies.

Sec. 1-69. Disposition of surplus property.

Sec. 1-69(1). The Chief Procurement Officer will operate a surplus property program for the purpose of receiving, storing, transferring, or selling surplus property no longer needed by using agencies.

Sec. 1-69(2). Using agencies shall request department authorization to transfer controlled fixed assets to another using department, or to request transfer of property into or from the surplus property program.

Sec. 1-69(3). Unless otherwise provided for, surplus property no longer needed by any using department shall be offered through competitive sale to the highest responsible bidder.

Sec. 1-69(4). Unless otherwise provided, all proceeds from the sale of surplus property will be deposited into the Fire Authority's general fund. Proceeds from sale of enterprise, federal, grant or other special designation property will be reimbursed, less pro-rated selling expenses, to the appropriate fund, after completion of each sale.

Sec. 1-69(5). If surplus property has an estimated value of less than five thousand dollars (\$5,000) and it is proposed that the property may be donated, the Chief Procurement Officer has the authority to determine whether the proposed donation of the surplus property to another local agency or non-profit organization meets the intent of the California Constitution whereby when a public agency gives a surplus item to another organization, the item must be used for a public purpose of interest and benefit generally to the people of the agency's jurisdiction and in keeping with the agency's purpose. Said donations shall require the prior approval of the Fire Chief and a release of liability to the Fire Authority from the agency accepting the donated surplus property. Any request for donation with a fair market value exceeding five thousand dollars (\$5,000) shall require prior approval by the Board of Directors or the Executive Committee.

Sec. 1-69(6). If surplus property is deemed to have historical significance by the Fire Chief and or/his designee, the historical property will be transferred and placed in the custody of a designated section manager for safe keeping.

Secs. 1-70--1-74. Reserved.

ARTICLE IX. LEGAL AND CONTRACTUAL REMEDIES

Sec. 1-75. Definitions.

In this article, unless the context otherwise requires:

Sec. 1-75(1). "Adequate evidence" means more than mere accusation but less than substantial evidence. Consideration shall be given to the amount of credible information available, reasonableness in view of surrounding circumstances, corroboration, and other inferences that may be drawn from the existence or absence of affirmative facts.

Sec. 1-75(2). "Contract claim" means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, payment in a sum certain, adjustment or interpretation of contract terms, or other relief arising under or relating to the contract.

Sec. 1-75(3). "Filed" means delivery to the contract officer or to the Chief Procurement Officer, whichever is applicable. A time and date of receipt shall be documented in a verifiable manner for purposes of filing.

Sec. 1-75(4). "Governing instruments" means those legal documents that establish the existence of an organization and define its powers including articles of incorporation or association, constitution, charter and by-laws.

Sec. 1-75(5). "Interested party" means an actual or prospective bidder, respondent or offeror whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract or by the failure to award a contract. Whether an economic interest exists will depend upon the circumstances of each case. An interested party does not include a supplier, subconsultant or subcontractor to an actual or prospective bidder, respondent or offeror.

Sec. 1-75(6). "Receipt" means the earlier of actual receipt or the first attempted delivery by certified mail, or by any other means that provides evidence of the attempt, to the persons last known address.

Sec. 1-75(7). "Substantial evidence" means such relevant evidence as a reasonable person might accept as sufficient to support a particular conclusion.

Sec. 1-76. Authority of the Chief Procurement Officer.

The Chief Procurement Officer shall have the authority to settle and resolve protests and contract claims. Appeals from the decisions of the Chief Procurement Officer may be made to the Fire Chief pursuant to the provisions of this article.

Sec. 1-77. Right to protest.

Any actual interested party who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Procurement Officer.

Sec. 1-78. Filing of a protest.

Sec. 1-78 (1). "Content of protest". The protest shall be in writing and shall include the following information:

- (a) The name, address, telephone number and email address of the protestant;

- (b) The signature of the protestant or its representative;
- (c) Identification of the solicitation or contract number;
- (d) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) The form of relief requested.

Sec. 1-79. Time for filing protests.

Sec. 1-79(1). Protests concerning improprieties in a solicitation. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date.

Sec. 1-79(2). In cases other than those covered in subsection (1) of this section, protests shall be filed within seven (7) days after the aggrieved person knows or should have known of the facts giving rise thereto; however, in no event shall the protest be filed later than seven (7) days after issuance of intent to award.

Sec. 1-79(3). The Chief Procurement Officer, without waiving the Fire Authority's right to dismiss the protest for lack of timeliness, may consider any protest that is not filed timely.

Sec. 1-79(4). The Chief Procurement Officer shall give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties. Interested parties have the right to intervene.

Sec. 1-80. Stay of procurements during the protest.

In the event of a timely protest under Section 1-79, the Fire Authority may proceed further with the solicitation or with the award of the contract unless the Chief Procurement Officer makes a written determination that there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the Fire Authority.

Sec. 1-81. Confidential information.

Sec. 1-81(1). Material submitted by a protestant shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to Section 1-6.

Sec. 1-81(2). If the protestant believes the protest contains material that should be withheld, a statement advising the Chief Procurement Officer of this fact shall accompany the protest submission in accordance with Section 1-6.

Sec. 1-82. Decision by the Chief Procurement Officer.

Sec. 1-82(1). The Chief Procurement Officer shall issue a written decision within fourteen (14) days after a protest has been filed pursuant to Section 1-78. The decision shall contain an explanation of the basis of the decision.

Sec. 1-82(2). The Chief Procurement Officer shall furnish a copy of the decision to the protestant, by e-mail and/or certified mail, return receipt requested, or by any other method that provides evidence of receipt.

Sec. 1-82(3). The time limit for decisions set forth in subsection (1) of this section may be extended by the Fire Chief for a reasonable time not to exceed thirty (30) days. The Chief Procurement Officer shall notify the protestant in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.

Sec. 1-82(4). If the Chief Procurement Officer fails to issue a decision within the time limits set forth in subsection (1) or (3) of this section, the protestant may proceed as if the Chief Procurement Officer had issued an adverse decision.

Sec. 1-82(5). The Chief Procurement Officer's decision shall contain a statement regarding the appeals process that is available pursuant to this article.

Sec. 1-83. Remedies.

Sec. 1-83(1). If the Chief Procurement Officer sustains the protest in whole or part and determines that a solicitation, evaluation process, proposed contract award, or contract award does not comply with the procurement code, the Chief Procurement Officer shall implement an appropriate remedy.

Sec. 1-83(2). In determining an appropriate remedy, the Chief Procurement Officer shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to:

- (a) The seriousness of the procurement deficiency;
- (b) The degree of prejudice to other interested parties or to the integrity of the procurement process;
- (c) The good faith of the parties;
- (d) The extent of performance;
- (e) Costs to the Fire Authority;
- (f) The urgency of the procurement; and
- (g) The impact of the relief on the using department's mission.

Sec. 1-83(3). An appropriate remedy may include one or more of the following:

- (a) Reject all bids, responses or proposals;
- (b) Terminate the contract;
- (c) Reissue the solicitation;
- (d) Issue a new solicitation;
- (e) Award a contract consistent with the procurement code;
- (f) Such other relief as is determined necessary to ensure compliance with the General Law and this code.

Sec. 1-84. Appeals to the Fire Chief.

Sec. 1-84(1). Appeal. An appeal from a decision entered or deemed to be entered by the Chief

Procurement Officer shall be filed with the Fire Chief within seven (7) days from the date the decision is issued. The appellant shall also file a copy of the appeal with the Chief Procurement Officer.

Sec. 1-84(2). Content of appeal. The appeal shall contain:

- (a) The information set forth in Section 1-78, including the identification of confidential information in the manner set forth in Section 1-81;
- (b) A copy of the decision of the Chief Procurement Officer; and
- (c) The precise factual or legal error in the decision of the Chief Procurement Officer from which an appeal is taken.

Sec. 1-85. Notice of appeal.

Sec. 1-85(1). The Fire Chief shall give notice of the appeal to the successful contractor if award has been made or, if no award has been made, to interested parties. Such interested parties shall have the right to request copies of the appeal and to intervene in the proceedings.

Sec. 1-85(2). The Fire Chief shall, upon request, furnish copies of the appeal to those named in subsection (1) of this section subject to the provisions of Section 1-81.

Sec. 1-86. Stay of procurement during appeal.

If an appeal is filed during the procurement and before an award of a contract and the procurement or award of the contract was stayed by the Chief Procurement Officer pursuant to Section 1-80, the filing of an appeal shall automatically continue the stay unless the Fire Chief makes a written determination that the procurement or award of the contract without delay is necessary to protect substantial interests of the Fire Authority.

Sec. 1-87. Chief Procurement Officer's report.

Sec. 1-87(1). Report. The Chief Procurement Officer shall file a report on the appeal with the Fire Chief within seven (7) days from the date the appeal is filed. At the same time, Chief Procurement Officer shall furnish a copy of the report to the appellant by e-mail and/or certified mail, return receipt requested or any other method that provides evidence of receipt, and to any interested parties who have responded to the notice given pursuant to Section 1-85(2). The report shall contain copies of:

- (a) The appeal;
- (b) Any other documents that are relevant to the protest; and
- (c) A statement by the Chief Procurement Officer setting forth findings, actions, recommendations and any additional evidence or information necessary to determine the validity of the appeal.

Sec. 1-87(2). Extension for filing of report.

- (a) The Chief Procurement Officer may request in writing an extension of the time period setting forth the reason for extension.
- (b) The Fire Chief's determination on the request shall be in writing, state the reasons for the determination and, if an extension is granted, set forth a new date for the submission of the report. The Chief Procurement Officer shall notify the appellant in writing that the time for the submission of the report has been extended and the date by which the report will be submitted.

Sec. 1-87(3). Comments on report.

- (a) The appellant shall file comments on the Chief Procurement Officer's report with the Fire Chief within seven (7) days after receipt of the report. Copies of the comments shall be provided by the appellant to the Chief Procurement Officer and all other interested parties. The comments must contain a statement or confirmation as to the appellant's requested form of relief.
- (b) The Fire Chief may grant an extension on the time period to file comments pursuant to a written request made by the appellant within the period set forth in subsection (3)(a) of this section stating the reason an extension is necessary. The Fire Chief's determination on the request shall be in writing, state the reasons for the determination and, if the extension is granted, set forth a new date for the filing of comments. The Fire Chief shall notify the Chief Procurement Officer of any extension.

Sec. 1-88. Dismissal by the Fire Chief.

The Fire Chief shall dismiss, upon a written determination, an appeal if:

Sec. 1-88(1). The appeal does not state a valid basis, including a detailed statement of the legal and factual grounds, for protest; or

Sec. 1-88(2). The appeal is untimely pursuant to Section 1-84(1).

Sec. 1-89. Remedies.

If the Fire Chief sustains the appeal in whole or part and determines that a solicitation, evaluation process, proposed award, or award does not comply with the general law and/or this code, remedies may be implemented pursuant to Section 1-83.

Sec. 1-90. Filing of a contract claim.

Sec. 1-90(1). "Content of claim". The claim shall be in writing and shall include the following information:

- (a) The name, address, telephone number and email address of the claimant;
- (b) The signature of the claimant or its representative;
- (c) Identification of the solicitation or contract number;
- (d) A detailed statement of the legal and factual grounds of the claim including copies of relevant documents; and
- (e) The form of relief requested.

Sec. 1-91. Chief Procurement Officer's decision.

Sec. 1-91(1). Written decision. If a contract claim cannot be resolved by mutual agreement, the Chief Procurement Officer shall, upon a written request by the contractor for a final decision, issue a written decision no more than sixty (60) days after the request is filed. Before issuing a final decision, the Chief Procurement Officer shall review the facts pertinent to the contract claim or controversy and secure any necessary assistance from legal, financial, procurement, and other advisors.

Sec. 1-91(2). Final decision. The Chief Procurement Officer shall furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence

of receipt. The decision shall include:

- (a) A description of the claim;
- (b) A reference to the pertinent contract provision;
- (c) A statement of the factual areas of agreement or disagreement;
- (d) A statement of the Chief Procurement Officer's decision, with supporting rationale;
- (e) A statement regarding the appeals process that is available pursuant to this article.

Sec. 1-92. Issuance of a timely decision.

Sec. 1-92(1). The time limit for decisions set forth in Section 1-91(1) may be extended for good cause. The Chief Procurement Officer shall notify the contractor in writing that the time for the issuance of a decision has been extended and the date by which a decision is anticipated.

Sec. 1-92(2). If the Chief Procurement Officer fails to issue a decision within sixty (60) days after the request on a claim is filed or within the time prescribed under subsection (1) of this section, the contractor may proceed as if the Chief Procurement Officer had issued an adverse decision.

Sec. 1-93. Appeals to the Fire Chief.

Sec. 1-93(1). Appeal of final decision. An appeal of a final decision of a Chief Procurement Officer on a claim shall be filed with the Fire Chief within five (5) days from the date the decision is received. The appellant shall also file a copy of the appeal with the Chief Procurement Officer.

Sec. 1-93(2). Content of appeal. The appeal shall contain a copy of the decision of the Chief Procurement Officer and the basis for the precise factual or legal error in the decision of the Chief Procurement Officer from which an appeal is taken.

Sec. 1-93(3). Final decision, mediation service or arbitration. The Fire Chief may make the final decision in accordance with Section 1-97 or to refer to mediation services in accordance with Section 1-95 or refer to arbitration in accordance with Section 1-96.

Sec. 1-94. Fire Authority claims against a contractor.

All contract claims asserted by the Fire Authority against a contractor that are not resolved by mutual agreement shall promptly be referred by the Chief Procurement Officer to the Fire Chief for a final decision in accordance with Section 1-97, or mediation, in accordance with Section 1-95, or arbitration in accordance with Section 1-96.

Sec. 1-95. Mediation.

Contract claims may be resolved utilizing mediation services if the Fire Chief determines the use of such services is in the best interest of the Fire Authority.

Sec. 1-96. Arbitration.

Contract claims may be resolved utilizing arbitration if the Fire Chief determines the use of arbitration is in the best interest of the Fire Authority. The claim shall be settled by arbitration in accordance with the current construction industry arbitration rules of the American Arbitration Association or, at the option of the Fire Authority, in accordance with the provisions of the California Arbitration Act (CAA) (Cal. Civ. Proc. Code §§ 1280-1294.2) or the Federal Arbitration Act (FAA) (9 U.S.C. §§ 1-16, 201-208, 301-307).

Sec. 1-97. Final decision by the Fire Chief.

Sec. 1-97(1). The Fire Chief may affirm, modify, or reject the Chief Procurement Officer's decision in whole or in part, or make any other appropriate disposition.

Sec. 1-97(2). A decision by the Fire Chief shall be final. The decision shall be sent to all parties by e-mail, certified mail, return receipt requested or by any other method that provides evidence of receipt. If a stay was issued, the final decision by the Fire Chief shall lift any such stay, unless the Fire Chief determines that the continued stay is necessary to protect the substantial interest of the Fire Authority.

Sec. 1-98. Judicial review of protests or claims.

Any decision of the Fire Chief regarding a protest (§ 1-77 et seq.) or claim (§ 1-90 et seq.) under this code shall be final. Exhaustion of the procedures set forth in this code shall be a condition precedent to any person seeking judicial review of a final decision by the Fire Chief.

Sec. 1-99. Exclusive remedy.

Notwithstanding any law to the contrary, this article shall provide the exclusive procedure for asserting a claim or cause of action against the Fire Authority arising in relation to any procurement conducted under this code.

Secs. 1-100--1-115. Reserved.

ARTICLE X. COOPERATIVE PURCHASING

Sec. 1-116. Definitions.

In this article, unless the context otherwise requires:

Sec. 1-116(1). "Cooperative purchasing" means procurement conducted by, or on behalf of, more than one public procurement unit.

Sec. 1-116(2). "Eligible public procurement unit" means any state, county, city, town, and any other political subdivision, public authority, educational, health or other institution, and to the extent provided by law, any other entity which expends public funds for the procurement of supplies, services and construction, and any not-for-profit entity.

Sec. 1-117. Applicability.

Agreements entered into pursuant to this article shall be limited to the areas of procurement, warehousing or materials management.

Sec. 1-118. Cooperative purchasing authorized.

The Fire Authority may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more eligible procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to joint or multi-party contracts between public procurement unit and open-ended public procurement unit contracts that are made available to other public procurement units. Parties under a cooperative purchasing agreement may:

Sec. 1-118(1). Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction.

Sec. 1-118(2). Cooperatively use materials or services.

Sec. 1-118(3). Commonly use or share warehousing facilities, capital equipment and other facilities.

Sec. 1-118(4). Provide personnel, except that the requesting eligible procurement unit may pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.

Sec. 1-118(5). On request, make available to other eligible public procurement units informational, technical or other services that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational or technical services has the right to request reimbursement for the reasonable and necessary costs of providing such services.

The activities described in paragraphs (1) through (5) do not limit the activities of parties under a cooperative purchasing agreement.

Sec. 1-119. Cooperative purchasing source selection methods.

All cooperative purchasing conducted under this Article shall be through contracts awarded by a public agency through full and open competition, including use of source selection methods substantially equivalent to those specified in Article III (Source Selection and Contract Formation) of this code.

Secs. 1-120, 1-121. Reserved.

ARTICLE XI. RESERVED

Secs. 1-122--1-126. Reserved.

ARTICLE XII. ETHICS IN PUBLIC CONTRACTING

Sec. 1-127. Procurement Ethics Standards

Sec. 1-127(1). The Chief Procurement Officer, as well as those involved in Fire Authority procurement shall discharge their duties in accordance with high ethical standards by practicing their profession with integrity, honesty, truthfulness and adherence to the absolute obligation to safeguard the public trust.

Sec. 1-127(2). The Chief Procurement Officer, as well as those involved in Fire Authority procurement, shall be subject to the Conflict of Interest Code and subsequent amendments adopted by the Fire Authority.

Sec. 1-127(3). The Chief Procurement Officer shall adopt a Procurement Ethics Policy and Procedures applicable to all Fire Authority procurement functions.

Secs. 1-128--1-130. Reserved.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 23, 2021

Agenda Item No. 2F
Consent Calendar

**Resolution for Approval of the Joint Community Facilities Agreement
Relating to Fire Facilities at Rienda Master Planned Community**

Contact(s) for Further Information

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Summary

This agenda item is submitted for Board of Directors adoption of a resolution for approval of the Joint Community Facilities Agreement relating to Fire Facilities (Truck and Engine apparatus purchase) at Rienda Master Planned Community, Ranch Mission Viejo.

Prior Board/Committee Action(s)

None.

RECOMMENDED ACTION(S)

Adopt resolution authorizing the Fire Chief, or designee, to execute the Joint Community Facilities Agreement among the County of Orange, the Orange County Fire Authority, and RMV PA 3 Development, LLC relating to Fire Facilities at Rienda Master Planned Community. ***(Requires majority vote of the total membership of the board, pursuant to Cal. Gov't Code § 36936.)***

Impact to Cities/County

None.

Fiscal Impact

The Joint Community Facilities Agreement authorizes the Community Facilities District for Fire Facilities at Rienda Master Planned Community, when formed, to reimburse the OCFA for costs related to the acquisition of fire apparatus (one Truck and one Engine) serving future fire station No. 67.

Background

The purpose of this Agreement is to provide a mechanism by which the developer of the Rienda master planned community, RMV PA 3 Development LLC, may request the Community Facilities District 2021-1 (CFD), when formed, to issue bonds to provide funds for new Fire Facilities necessitated by the development. The Fire Facilities, specifically fire apparatus consisting of one Engine and one Truck for future fire station No. 67 Ranch Mission Viejo, would serve Rienda's approximately 950 residential units and 10.5 acres of commercial development. The Mello Roos Community Facilities Act of 1982, Chapter 2.5, requires the OCFA to be a party to this agreement because upon its completion, OCFA is responsible for acquisition of the fire apparatus and operation of Fire Station No. 67.

The Community Facilities District, for which the County will have primary responsibility for its formation and administration, would provide up to \$3,000,000 in bond proceeds to be disbursed for “Fire Facilities”. This amount may be increased by authority of the developer, RMV PA 3 Development. The Joint Community Facilities Agreement calls for bond proceeds to be paid directly to the OCFA to reimburse it for costs incurred in the acquisition of the Station 67 Fire Apparatus, which shall become and remain the property of OCFA. The Agreement permits disbursement of reimbursements up to 34 months following the issuance of the CFD bonds.

Recommendation

Adopt the submitted resolution authorizing the Fire Chief, or designee, to execute the Joint Community Facilities Agreement among the County of Orange, the Orange County Fire Authority, and RMV PA 3 Development, LLC relating to Fire Facilities at Rienda Master Planned Community.

Attachment(s)

1. Resolution approving Joint Community Facilities Agreement
2. Joint Community Facilities Agreement with County of Orange/RMV PA 3 Development, LLC

RESOLUTION NO. 21-XXX

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE ORANGE COUNTY FIRE AUTHORITY
APPROVING A JOINT COMMUNITY FACILITIES
AGREEMENT

WHEREAS, the Orange County Fire Authority (the “Authority”) is a public agency authorized by law to provide, own and operate the public facilities and equipment related to its governmental purpose within the boundaries of the Authority, including fire facilities and equipment described in that certain Secured Fire Protection Agreement (the Ranch Plan – Planning Area 2 through 10) between the Authority and RMV Community Development, LLC (the “Company”), which is maintained on file with the Clerk of the Authority and incorporated herein by this reference; and

WHEREAS, Company has requested the Board of Supervisors of the County of Orange (the “County”) to form and establish Community District No. 2021-1 of the County of Orange (Reinda) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Act”), for the purpose of financing a ladder truck and an engine truck (the “Fire Facilities”); and

WHEREAS, to enable the District to finance the Fire Facilities, Section 53316.2 of the Act requires that the Authority and the County enter into a joint community facilities agreement (“JCFA”) prior to the formation of the District; and

WHEREAS, the Authority has determined that it is necessary and desirable to enter into that certain JCFA by and among the Authority, the Company and the County, attached hereto as Exhibit “A” to authorize the District to contribute revenue to the acquisition of the Fire Facilities in accordance with the Act.

NOW, THEREFORE, the Board of Directors of the Orange County Fire Authority DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION I. Each of the above recitals is true and correct.

JOHN DAVID SHAWVER,
CHAIR

MARIA HUIZAR,
Clerk of the Authority

STATE OF }
CALIFORNIA COUNTY } ss.
OF ORANGE CITY OF }
ORANGE }

MARIA HUIZAR, CMC
Clerk of the Authority

Exhibit “A”

Proposed Joint Community Facilities Agreement

JOINT COMMUNITY FACILITIES AGREEMENT

among

**COUNTY OF ORANGE
and
ORANGE COUNTY FIRE AUTHORITY
and
RMV PA 3 DEVELOPMENT, LLC,
a Delaware Limited Liability Company
relating to**

**COMMUNITY FACILITIES DISTRICT NO. 2021-1
OF THE COUNTY OF ORANGE
(Rienda)**

JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (the “Agreement”) is entered into effective as of the 1st day of _____, 2021, by and among the COUNTY OF ORANGE, a political subdivision of the State of California (the “County”), the ORANGE COUNTY FIRE AUTHORITY, a California Joint Powers Authority (the “Fire Authority”), and RMV PA 3 DEVELOPMENT, LLC, a Delaware limited liability company (the “Company”), and relates to the proposed formation by the County of COMMUNITY FACILITIES DISTRICT NO. 2021-1 OF THE COUNTY OF ORANGE (Rienda) (the “District”) for the purpose of financing certain facilities more particularly described on Exhibit A hereto (the “Fire Facilities”) to be constructed and/or acquired by, or on behalf of, the Fire Authority.

RECITALS:

A. The Company is the master developer of the land described in Exhibit B hereto (the “Property”) which is located in the unincorporated area of the County of Orange and is being developed into the master-planned community known as “Rienda.”

B. The Company as the master developer of the Property intends to obtain, or has obtained, the necessary development approvals to construct approximately 950 residential units and approximately 10.577 acres of commercial development on the Property and to provide the required infrastructure for such units and development.

C. The County will have primary responsibility for the formation and administration of the District.

D. The Company has requested the Board of Supervisors of the County (the “Board”) to form and establish the District on a portion of the Property pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part I of Division 2 of Title 5 of the California Government Code (the “Act”).

E. The provision of the Fire Facilities is necessitated by the development of the Property and the parties hereto find and determine that the residents residing within the boundaries of the District will be benefited by the construction and/or acquisition of the Fire Facilities and that this Agreement is beneficial to the interests of such residents and other residents of the County.

F. The parties hereto intend to have the District assist in financing the construction and/or acquisition of the Fire Facilities by disbursing to the Fire Authority proceeds of bonds issued by the District up to the amount of \$3,000,000 (the “Fire Facilities Amount”).

G. The District, when formed, is authorized by California Government Code Section 53313.5 to assist in the financing of the acquisition and/or construction of the Fire Facilities. This Agreement constitutes a joint community facilities agreement, within the meaning of California Government Code Section 53316.2, by and among the County, the Fire Authority and the Company, pursuant to which the District, when formed, will be authorized to finance the costs of the construction and/or acquisition of the Fire Facilities in the amount of up to the Fire Facilities Amount. As authorized by California Government Code Section 53316.6, responsibility for

constructing and/or acquiring, providing for and operating the Fire Facilities is delegated to the Fire Authority to the extent set forth herein.

H. The parties hereto intend to have the District assist in financing the Fire Facilities by transferring to the Fire Authority (or directly to others at the Fire Authority's request) a portion of the bond proceeds of the District, in accordance with the terms of this Agreement and pursuant to the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.
2. Proposed Formation of the District. At the request of the Company, the County will undertake to analyze the appropriateness of forming the District to finance the Fire Facilities and other facilities. The County will retain, at the Company's expense, the necessary consultants to analyze the proposed formation of the District, including an engineer, special tax consultant, bond counsel, appraiser and other consultants deemed necessary by the County.
3. Sale of Bonds and Use of Proceeds. The purpose of this Agreement is to provide a mechanism by which the Company may request the District to issue bonds to provide funds to finance the Fire Facilities.

In the event that the District is formed, the Board of the County, acting as the legislative body of the District, may, in its sole discretion, finance the construction and acquisition of the Fire Facilities by issuing bonds (the "Bonds"). To the extent the District determines, in its sole discretion, that Bond proceeds are available to finance the Fire Facilities, it shall reserve an amount not to exceed the Fire Facilities Amount for such purpose; provided, however, that the Fire Authority agrees that, without the prior written consent of the Company, the Fire Facilities Amount to be funded by the District shall not exceed \$3,000,000. Upon consent of the Company, the Fire Facilities Amount may be increased. In the event that any proceeds of the Bonds (including interest earnings thereon) reserved to pay for Fire Facilities have not been disbursed by the date that is thirty-four (34) months following the date of issuance of the Bonds, the District may, in its sole discretion, apply any remaining undisbursed amount to pay principal due on the Bonds at maturity or by redemption.

The Company and the Fire Authority acknowledge that the timing of the disbursement of the Fire Facilities Amount to the Fire Authority (or directly to others at the Fire Authority's request) shall be in all respects subject to the sole discretion and approval of the County. In no event will an act, or an omission or failure to act, by the County or the District with respect to the disbursement or non-disbursement of the Fire Facilities Amount subject the District or the County to pecuniary liability hereunder.

The Bonds shall be issued only if, in its sole discretion, the Board determines that all requirements of state and federal law and all County policies have been satisfied or have been waived by the County. In no event shall the Company or the Fire Authority have a right to compel

the issuance of the Bonds. This Agreement does not release Company from any obligation it may have to provide any Fire Facilities.

4. Disbursements.

(a) Bond proceeds of the District designated for the Fire Facilities shall be held by the District or the Trustee for the Bonds in a special fund (the "Fire Facilities Account of the Acquisition and Construction Fund") which shall be invested by the County Treasurer or the Trustee for the Bonds at the direction of the District, as applicable, and earn and accumulate its own interest. In the event that the District has deposited Bond proceeds to the Fire Facilities Account of the Acquisition and Construction Fund to fund all or a portion of the Fire Facilities Amount, the County shall notify the Fire Authority and the Company, in writing, as to the amount of Bond proceeds so deposited. All interest earnings on amounts in the Fire Facilities Account of the Acquisition and Construction Fund shall remain in the Fire Facilities Account of the Acquisition and Construction Fund and will be available for disbursement for the Fire Facilities as described below.

(b) The County Treasurer or the District shall cause the Trustee for the Bonds, as applicable, to make disbursements from the Fire Facilities Account of the Acquisition and Construction Fund in accordance with the terms of this Agreement and neither the County nor the District shall be responsible to the Fire Authority for costs incurred by the Fire Authority as a result of withheld or delayed disbursements.

(c) The Fire Authority agrees that it will request a disbursement of Bond proceeds only for costs related to the Fire Facilities that are eligible for financing under the Act, which include the cost of acquiring the Fire Facilities. The Fire Authority agrees that prior to requesting disbursement from the District it shall review and approve all costs included in its request, and either the Fire Authority or third parties involved with the acquisition of the Fire Facilities will have already paid or incurred such costs of the Fire Facilities. Bond proceeds shall be paid directly to the Fire Authority only to reimburse it for costs previously paid by the Fire Authority. All other Bond proceeds to be disbursed shall be paid at the direction of the Fire Authority to third parties, which may include the Company, who have previously paid or incurred costs of the Fire Facilities. The Fire Authority agrees that in processing disbursements it will comply with all legal requirements for the expenditure of Bond proceeds under the Act and the Internal Revenue Code of 1986 and any amendments thereto. Further, the Company agrees that if it requests that the Fire Authority make any submissions for a disbursement under this Agreement for any Fire Facilities constructed or acquired by the Company, the Company will have already paid for or incurred the costs included in such disbursement request, and the Company will comply with all legal requirements for the expenditure of Bond proceeds under the Act and the Internal Revenue Code of 1986 and any amendments thereto in connection with the construction and/or acquisition of such Fire Facilities. Without limiting the foregoing, if the Fire Authority elects to purchase the Fire Facilities from a third party, the Fire Authority may request disbursements in connection with improvements based upon the discrete portion or phases of a partially completed project as set forth on Exhibit A and as permitted by California Government Code Section 53313.51. In such event, (i) the discrete portions or phases shall be constructed and/or acquired (to the extent applicable) pursuant to plans, standards, specifications and other requirements that satisfy the provisions of Section 5 below, (ii) the price for each discrete portion or phase shall

equal the lesser of the cost or the value thereof, and shall be in no event in excess of the amount set forth on Exhibit A, and (iii) the Fire Authority shall have inspected and approved of such discrete portion or phase and accepted conveyance or dedication thereof (or shall have an irrevocable commitment to convey or dedicate for the Fire Authority's benefit), all pursuant to the Fire Authority's normal procedures and in accordance with California Government Code Section 53313.51.

(d) The Fire Authority will not use or permit the Fire Facilities to be used for any activity that would constitute a "Private Use" in violation of legal requirements for the expenditure of Bond proceeds under the Act and the Internal Revenue Code of 1986 and any amendments thereto. The Fire Authority understands (i) that the term "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than governmental entities; (ii) that the leasing of the Fire Facilities or access by persons or entities other than a governmental unit on a basis other than as a member of the general public ("General Public Use") would constitute a Private Use; and (iii) that the use of the Fire Facilities in a trade or business would constitute a General Public Use only if the Fire Facilities are intended to be available and are in fact reasonably available for use on the same basis by natural persons not engaged in a trade or business. The Fire Authority represents to the District that the Fire Authority's employer identification number is 330743140. If any proceeds of a series of Bonds will be applied to finance the Fire Facilities, in connection with the issuance of such Bonds, the Fire Authority agrees that it shall provide to the District a certificate confirming the representations contained in clauses (i) and (ii) of this Section 4(d) and such other matters as the District may reasonably request upon which the District and its bond counsel may rely in connection with the issuance of such Bonds and their conclusion that interest on such Bonds is not included in gross income for purposes of federal income taxation.

(e) The Fire Authority agrees to maintain adequate internal controls over its payment function and to maintain accounting records in accordance with generally accepted accounting procedures. The District and the County shall have the right to conduct their own audit of the Fire Authority's records related to the expenditure of the Fire Facilities Amount at reasonable times during normal business hours.

(f) The Fire Authority shall submit a request for payment to the District along with adequate supporting documentation acceptable to the District which shall be in the form attached hereto as Exhibit C (a "Disbursement Request"), which shall be signed by the Fire Chief, or written designee, and which shall be for the exact amount to be reimbursed to the Fire Authority (or to other parties, with the name and address to which such reimbursement should be made), which costs shall in no event exceed the amount remaining on deposit in the Fire Facilities Account of the Acquisition and Construction Fund. Upon receipt of an approved Disbursement Request completed in accordance with the terms of this Agreement, the District shall make an electronic transfer of such portion of requested funds as are then available for release pursuant to the documents pursuant to which the Bonds are issued to the Fire Authority's bank account (or to such other party or such other parties' bank account, as directed by the Fire Authority).

(g) If, for any reason whatsoever, there are insufficient funds to complete the Fire Facilities, or any portion thereof, neither the County nor the District shall have any obligation to fund any such shortfall under this Agreement.

5. Construction and Ownership of Facilities. The Fire Authority will be responsible for acquiring the Fire Facilities, and will be responsible for inspecting the Fire Facilities. The Fire Authority covenants and agrees that with respect to the Fire Facilities it will comply with all statutory provisions applicable to the design, construction and/or acquisition of public works projects (to the extent applicable). The Fire Facilities shall be and remain the property of the Fire Authority.

6. Indemnification. The County shall assume the defense of, indemnify and save harmless, the Fire Authority, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the County with respect to this Agreement and the issuance of the Bonds. No provision of this Agreement shall in any way limit the extent of the County's responsibility for payment of damages resulting from the operations of the County and its contractors; provided, however, that the County shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees. The Fire Authority shall assume the defense of, indemnify and save harmless, the County, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the Fire Authority with respect to this Agreement, the use of proceeds of the Bonds by the Fire Authority pursuant to this Agreement and the design, engineering, inspection, construction, acquisition and operation of the Fire Facilities. No provision of this Agreement shall in any way limit the extent of the Fire Authority's responsibility for payment of damages resulting from the operations of the Fire Authority and its contractors; provided, however, that the Fire Authority shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees.

7. Allocation of Special Taxes. The Board, as the legislative body of the District, shall annually levy a special tax as provided for in the formation proceedings of the District. The entire amount of any special tax levied by the District to repay Bonds, or to fund other obligations, shall be allocated to the District.

8. Amendment. This Agreement may be amended at any time but only in writing signed by each party hereto.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

10. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

County: County of Orange
601 N. Ross Street, 3rd Floor

Santa Ana, California 92701
Attn: Land Development Division Manager

With a copy to: County Executive Office
333 West Santa Ana Blvd., Third Floor
Santa Ana, California 92701
Attn: Public Finance Director

Fire Authority: Orange County Fire Authority
1 Fire Authority Road
P.O. Box 57115
Irvine, California 92619-7115
Attn: Brian Fennessy, Fire Chief

Company: RMV PA 3 Development, LLC
c/o Rancho Mission Viejo
28811 Ortega Highway
San Juan Capistrano, California 92693
Attn: Elise Millington

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other parties hereto.

11. Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

12. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

13. Governing Law and Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

14. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other parties hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other parties with the terms of this Agreement thereafter.

15. No Third Party Beneficiaries. No person or entity other than the District, when and if formed, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the Fire Authority, the County, the District and the Company (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

16. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and first year written above.

COUNTY OF ORANGE

By: _____
Chair of the Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel
Orange County California

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF THE BOARD PER
G.C. SEC 25103, RESOLUTION 79-1535

By: _____
Deputy

By: _____
Clerk of the Board of Supervisors
County of Orange, California

ORANGE COUNTY FIRE AUTHORITY

By: _____
Its: _____

By: _____
Its: _____

Approved as to Form:

By: _____

RMV PA 3 DEVELOPMENT, LLC, a Delaware
limited liability company

By: RANCHO MISSION VIEJO, LLC, a
Delaware limited liability company, its
authorized agent and manager

By: _____
Elise L. Millington
Executive Vice President and Chief
Financial Officer

By: _____
Jeremy T. Laster
Chief Operating Officer

EXHIBIT A
DESCRIPTION OF FIRE FACILITIES

Fire Facilities	Prices
a) Ladder Truck #1	\$2,100,000
b) Engine Truck #2	\$ 900,000
Grand Total	<u><u>\$3,000,000</u></u>

EXHIBIT B

DESCRIPTION OF PROPERTY

Real property in the Unincorporated Area, County of Orange, State of California, described as follows:

TENTATIVE TRACT NO. 17931, BEING A DIVISION OF THE FOLLOWING:

BEING PORTIONS OF PARCELS 59, 60 92, 93, 98, 99, 100 AND 101 OF CERTIFICATE OF COMPLIANCE CC 2011-01, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, RECORDED DECEMBER 27, 2011 AS INSTRUMENT NO. 2011000677171 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING ANY AND ALL RIPARIAN, APPROPRIATIVE, OVERLYING OR OTHER WATER AND WATER RIGHTS AND ANY AND ALL INTERESTS IN SUCH WATER, INCLUDING SURFACE WATER, SUBSURFACE UNDERFLOW, AND PERCOLATING GROUNDWATER APPURTENANT OR RELATING TO SAID LAND, CONVEYED TO RANCHO MISSION VIEJO MUTUAL WATER COMPANY, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION IN DEED RECORDED APRIL 23, 2012 AS INSTRUMENT NO. 2012000230675 OF OFFICIAL RECORDS.

APN: PORTION OF 125-165-34 THROUGH 125-165-45, INCLUSIVE

AND

TENTATIVE TRACT NO. 17932, BEING A DIVISION OF THE FOLLOWING:

PORTIONS OF PARCELS 90, 91, 92, 93, 94, 99 & 100, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON CERTIFICATE OF COMPLIANCE CC 2011-01, RECORDED DECEMBER 27, 2011 AS INSTRUMENT NO. [2011000677171](#) OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; TOGETHER WITH LOTS U, AA, R1 AND R2 OF TRACT NO. [17931](#), AS SHOWN ON A MAP FILED IN [BOOK 991, PAGES 9 THROUGH 35](#), OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING ANY AND ALL RIPARIAN, APPROPRIATIVE, OVERLYING OR OTHER WATER AND WATER RIGHTS AND ANY AND ALL INTERESTS IN SUCH WATER, INCLUDING SURFACE WATER, SUBSURFACE UNDERFLOW, AND PERCOLATING GROUNDWATER APPURTENANT OR RELATING TO SAID LAND, CONVEYED TO RANCHO MISSION VIEJO MUTUAL WATER COMPANY, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION IN DEED RECORDED APRIL 23, 2012 AS INSTRUMENT NO. [2012000230675](#) OF OFFICIAL RECORDS.

APN: 125-165-37; 125-165-38; 125-165-39; 125-165-40; 125-165-41; 125-165-44 AND 125-165-45

EXHIBIT C

DISBURSEMENT REQUEST FORM

1. Community Facilities District No. 2021-1 of the County of Orange (Rienda) ("CFD No. 2021-1") is hereby requested to pay from the Fire Facilities Account of the Acquisition and Construction Fund established by the Board of Supervisors of the County of Orange (the "County") in connection with its CFD No. 2021-1 Special Tax Bonds (the "Bonds"), directly to the person or entity listed below, as Payee, the sum set forth below in payment of project costs described below:

Payee: _____ Amount: \$ _____

Payee: _____ Amount: \$ _____

Payee: _____ Amount: \$ _____

2. The undersigned certifies that the amount requested has been expended for the purposes of constructing, acquiring and/or completing Fire Facilities. The amount requested is (or was) due and payable under a purchase order, contract or other authorization with respect to the project costs described below and has not formed the basis of a prior request or payment. The Fire Authority has confirmed that the Fire Facilities are comprised of fire trucks and other equipment eligible under the Act.

3. Description of Fire Facilities Costs:

4. The amount set forth is authorized and payable pursuant to the terms of the Joint Community Facilities Agreement among the County, RMV PA 3 Development, LLC and the Fire Authority dated as of _____ 1, ____ (the "Agreement"). Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

5. Total payments from CFD No. 2021-1, including the amount to be paid under paragraph 1 above, will not exceed the maximum amount to be disbursed from the Fire Facilities Account of the Acquisition and Construction Fund for the Fire Facilities under the Agreement.

Executed by an authorized representative of the Fire Authority.

By: _____

Name: _____

Title: _____

Date: _____

Request No. _____



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 23, 2021

Agenda Item No. 2G
Consent Calendar

Amendments to the Personnel & Salary Resolution

Contact(s) for Further Information

Lori Zeller, Deputy Chief
Administration & Support Bureau

lorizeller@ocfa.org

714.573.6020

Stephanie Holloman, Assistant Chief/
Human Resources Director

stephanieholloman@ocfa.org

714.573.6353

Summary

This agenda item is submitted to make amendments to the Personnel & Salary Resolution Part 3, Article I, Section 5(E) – CalPers Health Care to reflect a change in the timing of health premium credit payments. The proposed change has no impact on the annual value of the payments, it only impacts the frequency and timing of payments.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Review and approve the amendments to the Personnel & Salary Resolution, Part 3, Article I, Section 5(E) – CalPers Health Care.

Impact to Cities/County

Not applicable.

Fiscal Impact

Not applicable.

Background

The Personnel & Salary Resolution, Part 3, Article I, Section 5(E) defines the terms and conditions of employment for Executive Management employees, specific to the CalPers Health Care Plan. Currently, employees are entitled to a credit of \$55 paid every two weeks upon providing proof of alternate health care coverage, in lieu of employer provided health insurance. This credit may be cashed out or applied towards benefits offered under the Cafeteria Plan.

The Benefits and Payroll Teams have worked closely to transition the processing of all deductions and earnings (including taxable cash) from 26 pay periods to (every two weeks) 24 pay periods (twice a month). This change allows for consistent handling of items and streamlines the process for both divisions. This change has been implemented for all other bargaining units through the meet and confer process to ensure consistency across the organization. It has no impact on the annual value of benefits, but rather only impacts the timing of payments. This change is effective with Pay Period #1 which begins December 17, 2021.

In order to effectuate this change for the Executive Management group, staff is requesting the Board to adopt this amendment to the language in Part 3, Article I, Section 5(E) as proposed.

Attachment(s)

Proposed Personnel & Salary Resolution

PERSONNEL AND SALARY RESOLUTION

ORANGE COUNTY FIRE AUTHORITY

Revisions Approved by the Board of Directors ~~May 23, 2019~~ September 23, 2021
~~Effective August 1, 2019~~
(Amendments to Part 3, Article I, Section (5)(E) ~~& and to~~
~~Appendix B~~ Only)

PART 3 - EXECUTIVE MANAGEMENT
ARTICLE I

TERMS AND CONDITIONS OF EMPLOYMENT

Section 5. CalPERS Health Care

- A. The Authority shall continue to maintain its contract with the California Public Employees Retirement System (CalPERS) for employees' health care coverage.
- B. Except as provided in Sections 5.C.1 and 5.C.2 of this Article, the Authority shall contribute toward the payment of health care premiums under the CalPERS Health Benefits Plan on behalf of each eligible active employee and each eligible retiree, an equal contribution as set forth in California Government Code Section 22892.
- C. The Authority shall continue to maintain its Section 125 Cafeteria Plan for active eligible employees and pay the following amounts for employees' health care coverage and other benefits:
 - 1. Except as modified in Section 5.D. of this Article, each full-time (regular, limited-term, or probationary) employee shall receive the dollar value of one hundred percent (100%) of the employee's health plan premium or seventy-five percent (75%) of the total health plan premium selected by the employee, whichever is greater. That amount shall include the contribution towards the employee's Cafeteria Plan as set forth in California Government Code Section 22892. The employee may elect to contribute the entire value to his/her health care premium or allocate a portion of the value to other benefits offered under the Cafeteria Plan. If the employee elects to allocate part of the value to other benefits, any unpaid balance of the employee's health care premium shall be deducted from the employee's paycheck.
 - 2. Except as modified in Section 5.D. of this Article, each part-time (regular, limited-term, or probationary) employee shall receive the dollar value of fifty percent (50%) of the employee's health plan premium or thirty-seven and five-tenths percent (37.5%) of the total health plan premium selected by the employee, whichever is greater, and that amount shall include the contribution towards the employee's Cafeteria Plan as set forth in California Government Code Section 22892, provided the employee's normal workweek consists of at least twenty (20) hours. Health care coverage and other benefits provided as part of the Cafeteria Plan shall be terminated for any employee whose normal workweek is reduced to less than twenty (20) hours. The employee may elect to contribute the entire value to his/her health care premium or allocate a portion of the value to other benefits offered under the Cafeteria Plan. If the employee elects to allocate part of the value to other benefits, any unpaid balance of the employee's health care premium shall be deducted from the employee's paycheck.
- D. For employees who are on approved Family Leave, the Authority shall continue to pay health insurance premiums as provided in Sections 5.C.1 and 5.C.2 of this Article to the extent required by applicable law.

- E. Upon showing sufficient proof of alternate health care coverage, such as a certificate of coverage, a full-time or part-time (regular, limited-term or probationary) employee shall be entitled to a fifty-five (55) dollar biweekly credit to his/her Cafeteria Plan, in lieu of the amount provided in Sections 5.C.1 and 5.C.2 of this Article. Effective plan year 2022, this credit will transition to a bimonthly credit of fifty-nine dollars and fifty-eight cents (\$59.58). This credit may be applied towards benefits offered under the Cafeteria Plan, including accidental death and dismemberment insurance or miscellaneous pay.
- F. For 2016, the Director of Communications and the Human Resources Director shall receive a monthly cash allotment in the amount of one thousand six hundred fifty three dollars and fifty four cents (\$1,653.54) to be applied toward health care coverage and other benefits. The amount shall be adjusted annually each January in the amount equal to the average percentage increase of CalPERS Health Plans for that year. The average percentage increase shall be computed by averaging the increase in CalPERS Health Plans in which the employees are eligible to participate, with the exclusion of the Plan with the highest premium. In addition to purchasing health care coverage, the Director of Communications and the Human Resources Director, at his/her option, may receive any or all remaining funds in cash or defer such funds to an Authority offered Deferred Compensation Plan.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 23, 2021

Agenda Item No. 2H
Consent Calendar

**Ratification of Agenda Items Acted Upon by the
Board of Directors on June 24, 2021 after 10:30 p.m.**

Contact(s) for Further Information

David Kendig, General Counsel

dkendig@wss-law.com

714-415-1083

Summary

This item is prepared at the unanimous direction of Board of Directors to ratify all of the items acted upon after 10:30 p.m. at the Board's June 24, 2021 meeting.

Prior Board/Committee Action

At the June 24, 2021, Board meeting, the Board approved a motion in closed session to extend the Board's 10:30 p.m. curfew. That motion was approved at 10:34 p.m. That action was reported out in open session, and the Board proceeded to discuss and approve items on its open session agenda.

At the July 23, 2021, Special Meeting of the Board, the Board unanimously rescinded the June 24, 2021 action to suspend the 10:30 p.m. curfew and directed staff to agendize those matters that were acted upon after 10:30 p.m. on June 24, 2021 for ratification at the Board of Directors' next regular Board meeting.

RECOMMENDED ACTION(S)

Ratify the approval of the following agenda items approved after 10:30 p.m. at the June 24, 2021, Board of Directors meeting:

- 2A. Minutes from the May 27, 2021, Regular Meeting of the Board of Directors
- 2B. Third Quarter Purchasing Report
- 2C. Updated Cost Reimbursement Rates
- 2D. 2020/21 Year End Budget Adjustment
- 3A. Mutual Aid Agreement with Los Alamitos Joint Forces Training Base (JFTB)
- 3B. Fire Chief's Discretionary Bonus Upon Completion of Third Full Year of Service
- 4A. Fiscal Year 2021/22 Proposed Budget

Impact to Cities/County

Not Applicable.

Fiscal Impact

None

Background

At the July 23, 2021, Special Meeting of the Board, the Board by vote of 21-0 (Directors Bourne, Muller, O'Neill, and Sedgwick absent) cured and rescinded the June 24, 2021 Closed Session motion to suspend the 10:30 p.m. curfew. Staff was directed to agendize the ratification of all items that occurred after 10:30 p.m. on June 24th, which included:

2. CONSENT CALENDAR

On motion of Director Ward and second by Director Kalmick, and following a roll call vote, declared Agenda Item 2A-2D passed 20-0 (Directors Bourne, Hasselbrink, Lopez, O'Neill, and Sedgwick absent).

A. Minutes from the May 27, 2021, Regular Meeting of the Board of Directors (FILE 11.06)

Action: Approve as submitted.

B. Third Quarter Purchasing Report (FILE 11.10H1)

Action: Receive and file the report.

C. Updated Cost Reimbursement Rates (FILE 15.12)

Action: Approve and adopt the proposed Cost Reimbursement Rate schedules to be effective July 1, 2021.

D. FY 2020/21 Year End Budget Adjustment (FILE 15.04)

Action: Approve and authorize FY 2020/21 budget adjustments to increase net revenues by \$4,494,276 and net appropriations by \$3,535,745 as further described in this staff report.

3. DISCUSSION CALENDAR

A. Mutual Aid Agreement with Los Alamitos Joint Forces Training Base (JFTB) (FILE 18.09D)

On motion of Director Kalmick and second by Director Tettermer, and following a roll call vote, declared approved 20-0 (Directors Bourne, Hasselbrink, Lopez, O'Neill, and Sedgwick absent) to:

1. Approve and authorize the Fire Chief or his designee to execute the proposed Mutual Aid Agreement with the Joint Forces Training Base, Los Alamitos in a form acceptable to OCFA legal counsel.
2. Approve and authorize the revision to the QRF program budget by \$150,000 to reflect the estimated JFTB facilities use reimbursement costs.

*Director Tettermer amended motion to reflect amount of \$23,646 per month as presented by Assistant Chief Ruane.

B. Fire Chief's Discretionary Bonus Upon Completion of Third Full Year of Service (FILE 17.10A2)

On motion of Chair Shawver and second by Director Ward, and following a roll call vote, declared approved 11-5 (Directors Bartlett, Kuo, Rains, Tettermer, Wagner opposed, Directors Bourne, Gamble, Hasselbrink, Lopez, Muller, O'Neill, Rossini, Sedgwick,

absent, and Director Clark abstained) to approve the discretionary bonus to the Fire Chief of \$20,000.

4. PUBLIC HEARING

A. Review of the Fiscal Year 2021/22 Proposed Budget (FILE 15.04)

On motion of Director Kuo and Second by Chair Shawver, and following a roll call vote, declared approved 17-1 (Directors Bourne, Hasselbrink, Lopez, Muller, O'Neill, Rossini, Sedgwick absent, and Director Bartlett opposed) to:

1. Conduct a Public Hearing.
2. Adopt the FY 2021/22 Proposed Budget as submitted.
3. Adopt the resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING AND APPROVING THE APPROPRIATIONS BUDGET FOR THE ORANGE COUNTY FIRE AUTHORITY FOR FISCAL YEAR 2021/22.
4. Approve and authorize the temporary transfer of up to \$90 million from the Fund 190 Workers' Compensation Reserve Fund to the General Fund 121 to cover a projected temporary cash flow shortfall for FY 2021/22.
5. Approve and authorize the repayment of \$90 million borrowed funds from Fund 121 to Fund 190 along with interest when General Fund revenues become available in FY 2021/22.
6. Approve transfers from the General Fund 121 to CIP Funds and Settlement Agreement Fund totaling \$17,032,518.

Referenced Agenda Reports

The Agenda Reports for the items referenced from the June 24, 2021 Board of Directors Meeting are available at the OCFA's public website at:

https://ocfastorage.azurewebsites.net/Uploads/BoardAgendaAndMinutes/2021/Board/sr_bd210624-packet.pdf :

- 2A. Minutes from the May 27, 2021, Regular Meeting of the Board of Directors
- 2B. Third Quarter Purchasing Report
- 2C. Updated Cost Reimbursement Rates
- 2D. 2020/21 Year End Budget Adjustment
- 3A. Mutual Aid Agreement with Los Alamitos Joint Forces Training Base (JFTB)
- 3B. Fire Chief's Discretionary Bonus Upon Completion of Third Full Year of Service
- 4A. Fiscal Year 2021/22 Proposed Budget

Attachment(s)

1. Minutes of the Regular Meeting of the Board of Directors held on June 24, 2021
2. Minutes of the Special Meeting of the Board of Directors held on July 23, 2021

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting
Thursday, June 24, 2021
6:00 P.M.**

**Regional Fire Operations and Training Center Board Room
1 Fire Authority Road
Irvine, CA 92602-0125**

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on June 24, 2021, at 6:00 p.m. by Chair Shawver.

INVOCATION

The invocation was led by Chaplain Jeff Hetschel.

PLEDGE OF ALLEGIANCE

Director Hatch led the Assembly in the Pledge of Allegiance to the Flag.

ROLL CALL

Dave Shawver, Stanton, Chair
Lisa Bartlett, County of Orange*
Ross Chun, Aliso Viejo*
Letitia Clark, Tustin*
Anthony Kuo, Irvine
Joe Muller, Dana Point*
Sunny Park, Buena Park*
Vince Rossini, Villa Park*
Tri Ta, Westminster*
Kathleen Ward, San Clemente
Shelley Hasselbrink, Los Alamitos*

Michele Steggell, La Palma, Vice Chair
Donald P. Wagner, County of Orange
Gene Hernandez, Yorba Linda*
Joe Kalmick, Seal Beach
Frances Marquez, Cypress*
John R. O'Neill, Garden Grove*
Sandy Rains, Laguna Niguel*
Ed Sachs, Mission Viejo*
Mark Tettermer, Lake Forest
Noel Hatch, Laguna Woods
Carol Gamble, Rancho Santa Margarita*

Absent: Troy Bourne, San Juan Capistrano
Don Sedgwick, Laguna Hill

Jessie Lopez, Santa Ana

Also present were:

Fire Chief Brian Fennessy
Deputy Chief Kenny Dossey
Assistant Chief Robert Cortez
Assistant Chief Lori Smith
General Counsel David Kendig
Asst. Clerk Martha Halvorson

Deputy Chief Lori Zeller
Assistant Chief Randy Black
Assistant Chief Jim Ruane
Assistant Chief Phil Johnson
Assistant Chief Stephanie Holloman
Dir. of Communications Colleen Windsor

**Board Members participating via teleconferencing*

REPORTS

A. Report from the Budget and Finance Committee Chair (FILE 11.12)

Budget and Finance Chair Joe Muller reported at the June 9, 2021, regular meeting, the Committee reviewed and approved placing the Updated Cost Reimbursement Rates, FY 2020/21 Year End Budget Adjustment, and Third Quarter Purchasing Report on the agenda for the Board of Directors June 24, 2021, meeting for approval of the recommended actions. The Committee considered the agenda item Responses to Board of Director's Questions and Comments Made During the Review of the Fiscal Year 2021/22 Proposed Budget. Following the review and discussion of the responses and information provided, by a 7-0 vote, the Committee directed staff to include the information with the June Fiscal Year 2021/22 Proposed General Fund and Capital Improvement Program (CIP) Budget for the Board of Directors June 24, 2021, meeting.

Report from the Fire Chief (FILE 11.14)

Fire Chief Brian Fennessy reported last week the Quick Reaction Force (QRF) Program was launched with a press conference and demonstration held at Los Alamitos Joint Forces Training Base. It included Ventura County Fire, Los Angeles Fire, OCFA, and Southern California Edison. Academy 52 Graduation was held last week, notably the first time all 47 firefighter trainees passed the academy. Many thanks to the Academy Cadres led by Captain Levi Medina, and thanks to those Board Members who were able to attend as well.

PUBLIC COMMENTS

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

CLOSED SESSION (FILE 11.15)

CS1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54954.5: Fire Chief

CS2. CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6

Chief Negotiators:

Board Chair Shawver, Vice Chair Steggell,
Immediate Past Board Chair Hasselbrink and Budget
& Finance Committee Chair Muller

Position:

Fire Chief

CS3. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION pursuant to paragraph (2) and (3) of subdivision (d) of Section 54956.9 of the Government Code: Two (2) Cases

CS4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code: Desiree Horton v. OCFA et al, Case No. 30-2021-01200267-CU-WT-CJC

CLOSED SESSION REPORT (FILE 11.15)

General Counsel David Kendig reported that at 10:34 p.m. the Board approved by a vote of 17-3 (Directors Kuo, Rains and Wagner opposed and Directors O'Neill, Sedgwick, Hasselbrink, Bourne and Lopez absent) to suspend the curfew for said meeting.

1. PRESENTATIONS

No Items.

2. CONSENT CALENDAR

On motion of Director Ward and second by Director Kalmick, and following a roll call vote, declared Agenda Item 2A-2D passed 20-0 (Directors Bourne, Hasselbrink, Lopez, O'Neill, and Sedgwick absent).

A. Minutes from the May 27, 2021, Regular Meeting of the Board of Directors
(FILE 11.06)

Action: Approve as submitted.

B. Third Quarter Purchasing Report (FILE 11.10H1)

Action: Receive and file the report.

C. Updated Cost Reimbursement Rates (FILE 15.12)

Action: Approve and adopt the proposed Cost Reimbursement Rate schedules to be effective July 1, 2021.

D. FY 2020/21 Year End Budget Adjustment (FILE 15.04)

Action: Approve and authorize FY 2020/21 budget adjustments to increase net revenues by \$4,494,276 and net appropriations by \$3,535,745 as further described in this staff report.

3. DISCUSSION CALENDAR

A. Mutual Aid Agreement with Los Alamitos Joint Forces Training Base (JFTB) (FILE 18.09D)

Chief Fennessy introduced the Mutual Aid Agreement and Assistant Chief Jim Ruane who provided a brief summary of the document.

On motion of Director Kalmick and second by Director Tettemer, and following a roll call vote, declared approved 20-0 (Directors Bourne, Hasselbrink, Lopez, O'Neill, and Sedgwick absent) to:

1. Approve and authorize the Fire Chief or his designee to execute the proposed Mutual Aid Agreement with the Joint Forces Training Base, Los Alamitos in a form acceptable to OCFA legal counsel.
2. Approve and authorize the revision to the QRF program budget by \$150,000 to reflect the estimated JFTB facilities use reimbursement costs.

B. Fire Chief's Discretionary Bonus Upon Completion of Third Full Year of Service (FILE 17.10A2)

General Counsel David Kendig introduced the Fire Chief's Discretionary Bonus Upon Completion of Third Full Year of Service.

Todd Baldrige, President of Firefighters Local 3631, requested a delay of the consideration of the item until Local 3631 has completed a survey of its own members.

On motion of Chair Shawver and second by Director Ward, and following a roll call vote, declared approved 11-5 (Directors Bartlett, Kuo, Rains, Tettemer, Wagner opposed, Directors Bourne, Gamble, Hasselbrink, Lopez, Muller, O'Neill, Rossini, Sedgwick, absent, and Director Clark abstained) to approve the discretionary bonus to the Fire Chief of \$20,000.

4. PUBLIC HEARING

A. Review of the Fiscal Year 2021/22 Proposed Budget (FILE 15.04)

Chief Fennessy addressed the Board in follow up to questions directed to staff at the May 27, 2021, Board meeting. He introduced Assistant Chief Robert Cortez who provided the Review of the Fiscal Year 2021/22 Proposed Budget.

On motion of Director Kuo and Second by Chair Shawver, and following a roll call vote, declared approved 17-1 (Directors Bourne, Hasselbrink, Lopez, Muller, O'Neill, Rossini, Sedgwick absent, and Director Bartlett opposed) to:

1. Conduct a Public Hearing.
2. Adopt the FY 2021/22 Proposed Budget as submitted.
3. Adopt the resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING AND APPROVING THE APPROPRIATIONS BUDGET FOR THE ORANGE COUNTY FIRE AUTHORITY FOR FISCAL YEAR 2021/22.
4. Approve and authorize the temporary transfer of up to \$90 million from the Fund 190 Workers' Compensation Reserve Fund to the General Fund 121 to cover a projected temporary cash flow shortfall for FY 2021/22.
5. Approve and authorize the repayment of \$90 million borrowed funds from Fund 121 to Fund 190 along with interest when General Fund revenues become available in FY 2021/22.
6. Approve transfers from the General Fund 121 to CIP Funds and Settlement Agreement Fund totaling \$17,032,518.

BOARD MEMBER COMMENTS (FILE 11.13)

Director Ward requested that staff return at the next Board of Directors meeting with the staff report where the special procurement policy was implemented in order to have a full Board discussion.

Director Gamble reported her inability to participate fully during the meeting because of interrupted teleconference service.

Director Rains reported her agenda packet arrived late and asked for review of the delivery process. She reported the city of Laguna Niguel had a meet and greet recently, firefighters interacted with the public, and a demonstration of brush abatement to prevent potential fire hazards was given using goats.

Assistant Chief Cortez reported staff will research the problems with the delivery of mail to the board members.

Chair Shawver reported staff will research both the mail delivery and the internet service problems before the next board meeting.

ADJOURNMENT – Chair Shawver adjourned the meeting at 11:09 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, July 22, 2021, at 6:00 p.m.

Martha Halvorson, CMC
Assistant Clerk of the Authority

MINUTES

ORANGE COUNTY FIRE AUTHORITY

Board of Directors Special Meeting
Thursday, July 22, 2021
8:30 P.M.

Regional Fire Operations and Training Center Board Room
1 Fire Authority Road
Irvine, CA 92602-0125

CALL TO ORDER

A special meeting of the Orange County Fire Authority Board of Directors was called to order on July 22, 2021, at 8:30 p.m. by Chair Shawver.

ROLL CALL

Chair Dave Shawver, Stanton, Chair
Lisa Bartlett, County of Orange*
Ross Chun, Aliso Viejo*
Shelley Hasselbrink, Los Alamitos
Gene Hernandez, Yorba Linda
Anthony Kuo, Irvine
Frances Marquez, Cypress*
Sunny Park, Buena Park*
Vince Rossini, Villa Park
Tri Ta, Westminster*
Donald P. Wagner, County of Orange

Vice Chair Michele Steggell, La Palma, Vice Chair
Letitia Clark, Tustin*
Carol Gamble, Rancho Santa Margarita*
Noel Hatch, Laguna Woods
Joe Kalmick, Seal Beach
Jessie Lopez, Santa Ana*
Joe Muller, Dana Point*
Sandy Rains, Laguna Niguel*
Ed Sachs, Mission Viejo*
Mark Tettemer, Lake Forest
Kathleen Ward, San Clemente

Absent: Troy Bourne, San Juan Capistrano
Don Sedgwick, Laguna Hills

John O'Neill, Garden Grove

Also present were:

Fire Chief Brian Fennessy
Deputy Chief Kenny Dossey
Assistant Chief Robert Cortez
Assistant Chief Lori Smith
General Counsel David Kendig
Dir. of Communications Colleen Windsor

Deputy Chief Lori Zeller
Assistant Chief Randy Black
Assistant Chief Stephanie Holloman
Assistant Chief Phil Johnson
Assistant Chief Jim Ruane
Clerk of the Authority Maria Huizar

**Board Members participating via Teleconferencing*

3. DISCUSSION

A. Consider Request to Cure and Rescind Action Taken During the Board of Directors Closed Session Meeting on June 24, 2021

General Counsel David Kendig introduced the Special Meeting Agenda Item No. 3A.

On motion of Director Kuo and second by Chair Shawver, and following a roll call vote, declared passed 21-0 (Directors Bourne, Muller, O'Neill, and Sedgwick absent) to:

1. Rescind the June 24, 2021, Closed Session motion to suspend the 10:30 p.m. curfew.
2. Direct staff to agendaize those matters that were acted upon after 10:30 p.m. on June 24, 2021, for ratification at the Board of Directors next regular meeting.

ADJOURNMENT – Chair Shawver adjourned the meeting at 8:38 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, September 23, 2021.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 23, 2021

Agenda Item No. 3A
Discussion Calendar

Consider the 9:30 p.m. Rule in Board Rules of Procedure Rule 3(b) and
Waive the 10:30 p.m. Curfew Set Forth in Rule 3(c)

Contact(s) for Further Information

David Kendig, General Counsel

dkendig@wss-law.com

714-415-1083

Summary

If the Board of Directors meeting will continue past 9:30 p.m., the Board Rules of Procedure call for the meeting to pause a moment to determine which items will be considered at the meeting and which may be continued to the next meeting. In the event the Board's meeting appears likely to continue past 10:30 p.m., it is recommended that the Board waive the 10:30 p.m. curfew set forth in Board Rules of Procedure Rules 3(c).

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

1. At 9:30 p.m. determine which remaining agenda items will be considered and which may be continued to the next regular meeting; and
2. In the event the Board's meeting appears likely to continue past 10:30 p.m., waive the 10:30 p.m. curfew set forth in Board Rule of Procedure 3(c). (Waiver of the 10:30 curfew requires approval from three-fifths (3/5ths) of the Board members present for the meeting.)

Impact to Cities/County

Not Applicable.

Fiscal Impact

None

Background

The OCFA Board Rules of Procedure contain a number of parliamentary rules that the OCFA Board has adopted that establish parameters for the Board's normal operations and meetings. The OCFA Board Rules of Procedure Rule 3(b) and 3(c) currently provide as follows:

(b) 9:30 p.m. Rule: At the hour of 9:30 p.m. the meeting will take a brief moment from the agenda at hand and make a determination as to which items will be considered and those that may be continued to the next regular meeting.

(c) 10:30 p.m. Curfew: All meetings will end business at 10:30 p.m. unless the hearing body elects to extend the curfew by a three-fifths vote of all members present.

Attachment(s)

None



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 23, 2021

Agenda Item No. 3B
Discussion Calendar

Modifications to the Quick Reaction Force Pilot Program –
Northern California Wildfire QRF Support and Cost Recovery

Contact(s) for Further Information

Brian Fennessy, Fire Chief	brianfennessy@ocfa.org	714.573.6010
Robert Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012

Summary

This agenda item is submitted for approval of budget adjustments, contract amendments and the addition of cost recovery rates for the Quick Reaction Force (QRF) Pilot Program support provided to the United States Forest Service (USFS) during the Northern California wildfires from August to September 2021.

Prior Board/Committee Action

At the April 22, 2021 Board of Directors meeting, the Board authorized the Quick Reaction Force Pilot Program, which included the approval of a \$10.9 million spending cap via Southern California Edison MOU funding and anticipated cost recovery. Additionally, the board approved various agreements for services including helitanker and aerial supervision aircraft, mobile retardant base, and Air Tactical Group Supervisors (ATGSs).

RECOMMENDED ACTIONS

1. Approve and authorize the Purchasing Manager to execute amendments to the various QRF agreements in support of the Northern California wildfires by increasing the contract amounts as referenced in Table One.
2. Approve and authorize a FY2021-22 General fund (121) budget adjustment to recognize cost recovery revenue increase of an estimated \$1,868,210 and to increase appropriations by the same amount.
3. Approve the updated Cost Reimbursement Rate schedule to include the addition of standby rates for aircraft and mobile retardant base, and rates for program management and ATGS services in response to the Northern California wildfire QRF support with a retroactive effective date of August 17, 2021.

Impact to Cities/County

The QRF services will enhance regional aerial wildland fire response.

Fiscal Impact

Authorization of the budget adjustment will increase the FY 2021/22 budget cost recovery revenue and appropriations by an estimated \$1,868,210. Additionally, the updates to the Cost

Reimbursement Rate schedule will provide the basis for OCFA to submit cost recovery requests for QRF support provided during the Northern California wildfires.

Background

Wildland fire remains the most significant threat to life and property in California. A risk assessment conducted by the California Department of Forestry and Fire Protection (CAL FIRE) concluded that an estimated 11 million residents, or the equivalent of 1 in 4 Californians, live in areas considered to be at high risk of a wildfire. Given the devastating and destructive wildfires of recent years, Governor Gavin Newsom, as well as fire agencies and utility companies throughout the state, have emphasized that wildfire mitigation and suppression are a top priority.

The combined residential population of Orange, Los Angeles, and Ventura Counties exceeds one-third of the entire state of California. Wildland fire spread during extreme fire weather conditions has exceeded all historical models. Though each of the aforementioned counties operate multi-mission helicopters that provide aerial wildland fire suppression services with the intent of suppressing 95% of wildland fires to 10 acres or less in Orange County, large destructive fires still occur. The ability to rapidly respond with large capacity day and night aerial fire suppression resources is an immediate and imperative need.

OCFA was presented with the opportunity to partner with Southern California Edison (SCE), Coulson Aviation (USA) Inc. (CAI), Perimeter Solutions, and the Counties of Los Angeles and Ventura, on a new Pilot Program known as the Quick Reaction Force (QRF). This program includes operation of Very Large Helitankers, an Aerial Supervision helicopter, and a mobile fire-retardant base (MRB) intended to benefit the residents and businesses within the SCE service territory. When a wildland fire in Orange County is reported, the QRF aircraft managed by OCFA respond. If the fire at any point escapes or has the potential of escaping initial attack the remaining QRF Pilot Program aircraft will rapidly respond to provide additional large helitanker support. These aircraft have already been credited with rapid extinguishment of wildland fires in Orange County, the Region and Northern California.

QRF Update

Since the start of the program on June 15, 2021, the QRF has responded to 15 fires including; Laguna Canyon, Tumbleweed, Pico, Tuna, Cecil, Bonnita, Posey, Antonio, Caldor, French, Chaparral, Sycamore, Vasquez, Jake, and Tanner and has dropped an estimated 927,000 gallons of water and fire retardant. QRF primarily operates within the boundaries of the Southern California Edison service area. However, recently due to the severe wildfires in Northern California, the favorable weather in Southern California, and the first of its kind availability of very large helitankers capable of dropping water and fire retardant during the day and night, the QRF aircraft (to include the two OCFA managed QRF aircraft) responded and provided aerial fire suppression support to major incidents such as the French and Caldor fires.

Beginning in July, multiple large wildland fires ignited in Northern California. Many of these fires quickly spread to record size and destroyed multiple structures and caused serious civilian and firefighter injuries. It was reported at the time that entire towns were destroyed. As a result of favorable weather being forecasted in Southern California, Chief Fennessy, LA County Fire Chief Osby and Ventura County Fire Chief discussed the possibility of lending short term support to Northern California. Specifically, the Caldor Fire where the town of Grizzly Flats was reportedly destroyed the night before. Collectively, it was felt that we had a moral obligation to offer QRF program support given the reports that aerial resources were in short supply. The USFS was contacted and support offered contingent upon among other requirements, an understanding that

these aircraft are considered local government resources and that on a moment's notice, be recalled back to Southern California if fire weather forecasts and/or fire activity increased. The QRF package was subsequently requested in the state-wide resource ordering system (IROC). It was agreed amongst the USFS, Cal OES, and the partner QRF counties of Orange, Los Angeles, and Ventura that the full QRF response would deploy as the full package rather than as individual resources. Given that the request for QRF services was made by the USFS, Chief Fennessy was advised that the QRF services would be reimbursable. In an email notification dated August 18, 2021 (Attachment 2), Chief Fennessy informed the Chair, Vice-Chair, and Board of Directors, and shared the decision to support the USFS Northern California wildfires. The QRF aircraft spent several days assigned to the Caldor Fire before being released to respond to the French Fire, in Kern County, and within the SCE service area. Once the French Fire attained increased containment a few days later, the aircraft were released back to their bases in Orange, Los Angeles and Ventura Counties. Again, on August 31, 2021 (Attachment 3), and due to weather forecasts indicating mild weather in Southern California, Chief Fennessy informed the Chair, Vice-Chair, and Board of Directors, that QRF services would be provided to the Caldor fire due to the immediate threat to life and property in South Lake Tahoe.

While never envisioned that QRF resources would be deployed outside the SCE service area, they provided tremendous day and night wildfire suppression aerial attack via water and retardant drops during a critical time in Northern California before being released back to their bases in Southern California when fire danger was forecasted to increase. In addition, these aircraft provided first in history night water/retardant drops in Northern California. The USFS is extremely grateful to the counties that provided this support and credit them with saving multiple homes and cabins while assigned.

Additional Project Funding and Spending Cap

The table below details the additional funding and spending caps for the QRF Pilot Program support provided during the Northern California wildfires:

Table One

Additional Estimated Program Funding:			
Funding Source	Description	Estimate	
USFS	QRF Cost Recovery	\$1,868,210	
Additional Estimated Program Spending Caps:			
Contractor	Resource	Detail	Estimate
Coulson Aviation Inc.	CH-47 Helitanker	Stand-by/Aircraft Availability	\$409,333
		Flight time	\$442,400
	S-76 Aerial Supervision Aircraft	Stand-by/Aircraft Availability	\$130,000
		Flight time	\$179,200
Perimeter Solutions	Mobile Retardant Plant/Base	Stand-by/Daily Availability	\$71,500
		Freight, fire retardant, overtime, water tender, etc.	\$536,708

ATGS/HLCO	Air Tactical Group Supervisors/Helicopter Coordinator	Daily/hourly services and travel reimbursement	\$59,259
Scott Jones	Program Manager Services	Hourly services and travel reimbursement	\$39,810
Total Additional Estimated Program Spending Cap:			\$1,868,210

Resources Available to Other Fire Agencies Upon Request

The CH-47 VLHT and S-76 Aerial Supervision Aircraft hourly flight rates and the mobile retardant plan variable cost rates were approved by the Board and effective June 15, 2021. Additional standby rates for aircraft and mobile retardant plant, and hourly rates for program management and ATGSs services are now being added to the Cost Reimbursement Rate schedule to seek QRF support cost recovery.

Staff recommends approval of the stated recommended actions to initiate cost recovery related to the QRF support provided in the Northern California wildfires.

Attachment(s)

1. Proposed Updates to the Cost Reimbursement Rates – Equipment and Personnel
2. Email notification to OCFA Board of Directors dated August 18, 2021
3. Email notification to OCFA Board of Directors dated August 31, 2021

**ORANGE COUNTY FIRE AUTHORITY
ADDITIONAL QRF REIMBURSEMENT RATES
EQUIPMENT / PERSONNEL
EFFECTIVE AUGUST 17, 2021**

DESCRIPTION	2021/22 RATE	2020/21 RATE	\$ CHANGE	% CHANGE	SOURCE	Hourly / Daily
HELITANKER CH-47 (STANDBY)	\$1,333.33	N/A	N/A	N/A	OCFA CONTRACTOR	Hourly
HELICOPTER SIKORSKY S-76 (STANDBY)	\$416.67	N/A	N/A	N/A	OCFA CONTRACTOR	Hourly
MOBILE RETARDANT PLANT-OT (STANDBY) (1)	\$458.33	N/A	N/A	N/A	OCFA CONTRACTOR	12-Hour Shift (operational period(s) 0800-2000;2000-0800)
WATER TENDER (Perimeter Solutions - STANDBY) (2)	\$150.00	N/A	N/A	N/A	OCFA CONTRACTOR	12-Hour Shift (operational period(s) 0800-2000;2000-0800)
AIR TACTICAL GROUP SUPERVISORS (ATGS)	\$166.00	N/A	N/A	N/A	OCFA CONTRACTOR	Hourly
PROGRAM MANAGER	\$166.00	N/A	N/A	N/A	OCFA CONTRACTOR	Hourly

Notes:

(1) \$1,500 per hour (overtime) after initial 12-hr shift (12-hr daily shift paid by Edison), up to maximum of \$5,500/day if extended or if 24-hr operations in a location begins. Contract cycle of 6/15-12/15/2021 will be charged at the daily operating rate plus overtime or full day rates as utilized.

(2) Requesting Agency must provide a water tender for Mobile Retardant Plant deployment. Requesting Agency can use an agency water tender or request through vendor.

From: Fennessy, Brian
Sent: August 18, 2021 4:05 PM
To: OCFAdistribution
Cc: ExecutiveLeadership; David E. Kendig; Harris, Cathee
Subject: QRF Assistance - Northern California Fires

Chair Shawver & Vice-Chair Steggell, and Honorable Board of Directors:

We are saddened by the loss of life, property, and the injuries to so many citizens of California and, of course, the firefighters that are on the lines and in support roles in Northern California.

Yesterday, I spoke with Cal OES Director Mark Ghilarducci. He briefed me on the hundreds of structures destroyed over the last few days, the many civilian and firefighter injuries, and the number of missing because of some of the fires spreading much faster than ever experienced in the past. Cal OES, the USFS, and CAL FIRE are desperate for additional resources. We and other agencies in Southern California are providing all we can via the state's Mutual Aid System to support the disaster that is growing worse by the hour in Northern California. In looking at the weather up north, there is a forecasted wind event and no end in sight.

In Orange County, we are currently experiencing favorable weather, and it is forecasted into the next week. Fuels are still dry, but fire activity has been quiet in Southern California. We discussed the feasibility of the SCE funded QRF aircraft and Mobile Retardant Base (MRB) mobilizing to support the citizens of Northern California. In discussing with SCE, we let them know that we were interested in supporting, but only until such time that the three fire chiefs (Orange, Ventura, and Los Angeles Counties) determined that the aircraft, equipment, and personnel needed to return to their bases in Southern California.➤

In discussions with the USFS and Cal OES, it was made clear that support is contingent upon operating the QRF aircraft, equipment, and team as a "package" and that they are not to be broken up and assigned as single aircraft resources. In addition, use of all QRF assets and personnel will be considered Assistance-by-Hire (ABH) and reimbursable to the agencies providing services.

In addition, absent night flying conditions being deemed unsafe (lack of visibility for example, etc.), the expectation is that the QRF package will be utilized for night water and retardant dropping operations. The QRF package has been provided based on no other qualified, experienced, interagency carded helitankers capable and available to drop water/retardant at night, and in support the mission to preserve life, property, and infrastructure. The QRF aircraft working as a package during the day is also expected and acceptable. If/when the aircraft are no longer working or when there are no longer values at risk, we would contact the USFS and based on the outcome of the discussion, could consider immediate recall back to their bases in Southern California.

It has been made clear that use of the QRF aircraft, equipment, and team will be continuously evaluated. Further, that if at any point, the three fire agencies responsible for management and operation of the aircraft, equipment, and team determine the risk to the citizens within the three counties, and all the counties within the SCE service area, is greater than deemed acceptable, we retain the right to recall all QRF assets at any time, and for any reason. Reasons would be fire activity or fire weather within the SCE service area that would cause the immediate recall.

Given that these resources are unique and represent significant support to the citizens living and working in Northern California, we expect considerable media attention. With or without the media attention, we felt it important to keep you well informed.

Thanks in advance for your support.

Chief Fennessy

From: Fennessy, Brian
Sent: August 31, 2021 8:19 PM
To: OCFAdistribution
Cc: ExecutiveLeadership; David E. Kendig
Subject: QRF Assistance - Caldor Fire

Chair Shawver & Vice-Chair Steggell, and Honorable Board of Directors:

Yesterday, I spoke with the USFS Directors of both South Operations (SOPS) and North Operations (NOPS) Geographic Area Coordination Centers (GACC). In addition, I've spoken with the USFS incoming Incident Management Team (IMT) Incident Commander. All have shared that the Caldor Fire is currently under the influence of a significant fire weather event and evacuations are occurring right now in South Lake Tahoe.

Humidity recovery remained poor overnight and allowed the fire to continue to actively burn. Fuel conditions remain critical, and they are seeing active crown runs and group torching in the northeastern divisions of the fire. Current fire behavior is contributing to ember casts traveling up to half a mile. Early morning winds are anticipated in the northeast area of the fire. In short, there is high likelihood that the fire will be impacting the City of South Lake Tahoe within hours.

<https://www.fire.ca.gov/incidents/2021/8/14/caldor-fire/> - Caldor Fire update

The local fire weather forecast in Southern California indicates that we will get a bit of a break (3-5 days) in terms of large fire potential. While not an ideal situation, in communicating with LA County Fire Chief Osby and Ventura County Fire Chief Lorenzen, we determined it difficult to defend our not assisting the South Lake Tahoe area when we operate the only night flying helitankers in the US during this critical period up north. We have demonstrated the ability to mobilize and demobilize quickly, so returning the aircraft to Southern California should we begin to experience wildland fire activity won't be a challenge.

The USFS has been informed that our first obligation is to the citizens living/working within the SCE service area and if necessary, we could end up departing the Caldor Fire without delay. It has been made clear that use of the QRF aircraft, equipment, and team will be continuously evaluated. Further, that if it at any point, the three fire agencies responsible for management and operation of the aircraft, equipment, and team determine the risk to the citizens within the three counties, and all the counties within the SCE service area, is greater than deemed acceptable, we retain the right to recall all QRF assets at any time, and for any reason. Reasons would be fire activity or fire weather within the SCE service area that would cause the immediate recall.

Given that these resources are unique and represent significant support to the citizens living and working in Northern California, we expect considerable media attention. With or without the media attention, we felt it important to keep you well informed.

Thanks in advance for your support.

Chief Fennessy



Orange County Fire Authority **AGENDA STAFF REPORT**

**Board of Directors
September 23, 2021**

**Agenda Item No. 3C
Discussion Calendar**

Board of Director Requested Item: Child Car Safety Seat Installation and Inspection

Contact(s) for Further Information

Kenny Dossey, Deputy Chief
Operations Bureau

Kennydossey@ocfa.org

714.573.6006

Phil Johnson, Assistant Chief
Field Operations

Phillipjohnson@ocfa.org

714.573.6014

Summary

At the July 22, 2021, Board of Directors meeting, Director Wagner requested an agenda item be prepared to share data as to the feasibility of installation and inspection of child safety seats by OCFA personnel at various fire stations.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

1. **Option 1** – Direct staff to, like other agencies, continue to provide National Transportation Safety Board (NTSB) approved and recommended informational materials for the stations to use in directing people to a certified child safety car seat specialist in the local area; or
2. **Option 2** – Direct staff to provide specified employees (such as Community Educators) with certified training in child car safety seat installation. Offer installation at the Orange County Regional Fire Operations & Training Center (Headquarters) and during community events.

Impact to Cities/County

Assigned firefighters on duty may not consistently be available to attend scheduled appointments for child car safety seat installation and inspections; however, designated employees at the RFOTC could potentially be made available. Additionally, the cost for certification of Child Passenger Safety (CPS) technicians, and potential liability to OCFA are other factors for consideration.

Fiscal Impact

The certification class for a CPS technician offered by the National Transportation Safety Board (NTSB) is a weeklong class at the cost of \$95 per student, with recertification required every two years. Though it is difficult to quantify the volume of requests we would receive, there would be an additional productivity cost associated with the time that staff would spend performing CPS technician tasks.

Background

OCFA discontinued installing child safety car seats approximately 20 years ago. The constant advancement of child car seat technology required constant updated training to match not only the advanced variety of car seats as well as knowledge of requirements for stages of product to match

child development. Certification courses were eventually developed by the regulatory body and required to safely install any child safety seat.

Statistics in the United States indicate that 3 out of every 4 car seats are being used incorrectly. Car seat recommendations are based on a child's age and size, along with the specific type recommended for a particular vehicle. Hospitals and other agencies, including OCFA became concerned with increased liability and discontinued the practice of firefighters at the stations installing the car seats without taking the certified class. Initially OCFA had selected crewmembers certified, but on any given day that person could be off duty or out on an emergency call which contributed to inconsistency of a station's availability for confirmed installations.

OCFA can continue to provide NTSB approved and recommended informational materials for the stations to direct people to a certified child safety car seat specialist in the local area. Alternatively, staff could be directed to provide designated employees at the RFOTC with certified training in child car safety seat installation, and to offer installation at the RFOTC on specified dates and during community events.

Attachment(s)

1. OCFA Fire Station Handout
2. OC Health Care Agency Child Passenger Safety Resource Guide
3. NHSTA Car Seats and Booster Seats Recommended Guide
4. National Child Passenger Safety Certification Course / Website Resources

Car Seat Inspection Locations - Orange County, CA

Organization	Scheduling	Area Served	Cost	Phone Number	Website/Email	Contact	Languages
City Police Departments							
Garden Grove Police Department 11301 Acacia Parkway Garden Grove, CA 92840	Appointments Only	Garden Grove Residents	Free *Spanish: Will try to accommodate with help from partner agencies	(714) 741 - 5761 (714) 741 - 5762 (714) 741 - 5763** (714) 741 - 5592***		Kris Backouris Reyna Cruz Allyson Le Sharon Baek	English/Spanish* English/Spanish* Vietnamese** Korean***
Irvine Police Department 1 Civic Center Plaza Irvine, CA 92606	Appointments Only	Anyone	Free	(949) 724-7021		Nicole Smith	English
Santa Ana Police Department Westend Police Substation 3750 W. McFadden Ave., Suite 1 Santa Ana, CA 92704	Appointments Only Monday-Thursday 7 a.m. - 5 p.m.	Orange County Residents	Free	(714) 245-8406		Nancy Lopez	English & Spanish
Orange County Sheriff Department							
Dana Point 25005 Dana Point Drive Dana Point, CA	Appointments Only	Dana Point and Surrounding Area	Free	(949) 248-3531			English
Lake Forest 100 Civic Center Dr. Lake Forest CA 92630	Appointments Only	Lake Forest Residents	Free	(949) 461-3546	boldham@ocsheriff.gov	Brittany Oldham	
Laguna Niguel Laguna Niguel City Hall 30111 Crown Valley Parkway Laguna Niguel, CA 92677	Appointment Only Monday-Friday 8:30 a.m. - 3:15 p.m.	Laguna Niguel Residents	Free	(949) 362-4307			English
Fire Departments							
Costa Mesa Fire Department	Appointments Only	Anyone	Free	(714) 327-7406	brenda.emerick@costamesaca.gov	Brenda Emrick	English
California Highway Patrol							
San Juan Capistrano 32951 Camino Capistrano San Juan Capistrano, CA	Appointments Only	Orange County Residents	Free	(949) 487-4000			English & Spanish
Westminster 13200 Goldenwest St. Westminster, CA 92683	Appointments Only	Orange County Residents	Free	(714) 892-4426			English & Spanish
Hospitals							
CHOC 1201 W. La Veta Avenue Orange, CA 92868	Appointments Only	CHOC Patients Only	\$50 (Discount with Child Passenger Safety Classes)	(714) 509-8887		Amy Frias	
Other Organizations							
OC Car Seat Cypress Plaza 6947 Katella Ave. Cypress CA 90630	Appointment Only	Orange County	\$75 Virtual \$75 Cypress Location \$150 Personalized Location	(714) 657-6409	occarseat.com	Amanda Cagle	English
Tot Squad 369 E. 17th St. Costa Mesa CA 92627	Appointment Only	Anyone	\$50 Installation	(310) 895-9983	www.TotSquad.com	Audrey Shorter	English
Safe Kids California Car Seat Inspection Events only during CPS Week (Sept. 2021)	Check Website for Scheduled Events	Anyone	Free	(323) 203-7688	www.safekids.org/events/field_coalition/safet-kids-california/field_type/check-event	SafeKids.org	
California State University, Fullerton	Appointment only available by phone or email	Orange County Residents	Free	(657) 278-9636	Website: Police.fullerton.edu/services/ Email: carseat@fullerton.edu		English
Car Seat Inspection Station Locator & Installation Instructions & Recall Info.		Anyone			nhtsa.gov/equipment/car-seats-and-booster-seats		
OC Health Care Agency Car Seat Safety Program - Low or No Cost Car Seat Resources	Appointment available by phone or email	Low income Orange County Residents	Free or Low Cost	(714) 834-5889	https://www.ocalthinfo.com/about-hca/public-health-services/health-promotion-community-planning/health-promotion-program-2	Ana Bills	



Are you looking for car seat safety resources?

If you answered **YES**, this guide is for you!

There are many organizations throughout Orange County that provide car seat safety resources and services. The tables on the following pages include what each organization offers. Information on this page has a brief description of each type of service or resource you will see in this guide.

OC Child Passenger Safety Resource Guide

Where can I get a free car seat? Many organizations provide car seats, some free of charge, to families who need a little extra help. Contact the organizations listed to see if you qualify. Supplies are limited. The types of car seats that each organization offers are shown in this guide. A virtual or in-person class on installing your new seat may be offered.

Where can I have my car seat checked? Are you wondering if your car seat is installed in your car correctly? Is your child fitting correctly in his/her seat? Many organizations have trained experts called *Child Passenger Safety (CPS) Technicians*, who can help, either virtually or in-person. You will feel confident installing your seat yourself and making sure your child fits correctly in that seat. Call to make an appointment today!

Who can I go to with questions? *CPS Technicians* have been trained and nationally certified on the topic of car seat safety. They can spot problems and know specific details about seats and cars on the market. They can also ensure that a child is in the correct seat for their age, height and weight. Contact a *CPS Technician* with questions you might have about car seat safety.

Where can I take a class? Classes are offered throughout the county, either virtually or in-person. Contact the organization for times and locations.

What is Kaitlyn's Law? Did you know that it is illegal to leave an unsupervised child, age six or younger, inside a car if: the engine is running, the keys are in the ignition or the child's health or safety is at risk? A person who is 12 or older may supervise. Many organizations provide information about this important law and safety risk.

Where can I find a Violator Class? Did you receive a traffic ticket related to car seats or leaving a child alone in a car? Did a judge direct you to take a car seat safety class? There are organizations in this guide that teach these classes. Your fine may be waived or reduced. Plus, you will learn valuable information about keeping your child safe in your car.

Health Promotion and Community Planning





Orange County Child Passenger Safety Resource Guide

*No Cost or Low Cost Seats – Low income requirements apply. While supplies last.

**Car seat inspections – appointments are required in most cases. Call for more information.

Organization/Contact Info	Area Served	No Cost or Low Cost Seats*	Car seats provided:					Car Seat Inspections**	Certified CPS Tech. on Staff	Child Passenger Safety Classes	Violator Classes	Child Passenger Safety Materials	Kaitlyn's Law	Languages
			Infant Seat	Convertible	Combination Booster	High Back Booster	No Back Booster							
Amanda Cagle (714) 657-6409 www.occarseat.com <ul style="list-style-type: none"> • Fee for service (waived for low income families) • Home, private installation and education sessions 	Orange County	Not Available						√ In-person and virtual	√			√	√	English
Anaheim Police Department (714) 345-3493 Child passenger safety services on hold due to COVID-19	Orange County	On hold due to COVID-19						On hold due to COVID-19	√	On hold due to COVID-19		√	√	English Spanish
Automobile Club of Southern California Community Programs and Traffic Safety Monica Pelaez (714) 885-2300 Kylie Hale (714) 885-2312 Publicaffairs4@aaa-calif.com www.aaa.com/childsafety	Southern California	Not Available							√	√ Virtual		√	√	English Spanish

Organization/Contact Info	Area Served	No Cost or Low Cost Seats*	Car seats provided:					Certified CPS Tech. on Staff	Child Passenger Safety Classes	Violator Classes	Child Passenger Safety Materials	Kaitlyn's Law	Languages
			Infant Seat	Convertible	Combination Booster	High Back Booster	No Back Booster						
California Highway Patrol San Juan Capistrano (949) 487-4000 English Spanish www.chp.ca.gov	Must live in south Orange County	Exchange expired car seat at no cost		✓	✓	✓	✓	✓	In-person		✓	✓	English Spanish
California Highway Patrol Santa Ana Darcelle Crystal (714) 567-6000 www.chp.ca.gov	Must live in central Orange County	On hold due to COVID-19						✓	In-person	✓	✓	✓	English Spanish
California Highway Patrol Westminster Maria Mendez (714) 892-4426 www.chp.ca.gov Child passenger safety services on hold due to COVID-19	Orange County	On hold due to COVID-19						✓	On hold due to COVID-19	On hold due to COVID-19	✓	✓	English Spanish
California State University, Fullerton (657) 278-9636 carseat@fullerton.edu	Orange County	Not Available						✓	In-person	✓ In-person	✓	✓	English

Organization/Contact Info	Area Served	No Cost or Low Cost Seats*	Car seats provided:					Car Seat Inspections**	Certified CPS Tech. on Staff	Child Passenger Safety Classes	Violator Classes	Child Passenger Safety Materials	Kaitlyn's Law	Languages
			Infant Seat	Convertible	Combination Booster	High Back Booster	No Back Booster							
Children's Hospital of Orange County Community Education (714) 509-8887 www.choc.org/community-education	CHOC patients only	Low Cost CHOC patients only		√	√			√ Virtual, CHOC patients only	√			√	√	English Spanish
Clinic in the Park American Academy of Pediatrics - Orange County (949) 385-3067 www.clinicinthepark.org	Call for Locations	No cost					√		√	√ Virtual		√	√	English Spanish
Costa Mesa Fire Department Brenda Emrick (714) 327-7406 brenda.emrick@costamesaca.gov www.costamesaca.gov	Orange County	Not Available							√	√ In-person		√	√	English

Organization/Contact Info	Area Served	No Cost or Low Cost Seats*	Car seats provided:					Car Seat Inspections**	Certified CPS Tech. on Staff	Child Passenger Safety Classes	Violator Classes	Child Passenger Safety Materials	Kaitlyn's Law	Languages
			Infant Seat	Convertible	Combination Booster	High Back Booster	No Back Booster							
Garden Grove Police Department Kris Backouris, Kelly Huynh, Sharon Baek, Reyna Rosales (714) 741-5761-English (714) 741-5762-English/Spanish (714) 741-5763-Vietnamese (714) 741-5592-Korean kellyh@ggcity.org krisb@ggcity.org sharonb@ggcity.org reynar@ggcity.org	Must live in Garden Grove	No Cost	√	√	√	√	√	√ Virtual	√	√ Virtual		√	√	English Spanish Vietnamese Korean
Irvine Police Department Jodi Rahn (949) 724-7212 ext.- 2047 jrahn@cityofirvine.org www.cityofirvine.org/irvine-police-department Child passenger safety services on hold due to COVID-19	Orange County	Not Available						On hold due to COVID-19	√	On hold due to COVID-19		√		English

Organization/Contact Info	Area Served	No Cost or Low Cost Seats*	Car seats provided:					Car Seat Inspections**	Certified CPS Tech. on Staff	Child Passenger Safety Classes	Violator Classes	Child Passenger Safety Materials	Kaitlyn's Law	Languages
			Infant Seat	Convertible	Combination Booster	High Back Booster	No Back Booster							
Laguna Beach Police Department Debi Jensen (949) 497-0396 djensen@lagunabeachcity.net Natasha Hernandez (949) 497-0701 nhernandez@lagunabeachcity.net www.lagunabeachcity.net/cityhall/police	Must live in Laguna Beach	Not Available						√ In-person	√			√	√	English Spanish
Latino Health Access Rubi Gonzales (714) 542-7792 ext.-1018 rgonzalez@latinohealthaccess.org www.latinohealthaccess.org	Orange County	Not Available										√	√	English Spanish
Little Sports Safety Lindsay Polic (858) 442-6678 lindsaypolic@gmail.com	Must live in south Orange County	Not Available						√ In-person	√	√		√	√	English
MOMS Orange County Karina Sanchez (714) 972-2610	Orange County	No Cost MOMS clients only		√						√ Virtual		√	√	English Spanish

Organization/Contact Info	Area Served	No Cost or Low Cost Seats*	Car seats provided:					Car Seat Inspections**	Certified CPS Tech. on Staff	Child Passenger Safety Classes	Violator Classes	Child Passenger Safety Materials	Kaitlyn's Law	Languages
			Infant Seat	Convertible	Combination Booster	High Back Booster	No Back Booster							
Orange County Car Seat Safety Program OC Health Care Agency Ana Bills (714) 834-5889 abills@ochca.com www.ochhealthinfo.com/phs/about/promo/cdip/safety/buoc	Orange County	No cost		√				√ Virtual	√	√ Virtual	√ Virtual	√	√	English Spanish
Orange County Sheriff's Department Dana Point Holly Everest (949) 248-3585 heverest@ocsd.org	Dana Point and surrounding areas	Not Available						√ In-person	√	√ In-person		√		English
Orange County Sheriff's Department Lake Forest Brittney Oldham (949) 461-3546 boldham@ocsd.org Child passenger safety services on hold due to COVID-19	Must live in Lake Forest	Not Available						On hold due to COVID-19	√	On hold due to COVID-19		√		English

Organization/Contact Info	Area Served	No Cost or Low Cost Seats*	Car seats provided:					Car Seat Inspections**	Certified CPS Tech. on Staff	Child Passenger Safety Classes	Violator Classes	Child Passenger Safety Materials	Kaitlyn's Law	Languages
			Infant Seat	Convertible	Combination Booster	High Back Booster	No Back Booster							
Orange County Sheriff's Department Laguna Niguel Shannon Daniels (949) 362-4365 sdaniels@ocsd.org	Must live in Laguna Niguel	Not Available						√ In-person	√			√		English
Orange County Sheriff's Department San Juan Capistrano Celina Corley (949) 443-6370 www.ocsd.org/patrol/sjcapistrano Child passenger safety services on hold due to COVID-19	Must live San Juan Capistrano	Not Available						On hold due to COVID-19	√			√		English Spanish
Pregnancy Resource Center San Clemente Anne Staeb (949) 218-5777 www.prcmedicalclinic.com	Orange County	No Cost Program Participants only		√					√	√ Virtual		√	√	English Spanish
The Raise Foundation OC Child Abuse Prevention Council Keri Gee Semmelman (714) 884-3421 ext.-104 info@theraisefoundation.org www.theraisefoundation.org	Orange County	Not Available										√	√	English Spanish

Organization/Contact Info	Area Served	No Cost or Low Cost Seats*	Car seats provided:					Car Seat Inspections**	Certified CPS Tech. on Staff	Child Passenger Safety Classes	Violator Classes	Child Passenger Safety Materials	Kaitlyn's Law	Languages
			Infant Seat	Convertible	Combination Booster	High Back Booster	No Back Booster							
Safety In Motion (714) 876-9905 <ul style="list-style-type: none"> • Fee for service • Home, private installation and education sessions 	Orange County	Not Available						√ In-person	√	√		√	√	English
Santa Ana Police Department (714) 245-8406 nlopez@santa-ana.org	Orange County	Not Available						√ In-person	√	√		√	√	English Spanish
Southland Integrated Services, Inc. (714) 620-7002 info@southlandintegrated.org	Orange County	No cost		√					√	√ Virtual		√	√	English
Tustin Police Department Car Seat Hotline (714) 573-3215 www.tustinpd.org/depts/police/operations/traffic/seatinpection.asp www.tustinpd.org/depts/police	Must live in Tustin	Not Available						√ In-person	√					English
UCI-Anaheim Celia Valladares (714) 491-4424 Child passenger safety services on hold due to COVID-19	UCI patients only	On hold due to COVID-19							√	On hold due to COVID-19		√	√	English Spanish

Organization/Contact Info	Area Served	No Cost or Low Cost Seats*	Car seats provided:					Car Seat Inspections**	Certified CPS Tech. on Staff	Child Passenger Safety Classes	Violator Classes	Child Passenger Safety Materials	Kaitlyn's Law	Languages
			Infant Seat	Convertible	Combination Booster	High Back Booster	No Back Booster							
UCI-Santa Ana Carmen Perez Lopez (714) 480-2485 Child passenger safety services on hold due to COVID-19	UCI patients only	On hold due to COVID-19							√	On hold due to COVID-19		√	√	English Spanish

Compiled by	Orange County Health Care Agency – Public Health Services Health Promotion and Community Planning Division – Car Seat Safety Program
Contact for updates	Ana Bills Orange County Health Care Agency Health Promotion and Community Planning Division (714) 834-5889 Abills@ochca.com
Last updated	9/1/2020

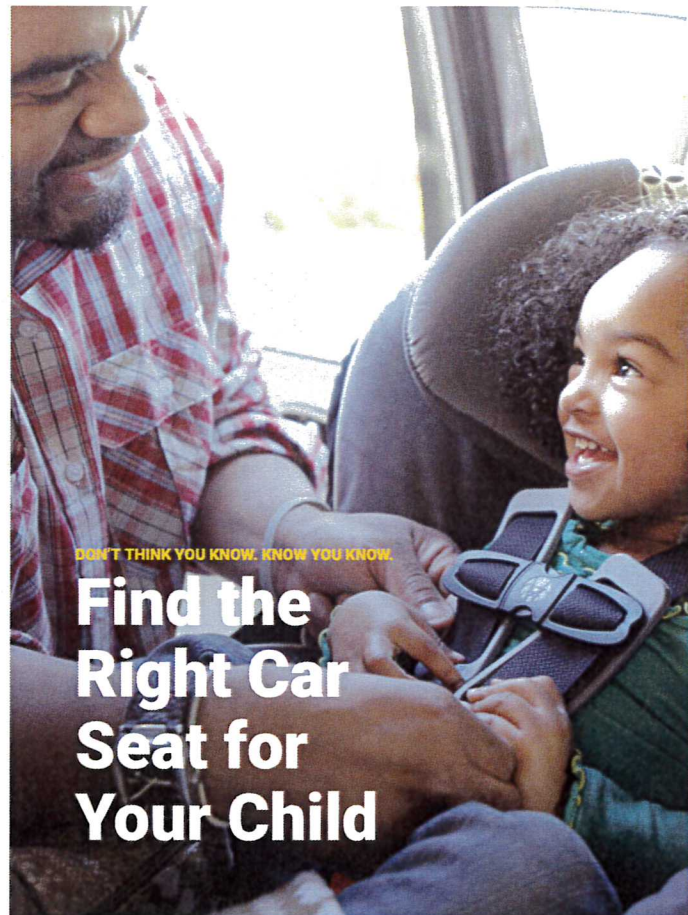


Car Seats and Booster Seats

Language: **English** ▼

Overview

Car seats and boosters provide protection for infants and children in a crash, yet car crashes are a leading cause of death for children ages 1 to 13. That's why it's so important to choose and use the right car seat correctly every time your child is in the car. Follow these important steps to choose the right seat, install it correctly and keep your child safe.

Share: [f](#) [t](#) [in](#) [✉](#)[Car Seats and Booster Seats](#) ▼

FIND THE RIGHT CAR SEAT

The Process

Follow these steps to help you through the process of finding the right car seat, installing it correctly, and keeping your child safe.

RELATED TOPIC
CHILD SAFETY

Live Chat

Find the right car seat

- Learn about the four [car seat types](#)
- Follow [NHTSA's car seat recommendations](#) based on your child's age and size
- [Find and compare car seats](#) and ease-of-use-ratings using NHTSA's Car Seat Finder

Install your car seat correctly

- Understand the [parts and tips](#) used for installation
- Follow our detailed [car seat installation instructions](#) and videos
- Get your [car seat inspected](#) at a station nearest you

Keep your child safe in a car seat

- [Register your car seat](#) and sign up for recall notices to receive safety updates



FIND THE RIGHT CAR SEAT

Car Seat Types

Learn about the four types of car seats, while keeping in mind the following tips:

- As children grow, how they sit in your car will change. Make sure you use a [car seat that fits your child's current size and age](#).
- Not all car seats fit in all vehicles. Make sure the car seat is the [right fit for your vehicle](#) (PDF, 1.77 MB). Test the car seat you plan to buy to make sure it fits well in your vehicle.
- Buy a car seat that can be installed and used correctly every time.

Rear-Facing Car Seat

The best seat for your young child to use. It has a harness and, in a crash, cradles and moves with your child to reduce the stress to the child's fragile neck and spinal cord.



Types

- **Infant Car Seat (Rear-Facing only):** Designed for newborns and small babies, the infant-only car seat is a small, portable seat that can only be used rear-facing. Most babies outgrow their infant seats before their first birthday.

When that happens, we recommend that parents purchase a convertible or all-in-one car seat and use it rear-facing.

- **Convertible Seat:** As a child grows, this seat can change from a rear-facing seat to a forward-facing seat with a harness and tether. Because it can be used with children of various sizes, it allows for children to stay in the rear-facing position longer.
- **All-in-One Seat:** This seat can change from a rear-facing seat to a forward-facing seat (with a harness and tether) and to a booster seat as a child grows. Because it can be used with children of various sizes, it allows for children to stay in the rear-facing position longer.

Forward-Facing Car Seat



Has a harness and tether that limits your child's forward movement during a crash.

Types

- **Convertible Seat:** As a child grows, this seat can change from a rear-facing seat to a forward-facing seat with a harness and tether.
- **Combination Seat:** As a child grows, this seat transitions from a forward-facing seat with a harness and tether into a booster.
- **All-in-One Seat:** This seat can change from a rear-facing seat to a forward-facing seat (with a harness and tether) and to a booster seat as a child grows.

Booster Seat



Positions the seat belt so that it fits properly over the stronger parts of your child's body.

Types

- **Booster Seat With High Back:** This type of booster seat is designed to boost the child's height so the seat belt fits properly. It also provides neck and head support and is ideal for vehicles that don't have head rests or high seat backs.
- **Backless Booster Seat:** A backless booster seat is designed to boost the child's height so the seat belt fits properly. It does not provide head and neck support. It is ideal for vehicles that have head rests.
- **Combination Seat:** As a child grows, this seat transitions from a forward-facing seat with a harness into a booster.
- **All-in-One Seat:** This seat can change from a rear-facing seat to a forward-facing seat (with a harness and tether) and to a booster seat as a child grows.

Seat Belt

Should lie across the upper thighs and be snug across the shoulder and chest to restrain your child safely in a crash. It should not rest on the stomach area or across the neck or face.



FIND THE RIGHT CAR SEAT

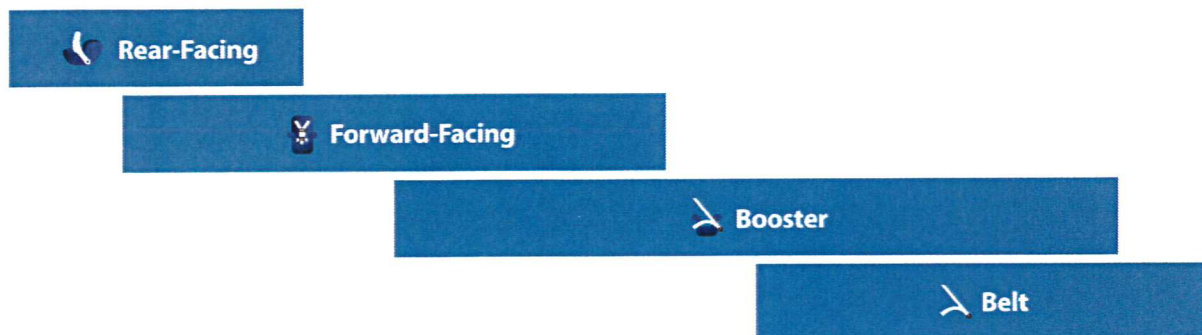
Car Seat Recommendations

There are many car seat choices on the market. Use the information below to help you choose the [type of car seat](#) that best meets your child's needs or print out [NHTSA's car seat recommendations for children](#) (PDF, 370 KB).

- [Select a car seat based on your child's age and size](#), then choose a seat that fits in your vehicle, and use it every time.
- Always refer to your specific car seat manufacturer's instructions (check height and weight limits) and read the vehicle owner's manual on how to install the car seat using the seat belt or lower anchors and a tether, if available.
- To maximize safety, keep your child in the car seat for as long as possible, as long as the child fits within the manufacturer's height and weight requirements.
- Keep your child in the back seat at least through age 12.

Recommended car seats based on your child's age and size

Birth 1 2 3 4 5 6 7 8 9 10 11 12 13+



Rear-Facing Car Seat



Birth-12 Months

Your child under age 1 should always ride in a rear-facing car seat. There are different types of rear-facing car seats:

- Infant-only seats can only be used rear-facing.
- Convertible and all-in-one car seats typically have higher height and weight limits for the rear-facing position, allowing you to keep your child rear-facing for a longer period of time.

1 – 3 Years

Keep your child rear-facing as long as possible. It's the best way to keep him or her safe. Your child should remain in a rear-facing car seat until he or she reaches the top height or weight limit allowed by your car seat's manufacturer. Once your child outgrows the rear-facing car seat, your child is ready to travel in a forward-facing car seat with a harness and tether.

Forward-Facing Car Seat**1 – 3 Years**

Keep your child rear-facing as long as possible. It's the best way to keep him or her safe. Your child should remain in a rear-facing car seat until he or she reaches the top height or weight limit allowed by your car seat's manufacturer. Once your child outgrows the rear-facing car seat, your child is ready to travel in a forward-facing car seat with a harness and tether.

4 – 7 Years

Keep your child in a forward-facing car seat with a harness and tether until he or she reaches the top height or weight limit allowed by your car seat's manufacturer. Once your child outgrows the forward-facing car seat with a harness, it's time to travel in a booster seat, but still in the back seat.

Booster Seat**4 – 7 Years**

Keep your child in a forward-facing car seat with a harness and tether until he or she reaches the top height or weight limit allowed by your car seat's manufacturer. Once your child outgrows the forward-facing car seat with a harness, it's time to travel in a booster seat, but still in the back seat.

8 – 12 Years

Keep your child in a booster seat until he or she is big enough to fit in a seat belt properly. For a seat belt to fit properly the lap belt must lie snugly across the upper thighs, not the stomach. The shoulder belt should lie snugly across the shoulder and chest and not cross the neck or face. Remember: your child should still ride in the back seat because it's safer there.

Seat Belt**8 – 12 Years**

Keep your child in a booster seat until he or she is big enough to fit in a seat belt properly. For a seat belt to fit properly the lap belt must lie snugly across the upper thighs, not the stomach. The shoulder belt should lie snugly across the shoulder and chest and not cross the neck or face. Remember: your child should still ride in the back seat because it's safer there.

FIND THE RIGHT CAR SEAT

Find & Compare Seats

Car Seat Finder **Find the right car seat**

CAR SEAT FINDER

SEARCH BRANDS

What is your child's date of birth?

Month (mm)

Day (dd)

Year (yyyy)

How tall is your child?

Feet

Inches

How much does your child weigh?

Pounds

Ounces

UPDATE SEARCH

The Car Seat Finder is an easy-to-use tool that lets you compare seats and [ease-of-use ratings](#) to find the right car seat for your child. Just fill out your child's age, height and weight above, and you'll be provided car seat types that fit your child. Before you get started, make

**EASE-OF-USE RATINGS
EXPLAINED →**

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sure you're familiar with the [four types of car seats](#) and [NHTSA's recommendations for choosing the right type of seat](#) for your child.

INSTALLATION HELP

Car Seat Installation Parts and Tips

Your child's safety could be in jeopardy if your car seat is not installed correctly. Before you install your car seat, make sure you're familiar with vehicle and car seat parts used in the installation process and these [important installation safety tips](#).

**CAR SEAT INSTALLATION
TIPS →**

Vehicle and Car Seat Parts Explained

Every car seat needs to be installed using either the lower anchors or a seat belt to secure it in place, never both. If you choose to use a seat belt to install your car seat, pay close attention to how to "lock" your seat belt according to the vehicle's owner manual. With a forward-facing car seat, use a tether if one is available. Before installing your car seat make sure you understand the function and location of the vehicle and car seat parts that are used in installation.

Vehicle Parts

Lower Anchors

Used for installing a car seat using its lower anchor attachments

The lower anchors are found in a minimum of two rear seating positions in a vehicle. Each lower-anchor-equipped seating position has two small horizontal bars found in the space between the vehicle seat's back and bottom cushion (the "seat bight").

Tether Anchor

Used for attaching a car seat's tether to the vehicle

Typically there are a minimum of three tether anchors in a vehicle. In sedans, these are usually located above/behind the vehicle's back seat on the rear shelf. In some larger vehicles such as vans, pickup trucks, and SUVs, these tether anchors may be found on the back of a vehicle seat, on the floor, the ceiling, or other location.

To avoid confusing tether anchors with other hardware such as luggage tie-downs, be sure to read your vehicle's owner manual carefully to find out where they are located in your particular vehicle.

CAR SEAT GLOSSARY →

Car Seat Parts

Lower Anchor Attachments

Used to install the car seat in a vehicle with lower anchors

Tether

Used to secure a forward-facing car seat and limit forward head movement in a crash

The tether is located on the top rear of convertible, combination, and all-in-one car seats. It's adjustable and has a hook and strap that connects to one of your vehicle's tether anchors. Most rear-facing car seats in the United States do not use a tether for installation. However, installations vary from model to model, so you must review your particular car seat's instructions and your vehicle's owner manual carefully.

Follow your car seat manufacturer's instructions regarding when and how to use the tether for your particular seat. NHTSA recommends always using a tether with a forward-facing car seat—installed with your vehicle's seat belt OR the lower anchors—as long as it is permitted by both the car seat and vehicle manufacturers. **IMPORTANT:** Both installation methods are designed to work with the tether to achieve the highest level of safety for child passengers restrained in forward-facing car seats.

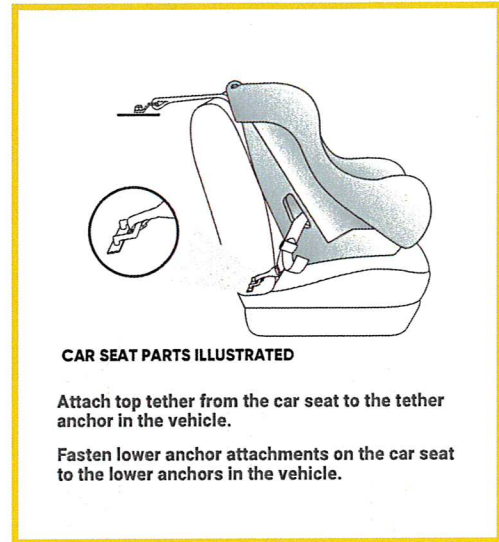
Lower Anchor Weight Limits

Lower anchors have weight limits set by the vehicle and car seat manufacturers. You can determine the lower anchor weight limit by checking the warning label or installation diagrams located on the side of the car seat. If your car seat does not have a label, you can determine the maximum allowable child weight for lower anchor use by subtracting the weight of the car seat (usually available in the car seat's instruction manual) from 65 pounds.

Lower anchor weight limit = 65 lbs – weight of car seat

Know the Facts

Once your child outgrows the vehicle or car seat manufacturer's established limits for the lower anchors, stop using the lower anchor attachments and reinstall the car seat using the vehicle's seat belt.



INSTALLATION HELP

Car Seat Installation Instructions

Once you've become familiar with vehicle and car seat parts used for installation and NHTSA's tips to install your car seat, you're ready to follow these detailed car seat installation instructions and videos by type.

[How to Install Rear-Facing Car Seats](#)



[How to Install Forward-Facing Car Seats](#)



[How to Install Booster Seats](#)



INSTALLATION HELP

Car Seat Inspection

Get your car seat inspected

Whether you've just installed a car seat or need help installing or using one, get help at a car seat inspection station near you. Certified technicians will inspect your car seat free of charge, in most cases, and show you how to correctly install and use it. Some locations now offer virtual inspections.

Enter City and State or Zip Code

☐ Spanish-speaking Technicians ☐ Child Passenger Safety Week Events ☐ Virtual Appointments Available

Can't find an inspection station near you? You may be able to find a tech through [Safe Kids Worldwide](#).

REGISTRATION

Register Your Car Seat

Congratulations—you chose the right car seat and installed it correctly. Now it's time to register your car seat with the manufacturer to receive recalls and safety notices so your child can remain safe. Also, you can sign up with NHTSA to receive e-mail alerts about car seat and booster seat recalls.

Register your car seat to receive important safety updates

Registering your seat makes sense: It gives the manufacturer the ability to contact you about recalls and safety notices. It's also easy: Just send in the card that came with your car seat or fill out a simple form on the manufacturer's website.

Your child's safety could depend on it.

SELECT MANUFACTURER ▼

GO TO WEBSITE

Send registration information to NHTSA

If you would like NHTSA to provide your child restraint registration information to the manufacturer, please fill out this [Registration Form](#) and mail it to the address below. You may also e-mail or fax it if you choose.

U. S. Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation
Correspondence Research Division (NVS-216)
Room W48-301
1200 New Jersey Avenue SE.
Washington, DC 20590
Fax: 202-366-1767
E-mail: childseatregisterer@dot.gov

Get Car Seat Recall Notices

In addition to registering your car seat to receive recalls and safety notices from your car seat manufacturer, you can sign up to receive e-mail alerts from NHTSA about car seat and booster seat recalls to make sure your child remains safe.

SIGN UP

RESOURCES

- [Car Seat Glossary of Terms](#)
Learn about vehicle and car seat parts and more.
- [Training Contacts by State for Child Passenger Safety](#)
Find your state's Child Passenger Safety Training Contacts.
- [Car Seat Use After a Crash](#)

Make sure you know the difference between a minor crash and a moderate to major one before deciding to use a car seat after a crash.

- [NHTSA's Car Seat Recommendations for Children](#)

Use these recommendations to help you choose the [type of car seat](#) that best meets your child's needs.

- [Keeping Kids Safe - A parent's guide to protecting children in and around cars](#) (PDF)

This booklet will help you better understand today's vehicle safety features, car seats and how to keep kids safe in and around vehicles.

- [Used Car Seat Safety Checklist](#)

Thinking about using a second-hand car seat? If you can check off each one of these statements, then it may be okay to use one.

Search for more resources

Keywords

Audiences

Date

Any

Any

Apply

67 Results

[Clear Filters](#)

TITLE	TYPE	AUDIENCE	DATE	LANGUAGE
Q3s 3yo Child Side Impact Test Dummy Final Rule	Document	Advocacy Groups	09/24/2020	
NHTSA Announces Major Improvements to Child Passenger Safety	Press Release		09/23/2020	
NHTSA Highlights Importance of Car Seats and Child Passenger Safety	Press Release		09/21/2020	
Consumer Advisory: Do Not Use or Purchase 'Little Passenger Seat' Aftermarket Benches	Press Release		04/20/2020	
Safety Advisory: NHTSA Urges Parents and Caregivers Not to Use or Purchase Car Seats That Don't Comply With U.S. Standards	Press Release		11/13/2019	

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**National Highway Traffic Safety
Administration**

1200 New Jersey Avenue, SE
Washington, D.C. 20590

1-888-327-4236

1-800-424-9153 (TTY)



**U.S. Department
of Transportation**

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The Certification Course | National CPS Certification

The Certification Course

The Certification Course and all official written documentation and correspondence for CPS certification are in English.

In order to become a nationally certified child passenger safety (CPS) technician, you **must be 18 or older** and pass a CPS Certification Course. Students pass the course if they:

- attend every part of the course and
- earn passing grades for three sets of tests:
 - written quizzes;
 - hands-on skills assessments, including a checkup event.

Before registering for the course, please be confident that you can meet all the course requirements:

- **Attend every part of the course.** The [CPS Certification Course](#) is usually three to four days long and combines classroom instruction, indoor and outdoor hands-on activities, skills assessments with car seats and vehicles, and a community safety seat checkup event. You will receive a copy of the technician guide and will be expected to read it as part of the course instruction. All course materials, including the workbook, are included in your registration fee. You can get a head start on the course by [checking out the technician guide](#).

If you have special needs or requests, we want to work with you. Talk with the course [Lead Instructor](#) about what we can do to help make sure your CPS certification experience is a good one.

- **Written quizzes.** Your instructor will test you with three written, open-book quizzes. "Open-book" means that you are encouraged to use your CPS technician guide while you are taking the quiz. To pass the combined quizzes, you must answer at least 42 out of 50 questions correctly, which means a passing score of 84 percent or better.
- **Hands-on skills assessments.** Instructors will test your skills with four hands-on skills assessments, and will award a grade of either pass or fail following each assessment. If you fail any of the four assessments, you will be notified during the course and may continue attending the class as an observer, but only at the discretion of the lead instructor.
- **Checkup event.** The checkup event is the fourth hands-on skills assessment. To pass the checkup event, you must successfully demonstrate:
 - skills learned during class;
 - the ability to follow event procedures and instructions;
 - proper use and installation of child restraints and safety belts; and
 - the ability to teach parents and caregivers how to properly protect their family on the road.

The lead instructor will enter all your grades online at the end of the course. You can see your grades by logging on to your CPS online profile. Safe Kids will mail official notification letters directly to newly certified technicians within 20 business days after the lead instructor finalizes the course. Notifications of failure to qualify for certification will also be sent at that time.

WHEN YOU PASS THE COURSE

Successful completion of this course certifies you as a U.S. CPS technician for two years. Newly certified technicians are encouraged to log into their CPS online profiles and print a wallet card/certificate.

IF YOU DON'T PASS THE COURSE

If you received a failing grade for any part of the CPS Certification Course, you did not pass the course. Please don't be discouraged. Many students do much better the second time they take the course and some of our best technicians went through the course more than once before passing.

If you want to try again, please register for another course and pay the course fees. Safe Kids is not able to provide a refund to a candidate who does not pass the course, as all applications and course materials will have already been processed and delivered.

If you take the CPS Certification Course more than once, please use your existing online profile and register for a new course using your current username and password. Please do not create a duplicate online profile.

WEBSITE RESOURCES

For CPSTs

nhtsa.gov

- NHTSA's Car Seat Recommendations for Children
- Ease-of-Use Ratings
- Inspection Station Locator
- See also NHTSA's trafficsafetymarketing.gov site for traffic safety campaign materials

cpsboard.org

- Curriculum Resources
- CEU Online/Web Sessions
- National Digital Car Seat Check Form
- CPS Award Nomination Forms

cert.safekids.org

- Recertification Resources
- CEU Online/Web Sessions
- *CPS Express*: E-Newsletter for Child Passenger Safety Technicians
- CPS Certification Policies and Procedures Manual

