



ORANGE COUNTY FIRE AUTHORITY AGENDA

BOARD OF DIRECTORS REGULAR MEETING

Thursday, September 28, 2023
6:00 P.M.

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

Link to:

[Board of Directors Member Roster](#)

NOTICE REGARDING PUBLIC ACCESS AND PARTICIPATION

This meeting is open to the public. Committee members will participate in person. There are several alternative ways to make comments including:

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

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

If you wish to speak, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to item being considered. Speaker Forms are available at the entryway of meeting location.

E-Comments: Alternatively, you may email your written comments to coa@ocfa.org. E-comments will be provided to the Committee members upon receipt and will be part of the meeting record as long as they are received during or before the Committee takes action on an item. Emails related to an item that are received after the item has been acted upon by the Committee will not be considered.

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 members 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 and [Board of Directors policy](#), if you need reasonable accommodations to participate in this meeting, please complete the [ADA Reasonable Accommodation Form](#) available on the Agency's website and email to COA@ocfa.org, or you may contact the Clerk of the Authority at (714) 573-6040 during regular business hours to submit your request orally. Please notify us at least 48 hours prior to the meeting to enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

CALL TO ORDER by Chair Rossini

INVOCATION by OCFA Chaplain Gerardo Arenado

PLEDGE OF ALLEGIANCE by Director Kim

ROLL CALL by Clerk of the Authority

REPORTS

- A. Report from the Budget and Finance Committee Chair**
- B. Report from the Legislative and Public Affairs Committee Chair**
- C. Report from the Fire Chief**
 - Recruitment Efforts and Community Engagement
 - Incident Updates
 - Suicide Prevention and Awareness Month

PUBLIC COMMENTS

Please refer to instructions on how to submit a public comment on Page 1 of this Agenda.

1. PRESENTATION

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 for the Board of Directors

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

The record will show 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 for the July 27, 2023, Regular Meeting as submitted.

B. Assignment of State Fire Protection Agreement Regarding Fire Protection Services of State Responsibility Areas

Submitted by: Robert Cortez, Assistant Chief/Business Services Department, TJ McGovern, Deputy Chief/Field Operations Bureau and Kevin Fetterman, Division Chief/Emergency Command Center

Recommended Action:

Approve and authorize the Board Chair to sign the Assignment of State Fire Protection Agreement assigning to OCFA the County's three-year agreement with the CAL FIRE to provide wildland fire protection in the State Responsibility Areas, in a form substantially consistent with agreement (Attachment 2).

C. Acceptance of 2023 Department of Homeland Security/Federal Emergency Management Agency's Urban Search & Rescue Preparedness Cooperative Agreement Funding

Submitted by: Tim Perkins, Assistant Chief/Field Operations South and Sean Lowry, Battalion Chief/US&R Program Manager

On September 13, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-0 (Directors Bourne, Patel and Hasselbrink absent).

Recommended Actions:

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 2023/24 General Fund (121) budget increasing revenues and expenditures by \$1,381,456.00.

D. Carryover of FY 2022/23 Uncompleted Projects

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

On September 13, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-0 (Directors Bourne, Patel and Hasselbrink absent).

Recommended Actions:

Authorize the following proposed budget adjustments:

1. Approve a budget adjustment in the FY 2023/24 General Fund (121) to adjust revenues by \$21,467,150 and expenditures by \$22,046,115.
2. Approve a budget adjustment in the FY 2023/24 General Fund CIP (12110) to adjust expenditures by \$5,997,029.
3. Approve a budget adjustment in the FY 2023/24 Fire Stations and Facilities Fund (123) to adjust expenditures by \$21,525,225.

4. Approve a budget adjustment in the FY 2023/24 Communications and Information Systems Fund (124) to adjust expenditures by \$3,972,908.
5. Approve a budget adjustment in the FY 2023/24 Settlement Agreement Fund (139) to adjust expenditures by \$1,500,000.
6. Approve a budget adjustment in the FY 2023/24 Structural Fire Entitlement Fund (171) to adjust expenditures by \$3,509,336.

E. Legislative Report

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Jay Barkman, Legislative Affairs Manager

On August 29, 2023, the Legislative and Public Affairs Committee reviewed and approved the proposed agenda item by a vote of 5-2 (Directors Wagner and Hertz-Mallari dissented).

Recommended Action:

Receive and file the legislative report and adopt positions as recommended by the Legislative and Public Affairs Committee.

F. Contract Award for Ambulance Consulting Services

Submitted by: Rob Capobianco, Assistant Chief/Emergency Medical Services & Training

On July 27, 2023, the Board of Directors approved and authorized the Purchasing Manager to issue an RFP for consultation on ambulance transportation service options in OCFA jurisdiction, as outlined by the scope of work by a vote of 18-0 (Directors Duncan, Foley, Gamble, Hasselbrink, Hernandez, Hertz-Mallari, and Wagner absent).

On September 13, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors e agenda by a vote of 6-0 (Directors Bourne, Patel and Hasselbrink absent).

Recommended Actions:

1. Approve a budget adjustment increasing expenditures in the FY 2023/24 General Fund (121) by \$149,916 for Ambulance Consulting Services.
2. Approve and Authorize the Purchasing Manager to enter into a Professional Services Agreement with Citygate Associates for Ambulance Consulting Services for an amount not to exceed \$149,916.

3. DISCUSSION CALENDAR

A. Zero-Emission Vehicle Transition Plan and Policy for Charging of Employee Vehicles

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Lori Zeller, Deputy Chief/Administration & Support Bureau

On August 1, 2023 the Human Resources Committee directed staff to return to the Board of Directors with a zero emission vehicle transition plan, and to consider a policy change that would permit charging of employees' vehicles at OCFA facilities by a vote of 7-0.

Recommended Actions:

1. Staff recommends Board acceptance of the proposed Zero Emission Vehicle Transition Plan as an addition to the OCFA Goals, Objectives and Performance Measures, and direct staff to initiate implementation of this multi-year goal.
2. Pending future installation of OCFA charging facilities, authorize staff to revise current policy so as to permit charging of employee personal vehicles using OCFA electrical facilities, while on duty, as a temporary employee benefit.

B. Wildland Resource Center (Camp 18) Site Selection

Submitted by: Jim Ruane, Assistant Chief/Logistics Department and Lori Zeller, Deputy Chief/Administration & Support Bureau

On September 22, 2022, the Board of Directors approved the allocation of \$4.2M in State funding beginning in FY 2022/23 for an expanded Hand Crew program. On November 17, 2022, the Board of Directors approved an amendment to the 5-Year CIP to add \$16.9M in State funding for a new Wildland Resource Center to support the expanded Hand Crew program.

Recommended Action:

Option 1: Direct staff to proceed with actions to purchase the proposed Rancho Mission Viejo site for OCFA's future Wildfire Resource Center (subject to successful price negotiations and subject to any applicable due diligence related to the proposed site) and return to the Board for approval of the purchase agreement; or

Option 2: Alternatively, direct staff to return to the Board with additional information the Board may need to facilitate this proposed site selection.

BOARD MEMBER COMMENTS**RECESS TO 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 matter will prejudice the position of the Authority on item listed below:

CS1. 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: One (1) Case

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

Chief Negotiators: Board Chair Rossini, Board Vice Chair & Budget and Finance Committee Chair O'Neill, and Immediate Past Board Chair Shawver

Position: Fire Chief

CS3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8:

Address of Property:	APN # 125-165-06 (two portions)
Negotiator:	City of San Clemente City Manager Andy Hall
Negotiating with:	Jim Ruane, Assistant Chief/Logistics Department and Lori Zeller, Deputy Chief/Administration & Support Bureau
Terms:	Price and Terms

CS4. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8:

Address of Property:	APN # 678-163-01
Negotiator:	Rancho Mission Viejo, PA 3 Development LLC. President Jeremy Laster
Negotiating with:	Jim Ruane, Assistant Chief/Logistics Department and Lori Zeller, Deputy Chief/Administration & Support Bureau
Terms:	Price and Terms

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

RECONVENE TO OPEN SESSION

CLOSED SESSION REPORT by General Counsel

ADJOURNMENT – The next meeting of the Orange County Fire Authority Board of Directors will be on Thursday, October 26, 2023, 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

FUTURE BOARD AGENDA ITEMS – THREE-MONTH OUTLOOK:

- OCFA JPA Study Session
- QRF 2024 Program
- Armed Security Services Contract
- Annual Statement of Investment Policy and Investment Authorization
- Award Recognition for Annual Comprehensive Financial Report
- Recognition of GFOA Budget Award
- Recognition of Purchasing Award
- Annual Calendar of Regular Meetings in 2024

UPCOMING MEETINGS:

Budget and Finance Committee (Special Meeting)
Legislative and Public Affairs Committee
Executive Committee
Board of Directors

Tuesday, October 17, 2023, 12 noon
Wednesday, October 18, 2023, 12 noon
Thursday, October 26, 2023, 5:30 p.m.
Thursday, October 26, 2023, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting
Thursday, July 27, 2023
6:00 P.M.**

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

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on July 27, 2023, at 6:00 p.m. by Chair Vince Rossini.

INVOCATION

The Invocation was led by Chaplain Ed Valdez.

PLEDGE OF ALLEGIANCE

Director O'Neill led the assembly in the Pledge of Allegiance.

ROLL CALL

Vince Rossini, Villa Park, Chair
Phil Bacerra, Santa Ana
Ross Chun, Aliso Viejo
Noel Hatch, Laguna Woods
Austin Lombard, Tustin
Tammy Kim, Irvine
Nitesh Patel, La Palma
Dave Shawver, Stanton
Mark Tettermer, Lake Forest

John O'Neill, Garden Grove, Vice Chair
Troy Bourne, San Juan Capistrano
John Gabbard, Dana Point
Kelly Jennings, Laguna Niguel
Joe Kalmick, Seal Beach
Chi Charlie Nguyen, Westminster
Bob Ruesch, Mission Viejo
Joshua Sweeney, Laguna Hills
Connor Traut, Buena Park

Absent: Chris Duncan, San Clemente
Carol Gamble, Rancho Santa Margarita
Gene Hernandez, Yorba Linda
Donald P. Wagner, County of Orange

Katrina Foley, County of Orange
Shelley Hasselbrink, Los Alamitos
Anne Hertz-Mallari, Cypress

Also present were:

Fire Chief Brian Fennessy
Assistant Chief Robert Cortez
Assistant Chief Lori Smith
Assistant Chief Shane Sherwood
Director of Communications Matt Olson
General Counsel David Kendig

Deputy Chief TJ McGovern
Assistant Chief Rob Capobianco
Assistant Chief Tim Perkins
Assistant Chief Stephanie Holloman
Clerk of the Authority Maria D. Huizar

Director Nguyen arrived at this point (6:03 p.m.).

REPORTS

A. Report from the Fire Chief

Fire Chief Fennessy reported in preparation of wildfire season; with increased fuel from the record rains, goals include keeping wildfires 10 acres or less at 95% of the time, established wildland response expectations memo, ongoing wildland fire training, strike team refresher training, and study of historic Orange County fire corridors and behavior. In the interim, OCFA Hand Crews work to reduce hazardous fuel by reduction and restoring fire roads washed out during the rains. The Community Risk Reduction team year-round work to educate our communities on vegetation management, and home hardening and defensible space. Presenting a video, the Chief emphasized how the Quick Reaction Force is a great example of protecting Orange County. Fire Chief Fennessy provided a video on Cal OES accepting the FIRIS program. He thanked the OCFA firefighters who working with the representing agencies took on the following recent fire events; Naval Weapons, Riverside, Laguna Beach, Orange, and Anaheim Fire and Rescue. He concluded by thanking the Board of Directors for their continued support as OCFA protects life and property from wildfires.

PUBLIC COMMENTS

None.

1. PRESENTATION

None.

2. CONSENT CALENDAR

On motion of Director Tettermer and second by Director Bacerra approved by consensus Agenda Item Nos. 2A-2C (Directors Duncan, Foley, Gamble, Hasselbrink, Hernandez, Hertz-Mallari, and Wagner absent).

A. Minutes for the Board of Directors (FILE 11.06)

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

Action: Approve the Minutes for the June 22, 2023, Regular Meeting as submitted.

B. Proclamation for Fire Prevention Week (FILE 11.09A)

Action: Approve proclamation designating October 8-14, 2023, as Fire Prevention Week.

C. Military Service Buy-Back (FILE 17.06)

Action: Direct staff to proceed with the next steps in support of the military service buy-back option with OCERS, subject to further approval of enabling actions by the Board of Directors prior to implementation and at no cost to the Fire Authority.

3. DISCUSSION CALENDAR

A. Request for Proposal Consultation for Ambulance Transportation Service Options (FILE 18.05B)

Assistant Chief Rob Capobianco presented the item.

On motion of Director Kim and second by Director O'Neill, approved by consensus (Directors Duncan, Foley, Gamble, Hasselbrink, Hernandez, Hertz-Mallari, and Wagner absent) to approve and authorize the Purchasing Manager to issue an RFP for consultation on ambulance transportation service options in OCFA jurisdiction, as outlined by the scope of work.

BOARD MEMBER COMMENTS

Director Chun asked to agendaize for discussion an item regarding property in Aliso Viejo.

Director Gabbard thanked all of the firefighters who fought the Laguna Niguel fire.

Director Jennings expressed thanks for the firefighters present at the Laguna Niguel fire.

Chair Rossini announced the upcoming nuptials of Director Gamble and her fiancé, which would take place on Friday.

RECESS TO CLOSED SESSION (FILE 11.15)

General Counsel David Kendig reported the Board would adjourn to Closed Session to consider Agenda Item CS2.

CS1. 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: One (1) Case

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

Chief Negotiators:

Board Chair Rossini, Board Vice Chair & Budget and Finance Committee Chair O'Neill, and Immediate Past Board Chair Shawver

Position:

Fire Chief

RECONVENE TO OPEN SESSION

CLOSED SESSION REPORT

General Counsel David Kendig stated there was no reportable action.

ADJOURNMENT – Chair Rossini adjourned the meeting at 7:20 p.m. The next meeting of the Orange County Fire Authority Board of Directors will be on Thursday, September 28, 2023, at 6:00 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 28, 2023

Agenda Item No. 2B
Consent Calendar

Assignment of State Fire Protection Agreement
Regarding Fire Protection Services of State Responsibility Areas

Contact(s) for Further Information

Robert Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012
TJ McGovern, Deputy Chief Field Operations Bureau	TJMcGovern@ocfa.org	714.573.6006
Kevin Fetterman, Division Chief Emergency Command Center	kevinfetterman@ocfa.org	714.573.6572

Summary

This agenda item seeks approval of the assignment of the County’s State Fire Protection Agreement to OCFA for fire protection services of State Responsibility Areas.

Prior Board/Committee Action

On May 28, 2020, the Board of Directors approved the agreement with CAL FIRE for 2020-2023 by a 21-0 vote (Directors Rains, Hatch, Sachs, Ward and Wagner absent).

RECOMMENDED ACTION(S)

Approve and authorize the Board Chair to sign the Assignment of State Fire Protection Agreement assigning to OCFA the County’s three-year agreement with the CAL FIRE to provide wildland fire protection in the State Responsibility Areas, in a form substantially consistent with agreement (Attachment 2).

Impact to Cities/County

OCFA will continue to provide fire protection services to the State Responsibility Areas.

Fiscal Impact

Projected Budget Revenue for duration of agreement:

- FY 2023/24 in the amount of \$16,651,950
 - FY 2024/25 in the amount of \$16,651,950
 - FY 2025/26 in the amount of \$16,651,950
- Three-year total: **\$49,955,850.00**

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

The State, through CAL FIRE, is responsible for fire protection services in State Responsibility Areas (SRAs) in Orange County. Those SRAs are generally unincorporated wildland open space.

Since 1980, the State has contracted to pay the County to perform those fire protection services. (For ease of reference, each State/County agreement is referred to herein as a “State Fire Protection Agreement”.) Since the formation of the OCFA, it has been necessary for the County to assign to OCFA its rights and obligations under the State Fire Protection Agreement to perform the fire protection services in the SRA. (The County/OCFA assignment agreement will be referred to as the “Assignment Agreement”.)

A copy of the 2023-2026 State Fire Protection Agreement is attached hereto as Attachment 1. The proposed Assignment Agreement that is recommended for OCFA Board approval is included as Attachment 2.

The prior State Fire Protection Agreement and Assignment Agreement were set to expire on June 30, 2023. The attached State Fire Protection Agreement and Assignment Agreement would, if approved by OCFA, the County and CAL FIRE, take effect retroactively on July 1, 2023, per CAL FIRE, and would terminate on June 30, 2026. The State Fire Protection Agreement and Assignment Agreement will continue to enable OCFA to bill CAL FIRE for OCFA aircraft, fire engines, specialized equipment, handcrews and other resources deployed on SRA fires.

In addition, the State Fire Protection Agreement and Assignment Agreement will provide the OCFA the ability to seek reimbursement from other agencies for fire suppression resources provided on an assistance-for-hire basis.

Staff is informed that the County Board of Supervisors will consider both the State Fire Protection Agreement and the Assignment Agreement at its meeting on September 26, 2023, and that the State will process the State Fire Protection Agreement for final approval soon thereafter.

Attachment(s)

1. State Fire Protection Agreement (between CAL FIRE and the County)
2. Assignment of State Fire Protection Agreement (between the County and OCFA)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 7CA06178	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Forestry and Fire Protection (CAL FIRE)

CONTRACTOR NAME

County of Orange

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement is:

\$ 49,955,850.00 Forty-Nine Million, Nine Hundred Fifty-Five Thousand, Eight Hundred Fifty Dollars and 00/100 Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions (04/2017)	-
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	Additional Provisions	1
+ - Exhibit F	Gray Book	1
+ - Exhibit G	Operating Plan	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Orange

CONTRACTOR BUSINESS ADDRESS

P.O. Box 57115

CITY

Irvine

STATE

CA

ZIP

92602

PRINTED NAME OF PERSON SIGNING

Donald P. Wagner

TITLE

Chairman, Orange County Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 7CA06178	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Forestry and Fire Protection (CAL FIRE)

CONTRACTING AGENCY ADDRESS

P.O. Box 944246

CITY

Sacramento

STATE

CA

ZIP

94244

PRINTED NAME OF PERSON SIGNING

Mike Parkes

TITLE

Deputy Director, Fire Protection

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**STD213A
ADDITIONAL SIGNATURES**

APPROVED AS TO FORM:

**SOUTHERN REGION DEPARTMENT OF
FORESTRY AND FIRE PROTECTION**

By:

Signature

**David Fulcher
Region Chief
CAL FIRE**

Date _____

By:

Signature

**Donald P. Wagner
Chairman
Orange County Board of Supervisors**

Date _____

ATTEST:

By:

Signature

**Robin Stieler
Clerk of the Board
Orange County**

Date _____

APPROVED AS TO FORM:

By:

**Mark
Servino**

Digitally signed by Mark Servino
DN: cn=Mark Servino, o=County
of Orange, ou=County Counsel,
email=mark.servino@coco.ocgo
v.com, c=US
Date: 2023.08.28 14:21:16
-07'00'

Signature

**Mark Servino
Supervising Deputy County Counsel
Orange County**

Date August 28, 2023

SCOPE OF WORK

1. Contract agreement between California Department of Forestry and Fire Protection (CAL FIRE) and County of Orange / Assignee Orange County Fire Authority (OCFA) to provide wildland fire protection services as described herein:

Contractor shall provide all materials, labor, equipment, tools, permits, taxes, travel, and fees necessary to provide wildland fire protection services.

2. The terms and conditions of this agreement have been previously reviewed and approved by the Department of General Services (DGS) during prior agreement reformat and rewrites. The completed agreement signed by CAL FIRE (STATE) and County of Orange / Assignee OCFA (COUNTY) provides wildland fire protection to State Responsibility Area (SRA) lands within COUNTY pursuant to Public Resources Code (PRC) Section 4129. Agreement also provides for COUNTY to assist STATE outside of COUNTY on a reimbursable basis when requested by STATE. Agreement contains a hold over clause for time required to obtain agency review and approvals.
3. The Agreement may be amended to add additional funds.
4. The services shall be performed on State Responsibility Area (SRA) within the County of Orange.
5. Any reference to CAL FIRE Project Representative shall also include their designee.
6. The services shall be provided during any 24-hour period, Monday through Sunday, year-round.
7. The Project Representatives during the term of this Agreement will be:

Direct all operating inquiries to:

California Department of Forestry and Fire Protection (CAL FIRE)	Contractor: County of Orange
Name: Bryan Giambone, Deputy Chief of State, Federal, and International Programs	Name: Brian Fennessy, Fire Chief, Orange County Fire Authority
Address: P.O. Box 944246 Sacramento, CA 94244	Address: 1 Fire Authority Road Irvine, CA 92602
Phone: (916) 917-3480	Phone: (714) 573-6000
Email: bryan.giambone@fire.ca.gov	Email: brianfennessy@ocfa.org

Direct all other inquiries to:

California Department of Forestry and Fire Protection (CAL FIRE)	Contractor: County of Orange
Name: Bryan Giambone, Deputy Chief of State, Federal, and International Programs	Attention: Robert Cortez, Assistant Chief, Business Services, Orange County Fire Authority
Address: P.O. Box 944246 Sacramento, CA 94244	Address: 1 Fire Authority Road Irvine, CA 92602
Phone: (916) 917-3480	Phone: (714) 573-6012
Email: bryan.giambone@fire.ca.gov	Email: robertcortez@ocfa.org

8. This AGREEMENT, made between the County of Orange, through its Board of Supervisors, hereinafter called COUNTY, and the State of California, Department of Forestry and Fire Protection (CAL FIRE), through duly appointed, qualified, and acting officers, hereinafter called STATE. Where the standard clauses, for example in Exhibit C, use the word "Contractor" that word shall mean COUNTY as COUNTY is used in this Agreement.

9. Recitals

The STATE and the COUNTY agree that the background of this Agreement is as follows:

- A. There are within COUNTY areas designated by the State Board of Forestry and Fire Protection as State Responsibility Areas (SRA) for fire protection through authority vested in STATE by Section 4125, of the Public Resources Code.

EXHIBIT A
(Scope of Work)

- B. STATE, under authority of Public Resources Code Section 4141, may assign responsibility to a Federal Forest Agency within the COUNTY for the prevention and suppression of all fires on State Responsibility Areas (SRA) within Federal Forest Agency's Direct Protection Areas.
- C. Designated State Responsibility Areas (SRA) in Federal Forest Agency's Direct Protection Areas are delineated on maps on file with the STATE in Sacramento, California.
- D. COUNTY, by authority of Public Resources Code Section 4129, has elected to assume responsibility for the prevention and suppression of all fires on State Responsibility Areas (SRA) within COUNTY'S SRA Protection Areas (CPA).
- E. Designated State Responsibility Areas (SRA) in COUNTY'S SRA Protection Areas (CPA) are delineated on maps on file with the STATE in Sacramento, California.
- F. STATE recognizes the capability and efficiency of the COUNTY fire protection organization now maintained by the COUNTY and its qualification to provide the fire protection services described within this Agreement.
- G. COUNTY has the responsibility for providing life and property fire protection in areas designated as State Responsibility Areas (SRA) within COUNTY SRA Protection Areas (CPA).
- H. Under the Budget Act, and in accordance with the STATE'S Fire Protection Plan, there is annually appropriated to CAL FIRE, funding for wildland fire protection in said COUNTY.
- I. Under the authority of Section 4135, of the Public Resources Code, monies paid by STATE to COUNTY shall be expended by COUNTY for the sole purpose to fund the fire suppression resources outlined in the "Gray Book", incorporated by reference and marked **Exhibit F, Gray Book** of this Agreement, for fire prevention, pre-suppression forces preparedness, and suppression of all fires on State Responsibility Areas (SRA) within COUNTY'S SRA Protection Areas (CPA); and STATE, by authority of Section 4475, of the Public Resources Code, may enter into contracts for prescribed burning on wildlands.

10. State and County Responsibilities (Detailed Scope of Work)

- A. The STATE and the COUNTY agree that the following work shall be done under this Agreement:
 - 1) STATE shall supply to COUNTY, the "Gray Book", which outlines and describes the organization to be funded by the STATE to provide fire protection services on a total of approximately 103,600 acres of State Responsibility Area (SRA) within COUNTY'S SRA Protection Areas (CPA).
 - 2) COUNTY shall provide to STATE a plan of operations and organization for the COUNTY department contemplated hereunder on forms approved by the STATE, a copy of which is attached marked **Exhibit G, Operating Plan** of this Agreement, which shall show that COUNTY organization is capable of meeting the requirements set forth in the "Gray Book."
 - 3) STATE shall jointly develop and annually review an Operating Plan with the COUNTY that will document those factors specific to that County. The factors may include specific dispatching procedures, pre-approved initial attack dispatch levels, agency fire protection organization, reimbursement criteria, and other elements agreed to by the STATE and the COUNTY.
 - 4) The STATE'S designated representative shall annually examine, on-the-ground with the COUNTY'S designated representative, the facilities and services the COUNTY has made available in order to ascertain whether the terms of the Agreement have been met. Notwithstanding the foregoing, COUNTY shall permit inspection, at any time by representatives of STATE, of crews, vehicles, property, and other components of the organization established under the terms of this Agreement.
 - 5) Should the operations or organization of COUNTY, in reasonable judgment of the STATE, fail to meet the standard of protection required by this Agreement, the STATE shall so inform COUNTY and take any reasonable action to maintain the required level of fire prevention and suppression capability.

EXHIBIT A
(Scope of Work)

- 6) For the purpose of effecting mutual aid in times of fire emergency, either STATE or COUNTY may contribute without cost to the other, such persons and facilities as the contributing party may be willing and able to contribute, and which the receiving party may be willing to accept and direct; this provision shall not abrogate the terms and conditions specified in any other written agreement entered into by the parties hereto, for the specific purpose of exchanging fire control forces, either on a voluntary or upon a pay basis.
- 7) Rewards as provided in Public Resources Code Section 4417, may be paid by STATE from funds not included in this contract upon recommendation of the Chief of the COUNTY'S department.
- 8) COUNTY shall furnish adequate supervision for said fire protection through a qualified and duly appointed Chief Officer of the department providing services contemplated hereunder. When it becomes necessary to contract for the services of other entities to suppress a wildland fire on State Responsibility Area (SRA) within COUNTY'S SRA Protection Areas (CPA), STATE agrees to accept its proportionate level of financial responsibility for those contracts and services required to protect State Responsibility Areas (SRA) within COUNTY'S SRA Protection Areas (CPA), provided that the COUNTY obtains prior approval from STATE and exercises reasonable care and due diligence in the selection and the supervision of the contracting entities.
- 9) COUNTY shall submit, when required by the STATE, reports relating to fire occurrence and history, law enforcement, personnel status, and fire prevention activity.
- 10) COUNTY shall annually appropriate and expend a sum not less than the amount established annually in the STATE'S Budget Act for said COUNTY for the purpose of preventing and suppressing forest fires as defined in Section 4103, of the Public Resources Code, on the designated State Responsibility Areas (SRA) within COUNTY'S SRA Protection Areas (CPA) during the term of this Agreement.
- 11) COUNTY shall comply with applicable rules and regulations for prescribed burning of wildlands as described in Sections 4461 to 4480, of Public Resources Code.

B. Emergency Operations

When COUNTY resources, equipment, and/or personnel are assigned to a State Responsibility Area (SRA) wildland fire within COUNTY SRA Protection Area (CPA), costs over and above the "Gray Book" allotment may be reimbursed by STATE. Such reimbursements will be in accordance with the following provisions:

- 1) COUNTY may use and bill STATE for COUNTY-funded engine companies, bulldozers, hand crews, aircraft, specialized equipment, and overhead personnel when used to protect STATE interests. Under certain conditions as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement, COUNTY may also bill STATE for STATE-funded COUNTY engine companies, hand crews, and bulldozers. These reimbursements to COUNTY will be from the STATE Emergency Fund and shall be in addition to the annual payment amount described in **Exhibit B, Section 1.C**, of this Agreement.
- 2) The following conditions shall apply for reimbursement of COUNTY engine companies, bulldozers, aircraft, specialized equipment, hand crews, and overhead personnel:
 - a. **ENGINE COMPANIES**
 - i. STATE shall reimburse COUNTY for engine companies when used on a State Responsibility Area (SRA) wildland fire within the COUNTY'S SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. STATE shall reimburse COUNTY for engine companies that provide move-up and cover to STATE-funded COUNTY stations within the COUNTY when such cover assignments are the result of State Responsibility Areas (SRA) wildland fire within COUNTY'S SRA Protection Areas (CPA). Specific conditions for approval of move-up and cover assignments shall be outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.

EXHIBIT A
(Scope of Work)

- iii. Reimbursement of COUNTY engine companies shall be based on COUNTY rates on file with STATE at time of initial dispatch.
 - iv. COUNTY engines billed to STATE must be identified by an incident order and request number and the associated cost; such costs shall be limited to engine and actual assigned personnel.
- b. BULLDOZERS**
- i. STATE shall reimburse COUNTY for COUNTY bulldozers when used on a State Responsibility Area (SRA) wildland fire within COUNTY'S SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. Reimbursement of COUNTY bulldozers, dozer transports, dozer tenders, and operators shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
 - iii. COUNTY bulldozers billed to STATE must be identified by an incident order and request number and the associated cost; such costs shall be limited to bulldozer, dozer transport, dozer tender, and actual assigned personnel.
 - iv. COUNTY shall provide STATE a list of bulldozers, size, model, and identification number, which shall be subject to this Agreement. These shall be included in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
- c. AIRCRAFT**
- i. STATE shall reimburse COUNTY for COUNTY aircraft when used on a State Responsibility Area (SRA) wildland fire within COUNTY SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. Reimbursement of COUNTY aircraft shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
 - iii. STATE shall reimburse for actual personnel assigned to COUNTY aircraft at the COUNTY rate.
 - iv. COUNTY aircraft and helitender billed to STATE must be identified by an incident order and request number and the associated cost.
 - v. COUNTY shall provide STATE a list of aircraft by make, model, and aircraft identification number, which shall be subject to this Agreement. These shall be included in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
- d. SPECIALIZED EQUIPMENT**
- i. STATE shall reimburse COUNTY for COUNTY specialized equipment when used on a State Responsibility Area (SRA) wildland fire within COUNTY SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
 - ii. For the purpose of this Agreement, Specialized Equipment shall include but is not limited to water tenders and overhead vehicles. Other kinds of specialized equipment may be eligible for reimbursement if authorized by STATE.
 - iii. Reimbursement of COUNTY specialized equipment shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.

**EXHIBIT A
(Scope of Work)**

- iv. COUNTY specialized equipment billed to STATE must be identified by an incident order and request number and the associated cost; such cost shall be limited to the cost of the equipment usage and equipment operator.

e. HAND CREWS

- i. STATE shall reimburse COUNTY for COUNTY hand crews when used on a State Responsibility Area (SRA) wildland fire within COUNTY'S SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
- ii. When the California Department of Corrections and Rehabilitation (CDCR) or other State Agency pays the base salary of a hand crew, including COUNTY fire department supervisors, correctional officers, and inmates, then STATE shall only pay those costs which exceed the basic salary of the crew (e.g., overtime and incidental operating expenses) accrued on the emergency.
- iii. The STATE shall reimburse for additional COUNTY personnel needed as crew strike team leaders to a limit of one strike team leader per crew strike team, as defined in Incident Command System (ICS) standards for a crew strike team and for one technical specialist-crews per incident.

f. OVERHEAD PERSONNEL

- i. STATE shall reimburse COUNTY for COUNTY overhead personnel and any strike team leader trainee when used on a State Responsibility Area (SRA) wildland fire within the COUNTY'S SRA Protection Areas (CPA) in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.
- ii. Reimbursement of COUNTY Overhead Personnel shall be based on COUNTY rates on file with STATE at the time initial dispatch.

3) NOTIFICATION

- a. Whenever COUNTY expects payment for services under the provisions of this paragraph, COUNTY must notify STATE of the commitment of any of these resources that have been pre-approved for use as an element of initial attack and so documented in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement. This notification must occur in a timely manner so that an appropriate audit trail can be established.
- b. For those resources employed after initial attack, notification will occur when the request for approval of use is made to STATE.
- c. STATE shall reimburse COUNTY for COUNTY resources (equipment and personnel) when ordered by STATE or COUNTY in support of a special staffing pattern in accordance with conditions for approval of a special staffing pattern as outlined in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.

11. Assistance for Hire

- A. COUNTY resources (equipment and personnel) requested directly by STATE for an out-of-county assignment will be reimbursed as Assistance-for-Hire for actual costs incurred by COUNTY.
- B. For any State Responsibility Area (SRA) wildland fire where costs are incurred pursuant to the terms of this Agreement, STATE and COUNTY will comply with the processes and procedures for incident billing established in the STATE/COUNTY **Exhibit G, Operating Plan** of this Agreement.

EXHIBIT B
(Budget Detail and Payment Provisions)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the STATE shall annually pay to COUNTY that amount which is set forth in the STATE'S budget for each fiscal year involved as the STATE'S contribution to the support of the organization maintained by COUNTY for the prevention and suppression of wildland fires on lands described herein. The total amount payable by STATE to COUNTY for Gray Book-County Budget Detail (Gray Book) shall not exceed the amount specified in **Exhibit B, Section 1. C.** during the term of this Agreement. This amount shall not include payments to the COUNTY for COUNTY resources used to suppress STATE responsibility fires under conditions set forth in **Exhibit A, Paragraph 10. B.** of this Agreement.
- B. COUNTY shall request payment in an amount not to exceed the sum designated in Paragraph A above in the manner described hereinafter.
- C. Total Amount of this Agreement shall not exceed **\$49,955,850.00.**
- D. COUNTY shall prepare and submit "Gray Book" invoices to STATE monthly, quarterly, semi-annually, or annually at COUNTY'S option, in arrears after STATE has certified that such services have been satisfactorily provided in accordance with this Agreement, during the period covered by said invoice. The final statement for any fiscal year covered by this Agreement shall be submitted no later than sixty days following the end of that fiscal year. "Gray Book" invoices shall include the Agreement Number.
- E. Invoice(s) shall be submitted to:

California Department of Forestry and Fire Protection (CAL FIRE)
Attention: Contract County Invoicing
23300 Castle Street
Riverside, CA 92518
(951) 782-4418
CALFIREContractCountiesInvoicing@fire.ca.gov

- F. In the event that the STATE during the term of this Agreement increases salary, augments staffing, or other expense items, having the effect of increasing such cost, the "Gray Book" may be amended to reflect such increase provided that funds have been appropriated and are available for such purpose. Similarly, in the event that the STATE receives a budget reduction having the effect of decreasing such cost, the "Gray Book" may be amended to reflect such decrease. In the event no appropriation is made for the purpose of this Agreement, the obligations of the parties to each other under this Agreement shall cease and this Agreement shall become null and void.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

**EXHIBIT B
 (Budget Detail and Payment Provisions)**

3. Prompt payment clause

A. GRAY BOOK BILLING

When submitting Gray Book invoice, use line-item description “Fiscal Year (insert year) Wildland Fire Protection”. For those COUNTY invoices that do not receive payment within 60 days, COUNTY can contact STATE to advise of non-payment with the STATE point of contact.

B. INCIDENT BILLING

Billing for approved STATE mission shall be submitted to STATE within 180 days of the incident control date. STATE shall approve invoices submitted by COUNTY within 60 days of receipt. If COUNTY or STATE, with good cause cannot meet this approval time frame, COUNTY or STATE may request an extension that will be done in writing. For those COUNTY invoices that do not receive payment after 60 days, COUNTY can contact STATE to advise of the non-payment with the STATE point of contact. Administrative charges may be added to the invoice to STATE, it will not be higher than the CFAA administrative rate.

C. FMAG BILLING

Billing for qualifying FMAG reimbursement shall be submitted to the STATE within 90 days of the FMAG Eligibility Close Date in order to meet STATE and FEMA requirements. If COUNTY, with cause, is unable to meet the deadline, COUNTY may request in writing to the CAL FIRE Contract County Program for an extension, not to exceed 30-days. For those COUNTY invoices that do not receive payment within 60 days, COUNTY can contact STATE to advise of non-payment with the STATE point of contact.

4. Gray Book Funding

County of Orange/California Department of Forestry and Fire Protection (CAL FIRE)

FISCAL YEAR	FUNDING SOURCE	AMOUNT
2023/2024	General Fund	\$15,811,430.00
	Greenhouse Gas Fund	\$840,520.00
2024/2025	General Fund	\$15,811,430.00
	Greenhouse Gas Fund	\$840,520.00
2025/2026	General Fund	\$15,811,430.00
	Greenhouse Gas Fund	\$840,520.00
AGREEMENT TOTAL		\$49,955,850.00

EXHIBIT D
(Special Terms and Conditions)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

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

2. Settlement of Disputes

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

California Department of Forestry and Fire Protection (CAL FIRE)
Attention: Deputy Chief of State, Federal, and International Programs
P.O. Box 944246
Sacramento, CA 94244-2460

Within 10 days of CAL FIRE receiving Contractor's notice, the Contracts Representative or designee shall advise Contractor of the findings and recommend a method to resolve the dispute. Decision of the Contracts Manager or designee shall be final.

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

3. Right to Terminate

Either party may terminate this Agreement at any time by giving a minimum of 12 months' notice to the other party. In the event of termination, STATE shall pay Contractor for all costs and un-cancelable obligations incurred to the date of termination up to but not exceeding the maximum amount payable.

However, the agreement can be immediately terminated for cause. (Refer to GTC 04/2017), Exhibit C, Item 7. Termination for Cause: <https://www.dgs.ca.gov/OLS/Resources>.

4. Subcontractors

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

5. Force Majeure

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

EXHIBIT D
(Special Terms and Conditions)

6. Health and Safety

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

**EXHIBIT E
(Additional Provisions)**

ADDITIONAL PROVISIONS

1. Regulations

Contractor shall comply with all federal, state, city and county laws, regulations, and ordinances applicable to the work done pursuant to this Contract.

2. Holding Over

A. In the event STATE or COUNTY decides not to renew this Agreement, STATE or COUNTY shall provide the other a minimum of 12 months written notice of such intention. If no such notice is received, and a new Agreement has not been executed, this Agreement shall be automatically extended on the same terms and conditions as contained herein, together with Amendments if any, until the earlier of:

- i. The date on which a new renewal Agreement is fully executed, or
- ii. Termination of this holdover Agreement by the mailing by either COUNTY or STATE of 12 months written notice to the other party.

B. Renewal Agreements shall be retroactive to the end of the term of the present Agreement. Any payments made during a holdover period shall, if necessary, be promptly adjusted to comply with payments called for in the new Agreement. Such adjustments shall occur within 60 days after approval of the new Agreement by DGS. COUNTY shall invoice STATE for any billing correction made necessary because of changes in the contract rates.

C. The effectiveness of this Exhibit E, Paragraph 2. A. is conditional upon the lawful appropriation and availability of STATE funding for COUNTY'S services during the term of this Agreement.

3. Indemnification

A. Paragraph 5 of Exhibit C, General Terms and Conditions, does not apply because it is superseded by this Paragraph.

B. COUNTY agrees to indemnify, defend and hold harmless the STATE, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by COUNTY in the performance of this Agreement.

C. Pursuant to Government Code Section 925 et seq., STATE agrees to indemnify, defend and hold harmless the COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by STATE in the performance of this Agreement.

4. Indemnification for Vegetation Management Projects

A. The STATE agrees to indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees, from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising solely out of performance by the COUNTY of approved vegetation management projects undertaken as part of fire prevention activities under this Agreement.

B. Notwithstanding the terminology of Public Resources Code Sections 4119, 4153, 4423, and 4436, the COUNTY shall not act as an agent of the STATE but shall exercise the powers granted in those sections independently as authorized by Public Resources Code Section 4129.

C. Paragraph 15 of Exhibit C does not apply to this Agreement because the services provided in this Agreement were not obtained by means of a competitive bid.

**Exhibit F
(Gray Book)**

The "Gray Book" referenced in **Exhibit A, Paragraph 9. Recital I.** is hereby incorporated by reference and made a part of this agreement as if attached hereto. A copy of the Gray Book will be provided by CAL FIRE.

**Exhibit G
(Operating Plan)**

The Operating Plan provided by COUNTY, in accordance with **Exhibit A, Paragraph 10, Section 2** of this Agreement, is hereby incorporated by reference and made part of this agreement as if attached hereto.

ASSIGNMENT OF STATE FIRE PROTECTION AGREEMENT

This Assignment is made and entered into on the date approved by the Board of Supervisors or when fully executed by the parties, whichever occurs later, and is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County,” and the Orange County Fire Authority, hereinafter referred to as “Authority,” with County and the Authority sometimes referred to as “Party,” or collectively as “Parties.”

WHEREAS, the Orange County Fire Authority, a joint powers authority, was formed as of March 1, 1995, between the County of Orange (County) and various cities in Orange County for the provision of fire services; and

WHEREAS, pursuant to Public Resources Code sections 4129 and 4133, the State of California Department of Forestry and Fire Protection (State) may contract with counties to provide fire protection services in State Responsibility Areas (SRAs) within a county, but the State is not authorized to contract directly with the Orange County Fire Authority for such services; and

WHEREAS, State and County entered into Agreement No. 7CA06178 effective July 1, 2023 (Agreement) for wildland fire protection services in SRAs within the County; and

WHEREAS, the parties desire that the Agreement be assigned to Authority, and the State concurs with the assignment.

NOW, THEREFORE, the Parties mutually agree as follows:

1. County hereby delegates to Authority the duty to perform all obligations specified in the Agreement and the plans and operating procedures for administering said Agreement. County hereby assigns to Authority all of its rights under the Agreement, including the right of County to request and receive payment and reimbursement directly from State for any services provided under the Agreement. Authority hereby accepts the foregoing delegation and assignment.
2. Authority agrees to honor the terms and conditions of the Agreement and the plans and operating procedures for administering the Agreement.
3. Pursuant to Public Resources Code section 4135, the money paid by State under the Agreement shall be expended for fire protection and suppression.
4. Authority agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to Authority’s performance under the Agreement. Provided, however, that nothing in this Assignment waives or limits any immunities Authority may have with respect to claims made by third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year dated below.

ORANGE COUNTY FIRE AUTHORITY
A California Joint Powers Authority

COUNTY OF ORANGE
A political subdivision of the State of
California

By: _____
Vince Rossini, Chair
Orange County Fire Authority
Board of Directors

By: _____
Donald Wagner, Chair
Orange County Board of
Supervisors

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Maria Huizar
Clerk, Orange County Fire Authority

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

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:
County Counsel

By: David Kendig
David Kendig,
General Counsel OCFA

By: Mark Servino
Mark Servino
Supervising Deputy County Counsel

Digitally signed by Mark Servino
DN: cn=Mark Servino, o=County
of Orange, ou=County Counsel,
email=mark.servino@coco.ocgo
v.com, c=US
Date: 2023.08.28 14:32:46 -07'00'

Date: AUGUST 28, 2023

Date: August 28, 2023



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 28, 2023

Agenda Item No. 2C
Consent Calendar

**Acceptance of 2023 Department of Homeland Security/Federal
Emergency Management Agency's Urban Search & Rescue
Preparedness Cooperative Agreement Funding**

Contact(s) for Further Information

Tim Perkins, Assistant Chief
Field Operations South

timperkins@ocfa.org

(714) 573-6761

Sean Lowry, Battalion Chief
US&R Program Manager

seanlowry@ocfa.org

(949) 837-7468

Summary

This annual item is submitted for approval and acceptance of the 2023 Preparedness Cooperative Agreement funding from the Department of Homeland Security/Federal Emergency Management Agency's (DHS/FEMA) National Urban Search and Rescue (US&R) Program.

Prior Board/Committee Action

On September 13, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-0 (Directors Bourne, Patel and Hasselbrink absent).

RECOMMENDED ACTION(S)

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 2023/24 General Fund (121) budget increasing revenues and expenditures by \$1,381,456.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The fiscal impact includes new federal revenue of \$1,381,456 with corresponding proposed expenditures in FY 2022/23. This federally funded program is cost neutral to the OCFA, and the proposed adjustments to the FY 2023/24 budget will have no impact to cash contract city charges.

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Background

California Task Force Five (CA-TF5), located in Orange County and sponsored by the Orange County Fire Authority, is one of 28 National US&R Task Forces. CA-TF5 has used past Cooperative Agreement funds and activation reimbursements to equip and train the task force members for various missions including but not limited to: rescuing victims in collapsed structures,

responding to natural disasters, and responding to attacks from weapons of mass destruction/terrorist attacks.

Currently, CA-TF5 maintains a response capability that includes an apparatus and equipment supply inventory worth approximately \$9 million. There is also a personnel cadre of over 220 members, composed of a civilian element of structural engineers, disaster search canines, physicians, firefighters from the participating agencies of Anaheim, Orange, and the OCFA.

DHS/FEMA has authorized initial funding of \$1,339,456 to the US&R Task Force for the administration of an approved National Urban Search and Rescue Response System and includes \$80,000 in funds to host a National Meeting. In addition to the initial funding that has been awarded to the US&R Task Force, an additional \$42,000 allocation has been awarded to CA-TF5 for the Task Force members that participate in and support the national program in leadership positions. Total grant funding for CA-TF5 is as follows:

Grant Funding Component	Component Amount	Total Grant Funding
<i>Base funding provided to each US&R Task Force:</i>		
• Administration	\$507,369	
• Training (including travel expenses)	\$116,520	
• Equipment/Cache (acquisition, modifications)	\$95,894	
• Storage and Maintenance	\$619,673	
<i>Subtotal</i>		\$1,339,456
<i>Additional funding components provided to CA-TF5 only:</i>		
• Administration – Western Region Sponsoring Agency Chief	\$8,000	
• Administration – National Incident Support Team Leader	\$12,000	
• Administration – National Incident Support Team Representative	\$6,000	
• Administration – National Logistics Functional Group Leader	\$12,000	
• Administration – National Operations Deputy Function Group Leader	\$4,000	
• <i>Subtotal</i>		\$42,000
Total Grant Funding Awarded to CA-TF5		\$1,381,456

The Cooperative Agreement funding continues the development and maintenance of the National US&R Response System resources to be prepared to provide qualified, competent US&R personnel in support of all US&R activities/incidents under the Federal Response Plan. This Cooperative Agreement funding is available for use beginning October 1, 2023, through September 30, 2026.

Attachment(s)

Proposed Resolution for Acceptance of FEMA US&R Cooperative Agreement

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY ACCEPTING THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL URBAN SEARCH AND RESCUE (US&R) PROGRAM COOPERATIVE AGREEMENT TO PURCHASE US&R EQUIPMENT AND SUPPLIES, MAINTENANCE AND REPAIR OF US&R EQUIPMENT, TRAINING, AND PROGRAM ADMINISTRATION

WHEREAS, the Orange County Fire Authority is one of only 28 agencies in the country selected to participate in FEMA's National US&R Response System; and

WHEREAS, OCFA entered into a tri-party agreement with FEMA and the California Governor's Office of Emergency Services, who provide oversight and additional support for the program; and

WHEREAS, currently Orange County US&R California Task Force 5 maintains a response capability including apparatus and equipment supply inventory worth approximately \$9 million; and

WHEREAS, Orange County US&R California Task Force 5 maintains a personnel cadre of over 220 members that include a civilian element of structural engineers, disaster search canines, physicians, as well as firefighters from the participating agencies of Anaheim, Orange and the OCFA; and

WHEREAS, FEMA has authorized a funding award of \$1,381,456 which is available for use beginning September 1, 2023, through August 31, 2026, for preparedness issues related to the Urban Search and Rescue Program.

NOW, THEREFORE, the Board of Directors of the Orange County Fire Authority does hereby resolve to accept the FEMA US&R Cooperative Agreement to be utilized for such things as procurement of US&R equipment and supplies, maintenance and repair of US&R equipment, training and program administration. Additionally, these funds can be used for associated travel expenses for task force personnel to attend US&R-related training courses, exercises, and meetings, and for the management and administration of US&R activities. This includes expenses relating to task force maintenance, development, record-keeping, and correspondence.

PASSED, APPROVED and ADOPTED this _____ day of _____ 2023.

VINCE ROSSINI
Chair, OCFA Board of Directors

ATTEST:

MARIA D. HUIZAR, CMC
Clerk of the Authority

APPROVED AS TO FORM:

DAVID E. KENDIG
General Counsel



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 28, 2023

Agenda Item No. 2D
Discussion Calendar

Carryover of FY 2022/23 Uncompleted Projects

Contact(s) for Further Information

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

Summary

This agenda item is a routine annual request for approval to carryover funding for various projects and grants that were not completed in FY 2022/23 and require movement of the applicable funding into FY 2023/24.

Prior Board/Committee Action

On September 13, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-0 (Directors Bourne, Patel and Hasselbrink absent). Subsequent to the Budget & Finance Committee's approval, staff determined that the carryover of \$90,121 for the Next Generation CAD2CADE (P347) project in Fund 124 is no longer needed and the staff report and attachments reflect this change.

RECOMMENDED ACTION(S)

Authorize the following proposed budget adjustments:

1. Approve a budget adjustment in the FY 2023/24 General Fund (121) to adjust revenues by \$21,467,150 and expenditures by \$22,046,115.
2. Approve a budget adjustment in the FY 2023/24 General Fund CIP (12110) to adjust expenditures by \$5,997,029.
3. Approve a budget adjustment in the FY 2023/24 Fire Stations and Facilities Fund (123) to adjust expenditures by \$21,525,225.
4. Approve a budget adjustment in the FY 2023/24 Communications and Information Systems Fund (124) to adjust expenditures by \$3,972,908.
5. Approve a budget adjustment in the FY 2023/24 Settlement Agreement Fund (139) to adjust expenditures by \$1,500,000.
6. Approve a budget adjustment in the FY 2023/24 Structural Fire Entitlement Fund (171) to adjust expenditures by \$3,509,336.

Impact to Cities/County

The proposed adjustments to the FY 2023/24 budget will have no impact to cash contract city charges.

Fiscal Impact

Increased Cost Funded by Structural Fire Fund: \$0

Increased Cost Funded by Cash Contract Cities: \$0

Approval of the requested adjustments will accommodate a change in timing of revenues and appropriations, from FY 2022/23 into FY 2023/24, 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 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 2023/24. Carryover requests simply reflect a timing change of planned expenditures.

FY 2023/24 Revenue Adjustments - \$21.5 million

Grants: This category represents reimbursements for Grants where expenditures are reimbursed once incurred. The adjustment is for the CalFire Tree Pest Mitigation Grant \$3,172,390, CalFire Greenhouse Gas Reduction Fund \$3,123,572, CalFire Special Projects Augmentation Fund \$1,581,979, CalFire Vegetation Management Grant \$1,051,657, CalFire Fire Prevention Grant \$1,000,000, CalFire Defensible Space Inspection Grant \$615,008, 2022 US&R Grant \$498,723, 2021 US&R Grant \$346,169, CalFire Fuels Reduction Equipment Grant \$250,000, 2020 UASI Grant \$230,000, 2021 UASI Grant \$206,114, Assistance to Firefighters (AFG) Fireground Survival Training Grant \$157,095, Homeland Security OCIAC Grant \$120,000, 2020 US&R Grant \$104,131, USDOT Helopod Grant \$96,454, and USDOT CERT Grant \$17,393. **\$12,570,685**

Project Specific Funds: Revenue adjustment for Quick Reaction Force program to rapidly deploy reinforcement aircraft for wildfire mitigation and suppression. **8,896,465**

FY 2023/24 Expenditure Adjustments - \$22.0 million

Supplies/Professional Services: This category includes adjustments for the following services and supplies: vehicle outfitting \$305,630, staffing system needs assessment \$295,000, Sikorsky helicopter maintenance total assurance plan \$214,786, and badge expenditures \$26,930. **\$842,346**

Grant/Other Reimbursable Programs: These expenditure items include: CalFire Tree Pest Mitigation Grant \$3,172,390, CalFire Greenhouse Gas Reduction Fund \$3,123,572, CalFire Special Projects Augmentation Fund \$1,581,979, CalFire Vegetation Management Grant \$1,051,657, CalFire Fire Prevention Grant \$1,000,000, CalFire Defensible Space Inspection Grant \$615,008, 2022 US&R Grant \$498,723, 2021 US&R Grant \$346,169, 2020 UASI Grant \$230,000, 2021 UASI Grant \$206,114, Assistance to Firefighters (AFG) Fireground Survival Training Grant \$157,095, Homeland Security OCIAC Grant \$120,000, 2020 US&R Grant \$104,131, CalFire Fuels Reduction Equipment Grant \$81,003, USDOT CERT Grant \$17,393, and USDOT Helopod Grant \$2,070. **\$12,307,304⁽¹⁾**

¹ Expenditure adjustment is wholly or partially cost neutral, offset by a corresponding revenue source or dedicated fund balance.

Project Specific Funds: Expenditure adjustment for Quick Reaction Force program to rapidly deploy reinforcement aircraft for wildfire mitigation and suppression.

8,896,465⁽¹⁾

¹ Expenditure adjustment is wholly or partially cost neutral, offset by a corresponding revenue source or dedicated fund balance.

FY 2023/24 CIP and Other Fund Adjustments

- **Fund 12110 – General Fund CIP:** Adjust expenditure budget by \$5,997,029 for various projects not completed in FY 2022/23 as detailed in Attachments 1 and 2.
- **Fund 123 – Fire Stations and Facilities:** Adjust expenditure budget by \$21,525,225 for various projects not completed in FY 2022/23 as detailed in Attachments 1 and 2.
- **Fund 124 – Communications & Information Systems:** Adjust expenditure budget by \$3,972,908 for various projects not completed in FY 2022/23 as detailed in Attachments 1 and 2. Subsequent to the Budget & Finance Committee’s approval, staff determined that the carryover of \$90,121 for the Next Generation CAD2CADe (P347) project in Fund 124 is no longer needed and the staff report and attachments reflect this change.
- **Fund 139 – Settlement Agreement Fund:** Adjust expenditure budget by \$1,500,000 for various projects not completed in FY 2022/23 as detailed in Attachment 1.
- **Fund 171 – Structural Fire Fund Entitlement Fund:** Adjust expenditure budget by \$3,509,336 which reflects the remaining balance for each Structural Fire Fund (SFF) city as detailed in Attachment 1. Allocation of these funds will enable fire service enhancements in SFF member cities.

Attachment(s)

1. Carryover FY 2022/23 into FY 2023/24
2. CIP Project Status

ORANGE COUNTY FIRE AUTHORITY
Carryover FY 2022/23 to FY 2023/24

Fund#	Description	Carryover Revenue	Carryover Expenditure	Budget by Category	Appropriate Fund Balance
Fund 121 - General Fund					
Restricted					
121	US&R Federal Grant 2020	104,131	104,131		-
121	US&R Federal Grant 2021	346,169	346,169		-
121	US&R Federal Grant 2022	498,723	498,723		-
121	AFG Fireground Survival Training Program Grant	157,095	157,095		-
121	UASI 2020	230,000	230,000		-
121	UASI 2021	206,114	206,114		-
121	DHS Liaison - OCIAC	120,000	120,000		-
121	USDOT SLFRF CERT Grant	17,393	17,393		-
121	USDOT SLFRF Helopod Grant	96,454	2,070		(94,384)
121	CalFire Defensible Space Inspection Grant	615,008	615,008		-
121	CalFire Fuels Reduction Equip Grant	250,000	81,003		(168,997)
121	CalFire Greenhouse Gas Reduction Fund	3,123,572	3,123,572		-
121	CalFire Special Projects (Augmentation Fund)	1,581,979	1,581,979		-
121	CalFire Fire Prevention Grant	1,000,000	1,000,000		-
121	CalFire Tree Pest Mitigation Grant	3,172,390	3,172,390		-
121	CalFire Vegetation Management Grant	1,051,657	1,051,657		-
121	Quick Reaction Task Force	8,896,465	8,896,465		-
			Restricted	21,203,769	
Other Services & Supplies					
121	Badge Expenditures		26,930		26,930
121	Staffing System Needs Assessment		295,000		295,000
121	Vehicle Outfitting		305,630		305,630
121	Sikorsky Helicopter Maintenance Total Assurance Plan		214,786		214,786
			Other Services & Supplies	842,346	
Total: Fund 121		21,467,150	22,046,115	22,046,115	578,965
Fund 12110 - General Fund CIP					
Equipment					
12110	Data Storage and Servers (P339)		361,060		361,060
12110	Station Alarm System Upgrades (P334)		123,206		123,206
12110	Data Network Upgrades (P337)		164,054		164,054
12110	800 MHz Radios (P332)		527,620		527,620
12110	Small Equipment and Personal Communications (P330)		40,000		40,000
12110	Personal Computer (PC), Tablets, and Printers (P331)		66,440		66,440
12110	Mobile Data Computers (P303)		212,698		212,698
12110	VHF Radios (P333)		457,223		457,223
12110	Digital Ortho Photography (P341)		21,298		21,298
12110	GIS and HelpDesk Workstations (P436)		169,171		169,171
12110	Temp Emergency Power Generator (P441)		75,000		75,000
12110	Fire Shelters (P412)		140,000		140,000
12110	Chainsaws (P432)		3,774		3,774
12110	Gas Powered Exhaust Fans (P433)		50,000		50,000
12110	Portable Fire Pumps (P439)		12,000		12,000
12110	WMD Protective Suits/Respirator Canisters (P428)		20,000		20,000
12110	HazMat Air Monitors (P434)		31,796		31,796
			Equipment	2,475,340	
Fire Station Improvements					
12110	Enterprise Phone/Public Address System Upgrade (P408)		1,668,486		1,668,486
12110	Inclusive Facilities (P413)		1,320,129		1,320,129
12110	Dorm Repairs Station 41 (Air Operations) (P417)		217,421		217,421
12110	Fire Apparatus Shelters (P431)		200,000		200,000
12110	Fire Station Remodels (P435)		5,838		5,838
12110	Apparatus Bay Doors FS67 (P440)		109,815		109,815
			Fire Station Improvements	3,521,689	
Total: Fund 12110		-	5,997,029	5,997,029	5,997,029

ORANGE COUNTY FIRE AUTHORITY
Carryover FY 2022/23 to FY 2023/24

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)		726,803		726,803
123	Station 10 (Yorba Linda) Replacement (P503)		985,440		985,440
123	Station 12 New Construction (P553)		32,100		32,100
123	Station 24 (Mission Viejo) Replacement (P554)		979,380		979,380
123	State-Funded Hand Crew Station 18 (P555)		16,931,500		16,931,500
123	Upgrades to Fire Station 18 (P263)		178,797		178,797
			Fire Station Improvements	19,834,020	
Other Facility Improvements					
123	RFOTC Training Grounds Expansion & Upgrade (P251)		775,031		775,031
123	Infrastructure Security Enhancements (P247)		916,174		916,174
			Other Facility Improvements	1,691,205	
Total: Fund 123		-	21,525,225	21,525,225	21,525,225
Fund 124 - Communications & Information Systems					
Communications & Equipment					
124	OCFA Enterprise Audio Video Equipment Upgrades (P350)		696,013		696,013
			Communications & Equipment	696,013	
Applications and Systems					
124	CRR Automation - IFP Replacement (P326)		1,215,349		1,215,349
124	EMS Enterprise System Development (P353)		449,950		449,950
124	Incident Reporting Application Replacement (P325)		127,769		127,769
124	911 Voice Recording System (P354)		350,000		350,000
			Applications and Systems	2,143,068	
Business Continuity					
124	OCFA Disaster Recovery Co-Location Facility (P349)		1,053,877		1,053,877
124	RFOTC Data Center Fire Suppression Sys Upgrade (P348)		79,950		79,950
			Business Continuity	1,133,827	
Total: Fund 124		-	3,972,908	3,972,908	3,972,908
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		3,509,336		3,509,336
Total: Fund 171		-	3,509,336	3,509,336	3,509,336

FY 2023-24 Carryover CIP Project Status

Fund 12110 - General Fund CIP	Carryover Amount \$	% Complete/Status (projected month/year of completion)
Equipment		
Data Storage and Servers (P339)	361,060	Ongoing/Annual equipment replacement project
Station Alarm System Upgrades (P334)	123,206	90% of 22/23 stations complete. Multi-year project is 75% complete. Will complete all stations in FY 2023/24 ending project.
Data Network Upgrades (P337)	164,054	Ongoing/Annual equipment replacement project
800 MHz Radios (P332)	527,620	Ongoing/Annual equipment replacement project
Small Equipment and Personal Communications (P330)	40,000	Ongoing/Annual equipment replacement project
Personal Computer (PC), Tablets, and Printers (P331)	66,440	Ongoing/Annual equipment replacement project
Mobile Data Computers (P303)	212,698	Ongoing/Annual equipment replacement project
VHF Radios (P333)	457,223	Ongoing/Annual equipment replacement project
Digital Ortho Photography (P341)	21,298	Ongoing/Biannual project
GIS and HelpDesk Workstations (P436)	169,171	5% complete; Specifications in development
Temp Emergency Power Generator (P441)	75,000	0% complete; Project to start in FY 2023/24
Fire Shelters (P412)	140,000	0% complete; Project to start in FY 2023/24
Chainsaws (P432)	3,774	95% complete; Retain balance for replacing equipment failures
Gas Powered Exhaust Fans (P433)	50,000	0% complete; Project to start in FY 2023/24
Portable Fire Pumps (P439)	12,000	0% complete; Project to start in FY 2023/24
WMD Protective Suits/Respirator Canisters (P428)	20,000	0% complete; Project to start in FY 2023/24
HazMat Air Monitors (P434)	31,796	56% complete; Project to be completed in FY 2023/24
Fire Station Improvements		
Enterprise Phone/Public Address System Upgrade (P408)	1,668,486	10%. Specs and BOM completed, submitting for bid approval in 2Q FY2023/24
Inclusive Facilities (P413)	1,320,129	75% complete; 54 completed and 11 in progress out of 78 facilities; multi-year project through FY 2027/28
Dorm Repairs Station 41 (Air Operations) (P417)	217,421	Project scope revised to include tarmac improvements for new helicopters; work to commence in FY 2023/24
Fire Apparatus Shelters (P431)	200,000	0% complete; Project to start in FY 2023/24
Fire Station Remodels (P435)	5,838	Ongoing/Annual facilities rehabilitation project
Apparatus Bay Doors FS67 (P440)	109,815	Ongoing/Annual equipment replacement project
Fund 123 - Fire Stations and Facilities	Carryover Amount \$	% Complete/Status (projected month/year of completion)
Fire Station Improvements		
Retrofit Existing Station Fire Life Safety Systems (P258)	726,803	Project to begin in FY 2023/24
Station 10 (Yorba Linda) Replacement (P503)	985,440	1% complete; Design phase to start in FY 2023/24
Station 12 New Construction (P553)	32,100	5% complete; Design phase initiated
Station 24 (Mission Viejo) Replacement (P554)	979,380	15% complete; Construction to begin Fall 2023
State-Funded Hand Crew Station 18 (P555)	16,931,500	Project to begin in FY 2023/24

Upgrades to Fire Station 18 (P263)	178,797	90% complete; Additional ongoing improvements for additional Hand Crews anticipated
Other Facility Improvements		
RFOTC Training Grounds Expansion & Upgrade (P251)	775,031	10% complete; Upgrades in design phase with construction to begin in FY 2023/24; Expansion in CUP phase with construction to begin in 2024/25
Infrastructure Security Enhancements (P247)	916,174	30% complete; Control Access Upgrade 70% complete; Cyber/IT Secure Access 95% complete
Fund 124 - Communications & Information Systems	Carryover Amount \$	% Complete/Status (projected month/year of completion)
Communications & Equipment		
OCFA Enterprise Audio Video Equipment Upgrades (P350)	696,013	20% RFSQ complete, Design-Build RFP in-process; Estimate installation starting Jan. 2024
Applications and Systems		
CRR Automation - IFP Replacement (P326)	1,215,349	90%. Go-live in FY 2023/24; Post go-live work anticipated for estimated 2 years
EMS Enterprise System Development (P353)	449,950	25%. Needs Assessment completed, RFP/Bid for Pyxis Automated Medical Dispense equipment completed and will deploy in 23/24; Proof of concept developed for drug log bar-code tracking, RFI for inventory tracking system
Incident Reporting Application Replacement (P325)	127,769	99% complete; Iterative work ongoing to add new features, fix bugs as discovered
911 Voice Recording System (P354)	350,000	25% complete; RFP completed (issued twice); Vendor selected, contract negotiations ongoing; Complete in FY 2023/24
Business Continuity		
OCFA Disaster Recovery Co-Location Facility (P349)	1,053,877	20% complete; Power, data, HVAC architectural design in-process with engineer
RFOTC Data Center Fire Suppression Sys Upgrade (P348)	79,950	75% complete; Installation nearing completion; Integration with UPS, house fire alerting, additional ducting in-process



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 28, 2023

Agenda Item No. 2E
Consent Calendar

Legislative Report

Contact(s) for Further Information

Robert Cortez, Assistant Chief robertcortez@ocfa.org 714.573.6012
Business Services Department

Jay Barkman, Legislative Affairs jaybarkman@ocfa.org 714.573.6048
Manager

Summary

This item is submitted to inform the Board of legislation that has been identified for tracking and adopted positions consistent with the Board adopted Legislative Platform.

Prior Board/Committee Action

On August 29, 2023, the Legislative and Public Affairs Committee reviewed and approved the proposed agenda item by a vote of 5-2 (Directors Wagner and Hertz-Mallari dissented).

RECOMMENDED ACTION(S)

Receive and file the legislative report and adopt positions as recommended by the Legislative and Public Affairs Committee.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

On August 29, 2023, the Legislative and Public Affairs Committee received the attached report and presentation by staff on bills recommended for positions. The committee discussed bills in relation to the Board adopted Legislative Platform and approved the attached report.

One bill that arose in July, SB 610 (Wiener), was identified and added for a recommended “monitor” position that is discussed in the attached report. This is now a two-year bill that will be considered in 2024 and recommended with a monitor position. One other bill, AB 1168 (Bennett) was updated from a monitor position to a recommended position of support. This bill did not pass the legislature prior to their adjournment on September 15, 2023, and is also a two-year bill. Bills passed are now pending with the Governor for his signature.

The committee approved all recommended positions at their meeting on August 29, 2023. A summary of the Governor’s actions will be provided at the October 19, 2023, meeting of the Legislative and Public Affairs Committee.

Attachment(s)

Legislative Report



Orange County Fire Authority

Legislative Report

August 2023

California legislators returned from their summer recess on August 14, 2023, and are now in the final weeks of session until adjournment on September 14, 2023. With policy committees having finished their work before the break, all eyes are now on the Senate and Assembly Appropriations Committees, which have until September 1 to pass or hold fiscal bills. Bills that clear that hurdle will have a couple more weeks to be considered on the floor and then proceed to the Governor for his review. Bills that do not pass will become two-year bills eligible for consideration in 2024.

Legislative leadership and the Governor have several priorities they hope to address including potential general obligation bonds for parks and natural resources, schools, and mental health facilities. OCFA's lobbyist are monitoring for opportunities that may assist with public safety infrastructure or wildland fire safety projects.

Congress will return on September 12, 2023, with their primary focus being the passage of appropriation bills. The federal fiscal year and spending authority ends September 30, 2023, and without passage of those bills a government shutdown will occur. House Republicans and Senate Democrats have forged separate bills that are at varying stages of approval, and they will need to merge those into compromise legislation for signature by the President.

The following are bills identified previously for impact to OCFA and recommended positions consisted with the Board of Directors adopted legislative platform. One new bill, SB 610 (Wiener), is included below and staff will provide a verbal update.

[SB 475 \(Min\) Laguna Woods Fire Station](#)

Summary: This bill is sponsored by OCFA and the City of Laguna Woods to remove state restrictions on city park property preventing construction of a new fire station. The city was the past recipient of state grant funds, and the bill allows the California Department of Park and Recreation (CDPR) to remove the deed restriction placed on the park by that grant. The Laguna Woods city manager and OCFA staff attended the committee hearing on April 26, 2023, where the bill passed unanimously. The bill passed the Senate and proceeded to the Assembly Local Government Committee where it also passed on their consent calendar. Currently, the bill is located on the consent calendar for the Assembly Floor and should quickly proceed to the Senate for concurrence in amendments and then transmission to the Governor.

A letter of support was recently received by the California Professional Firefighters and based on past conversations with CDPR we are hopeful it will be signed.

Emergency Command Center**[AB 277 \(Rodriguez\) Extreme Weather Forecast Center](#)**

Recommended Position: Monitor

Summary: This bill was amended significantly since first seeking to establish the Extreme Weather Forecast and Threat Intelligence Integration Center under the California Office of

Emergency Services (CalOES). Instead, the bill now recognizes that there is a State-Federal Flood Operations Center that exists under the Department of Water Resources. The bill also directs the department to submit a report to the legislature outlining necessary technological advances for agile forecasting. The bill has no impact on OCFA or state emergency planning and will be removed from future bill reports.

[AB 296 \(Rodriguez\) 911 Education Campaign](#)

Recommended Position: Support

Summary: Establishes the 911 Public Education Campaign under CalOES to educate the public on when it is appropriate to call 911 for assistance. In addition, the bill seeks to promote 911 alternatives such as the “988 hotline.” This bill is consistent with OCFA’s Legislative Platform directing support for “measures that reduce false or abusive use of 911 requests for service.”

In Senate Appropriations Committee.

[US HR 369 \(Kim\) Public Safety Communication Standards](#)

Recommended Position: Support

Summary: U.S. Representative Young Kim (CA-40) has introduced this bill to direct federal efforts to improve detection and forecasting of wildfire. The bill was introduced in response to issues the Congresswoman heard about from OCFA, CAL FIRE, and other federal partners about the need to standardize how data and communication are coordinated across agencies.

In the House Science, Space, and Technology Committee ordered to be reported and amendments pending.

Operations

[AB 740 \(Gabriel\) Drone Cybersecurity](#)

Recommended Position: Monitor

Summary: Requires the Department of General Services, in consultation with the Chief of the Office of Information Security, to adopt rules and regulations, by a specified date, to ensure that each unmanned aircraft and unmanned aircraft system used by a government entity, as defined, in part, to include local governmental entities, for any purpose meets appropriate safeguards to ensure the confidentiality, integrity, and availability of any data collected, transmitted, or stored by that unmanned aircraft or system.

AB 955 (Petrie-Norris) was previously identified as imposing similar requirements but was amended to deal with an unrelated topic. Assemblymember Gabriel had added language from that bill and OCFA was monitoring for potential impact to our procurement process for hardware or software related to our drone program. Several public safety agencies and a coalition of local agencies expressed concerns and as a result the bill has become a two-year bill.

In Assembly Accountability and Administrative Review Committee not heard.

[SB 281 \(McGuire\) Aggravated Arson](#)

Recommended Position: Monitor

Summary: Existing law defines aggravated arson as any fire causing property damage of more than \$8.3 million or that causes damage or destruction to five or more inhabited structures. This bill adjusts that amount to reflect inflation to over \$10.1 million through January 1, 2029. If the dollar threshold is not adjusted again in the future prior to expiration the definition of aggravated arson will revert to five or more inhabited structures.

To Governor.

[SB 374 \(Ashby\) Firefighter License Plate](#)

Recommended Position: Support

Summary: Increases the fee to \$40 for a renewal of registration that includes the continued display of the special license plate for firefighters. The bill is supported by California Professional Firefighters and California Fire Chiefs Association.

To Governor.

[SB 577 \(Hurtado\) State Fire Training](#)

Recommended Position: Support- CALCHIEFS Sponsored Bill

Summary: Authorizes the State Fire Marshal to establish and collect the admission fees and other fees associated with the California Fire Service Training and Education Program, and to establish the fees to implement the California Fire and Arson Training Act, only to the extent that state appropriations and other funding sources are insufficient to cover the necessary costs of the activities eligible to be paid from those fees.

Allows additional funds to be accepted by the State Fire Marshal for two programs that provide training and certifications to firefighters. The bill is sponsored by California Fire Chiefs Association to improve funding of training programs and provide relief from fee increases that have impacted volunteer and entry level firefighter positions.

On Assembly Inactive File.

EMS

[AB 1168 \(Bennett\) EMS Administration](#)

Recommended Position: Support

Summary: Requires a city or fire district that contracted for or provided, as of specified date, prehospital EMS, to be deemed to retain its authorities regarding the prehospital EMS when a city or district enters into an agreement with a county for the joint exercise of powers regarding prehospital EMS, or that ceased to contract for, provide, or administer prehospital EMS as a result of a judicial finding, or that contracts with a county to provide prehospital EMS in areas outside of that city or district.

This bill is in response to a 2021 court decision ruling that the City of Oxnard could not “resume” the administration and provision of ambulance transport services within city boundaries. The court found that the city had ceased providing these services when it joined a joint powers authority with the county, and that nothing in state law allowed the city to unilaterally resume administration without the county’s approval.

The author and the League of Cities (sponsor) state they are seeking to allow what had been in place previously, the city administering and/or providing ambulance services, to resume. The bill has been amended to narrowly apply to the City of Oxnard and to address their local dispute with the County of Ventura. The bill specifically references the joint powers agreement between those two agencies and seeks to force a resolution to their dispute. The bill is supported by California Professional Firefighters, California Fire Chiefs Association and other cities and fire districts.

The bill is opposed by over twenty counties including the Orange County Board of Supervisor who adopted an oppose position at their June 27th meeting on a 4-1 vote with Supervisor Katrina Foley dissenting. The counties and associations representing county health officers, EMS Directors, and Administrators state in their opposition that this bill sets a precedent and may undermine their ability to manage a regional and “integrated emergency medical system.”

However, staff recommends a support of the bill as recent amendments provide clarity that any agreements or future joint power authority structures created after January 1, 2024, shall not be construed as a city or fire district relinquishing their rights to administer prehospital EMS. This limited portion of the bill may benefit OCFA and our member cities in considering future prehospital EMS models. Lastly, the bill is consistent with our Board adopted legislative platform that directs us to support measures that increase “city authority to exercise local oversight and administration of the EMS system.”

On Senate Inactive File.

Wildfires

[AB 294 \(Petrie-Norris\) Wildfire Tax Exclusions](#)

Recommended Position: Support

Summary: Excludes monies received for costs and losses due to wildfires or natural hazards from the definition of gross income for tax purposes. The bill sought to provide victims of these disasters relief from paying taxes on settlement amounts received due to wildfire damages.

Held in Assembly Appropriations Committee.

[AB 478 \(Connolly\) Insurance](#)

Recommended Position: Monitor

Summary: Limits increases of yearly insurance premiums for anyone 65 years or older living in a high or very-high fire hazard severity zone.

In Assembly Insurance Committee not heard.

[AB 541 \(Wood\) Wildfire Aftermath Safe Drinking Water](#)

Recommended Position: Monitor

Summary: Directs the State Water Resources Control Board to require public water systems, water corporations, or water districts to test their water source for benzene after a wildfire event of 300 acres or more, if any structure connected to water systems distribution was damaged or destroyed.

The bill has no impact to OCFA or fire agencies in conducting fire suppression operations. Staff will continue to track and monitor how water districts may seek to coordinate access to sites or testing after a wildfire.

To Governor.

[AB 582 \(Connolly\) Tax Credits Fire Resistant Home](#)

Recommended Position: Support

Summary: This bill would allow a credit against those taxes for each taxable year beginning on or after January 1, 2023, and before January 1, 2028, to a qualified taxpayer, as defined, in an amount equal to 40% of the taxpayer's qualified expenses, as defined, not to exceed \$400 per taxable year, or \$2,000 cumulatively.

Held in Assembly Appropriations Committee.

[AB 609 \(Papan\) Aerial Firefighting Technologies](#)

Recommended Position: Support

Summary: Requires the Office of Wildfire Technology Research and Development under CALFIRE to submit a report back to the Legislature by July 1, 2025, evaluating innovative aerial firefighter technologies. The bill requires the office to consider whether updates are appropriate to CALFIRE and CalOES procedures and deployment protocols to include innovative wildfire technologies.

In Senate Appropriations Committee.

[AB 788 \(Petrie-Norris\) Grant Programs](#)

Recommended Position: Support

Summary: Requires the Wildfire and Forest Resilience Task Force, on or before July 1, 2024, and annually thereafter, to compile and post on its internet website specified information relating to specified state and federal grant programs relating to fire prevention, as provided.

In Senate Appropriations Committee.

Community Risk Reduction

[SB 571 \(Allen\) Development Projects Emergency Preparedness](#)

Recommended Position: Oppose Unless Amended

Summary: Requires a proponent of a new development within a state responsibility area or local responsibility area that is within a high or very-high fire hazard severity zone to include an evacuation plan with its application submitted to the local government for the development. Subjects the evacuation plan to the independent approval of the local government, as defined, the respective law enforcement and fire agencies and the California Highway Patrol.

OCFA is concerned about mandated requirements that a local “fire agency” approve evacuation plans submitted by proposed developments in the very high or high fire hazard severity zone. Local fire agencies are not responsible for conducting evacuations or equipped with the personnel to assess evacuation plans. These plans are based on traffic studies and engineering reviews by

transportation or public work officials. Therefore, if the bill proceeds OCFA will request amendments removing local fire agencies from any involvement entirely.

In Senate Governance and Finance Committee not heard.

[SB 610 \(Wiener\) Fire Hazard Severity Zones](#)

*Newly Identified Bill

Recommended Position: Monitor

Summary: This bill will allow local agencies to modify areas that are included or excluded in fire hazard severity zones designated by the State Fire Marshal (SFM). Under existing law local agencies may add areas to the moderate and high zones at their discretion, and to the very-high zones following a finding supported by substantial evidence.

It is unclear if the intent of this bill is to provide local agencies with final authority in designating hazard severity zones, or to create a process with the SFM for pursuing modifications. The bill states that a “local agency may, at its discretion” exclude areas from all three zones following a finding supported by substantial evidence. However, the bill requires that the ordinance enacting this modification “shall not be considered adopted” until approved by the State Fire Marshal. These two provisions appear contradictory and may lead to delays that impact OCFA and other local agencies from enforcing wildfire safety measures.

The bill was amended on June 19, 2022, from a prior version dealing with an unrelated subject matter and will be a two-year bill to be considered in 2024.

Double referred to Assembly Natural Resources Committee and Assembly Local Government Committee.

[SB 675 \(Limon\) Fire Prevention Grazing](#)

Recommended Position: Monitor

Summary: Expands the definition of fire prevention activities to include prescribed grazing, defined as the lawful application of a specific kind of livestock at a determined season, duration, and intensity to accomplish defined vegetation or conservation goals, including reducing the risk of wildfire by reducing fuel loads, controlling undesirable or invasive plants, and promoting biodiversity and habitat for special status species. The bill requires the Range Management Advisory Committee to consult with various state entities to develop a guidance for local or regional “prescribed grazing plans.”

The bill’s goal is to develop clear guidance and encourage the use of “prescribed grazing” by goats, sheep, and other animals to mitigate wildfires.

On Assembly Inactive File.

Human Resources/Risk Management

[AB 700 \(Grayson\) Firefighter Cancer Prevention and Research](#)

Recommended Position: Support

Summary: Establishes the California Firefighter Cancer Prevention and Research Program, and would require the State Department of Public Health, in consultation with the University of California and the FIREScope Program, to develop and administer the program. The bill

designates FIREScope with making final recommendations and requires the department to award grants to eligible educational institutions to conduct research using a fire service community-based participatory research model.

The bill is sponsored by the California Professional Firefighters.

To Governor.

Community Safety

[AB 1056 \(Davies\) Youth Water Safety Grant](#)

Recommended Position: Support

Summary: Requires the Department of Parks and Recreation to establish and administer the California Youth Water Safety State Grant. Requires the department to make funding available to nonprofit organizations and city or county parks and recreation departments to provide free swimming lessons for low-income and at-risk youth. Authorizes an applicant to apply on an annual basis and would prohibit the department from awarding a grant larger than \$25,000 per application.

Held in Assembly Appropriations Committee.

Facilities

[AB 944 \(Irwin\) Fire Stations Alternative Power Generation](#)

Recommended Position: Monitor

Summary: Requires fire stations to have an alternative method of power generation for at least 96 hours during power outages. Requires a fire station that utilizes a generator for alternative power to maintain a fuel supply or ensure delivery sufficient for operations for at least 96 hours. Similarly, stations using battery or renewable generation bus ensure capabilities to operate for at least 96 hours.

This bill raises concerns for local agencies who do not have the financial resources or logistical capabilities to equip every fire station with backup power. Fire departments have implemented plans and designated procedures to ensure operations during the loss of power. This bill does not take those efforts into account. Lastly, under this bill fire departments will be competing for limited generating resources. OCFA is closely monitoring and will work with our fire service partners to communicate concerns.

Held in Assembly Appropriations Committee.

Administration

[SB 769 \(Gonzalez\) Local Government Fiscal and Financial Training](#)

Recommended Position: Monitor

Summary: Requires, if a local agency provides any type of compensation, salary, or stipend to a member of a legislative body, or provides reimbursement for actual and necessary expenses incurred by a member of a legislative body in the performance of official duties, all local agency officials, as defined, to receive at least two hours of fiscal and financial training, as described. Requires training by local agencies at least once every two years.

Amendments made on April 20, 2023, narrow the scope of the bill to apply to local agencies designated as high-risk or that have failed to submit or knowingly submitted false annual financial reports. Staff and our lobbyist reviewed to determine no impact to OCFA.

In Assembly Appropriations Committee.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 28, 2023

Agenda Item No. 2F
Consent Calendar

Contract Award for Ambulance Consulting Services

Contact(s) for Further Information

Rob Capobianco, Assistant Chief
Emergency Medical Services & Training

robcapobianco@ocfa.org

714.573.6006

Summary

This agenda item is submitted for approval to enter into a Professional Services Agreement in an amount not to exceed \$149,916 with Citygate Associates to perform consultation for ambulance service options. Citygate Associates is the top-ranked firm resulting from a competitive Request for Proposal (RFP) process.

Prior Board/Committee Action

On July 27, 2023, the Board of Directors approved and authorized the Purchasing Manager to issue an RFP for consultation on ambulance transportation service options in OCFA jurisdiction, as outlined by the scope of work by a vote of 18-0 (Directors Duncan, Foley, Gamble, Hasselbrink, Hernandez, Hertz-Mallari, and Wagner absent).

On September 13, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-0 (Directors Bourne, Patel and Hasselbrink absent).

RECOMMENDED ACTION(S)

1. Approve a budget adjustment increasing expenditures in the FY 2023/24 General Fund (121) by \$149,916 for Ambulance Consulting Services.
2. Approve and Authorize the Purchasing Manager to enter into a Professional Services Agreement with Citygate Associates for Ambulance Consulting Services for an amount not to exceed \$149,916.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the recommended contracts is requested for a budget adjustment herein.

Increased Cost Funded by Structural Fire Fund: \$149,916

Increased Cost Funded by Cash Contract Cities: \$0

Background

The Orange County Fire Authority is the advanced life support (ALS) provider for our 23 cities and unincorporated Orange County. Of our 23 cities, five of them have what is referred to as 201 rights or the ability to administer their own EMS. 201 cities contract individually for ambulance transportation within their city. The OCEMSA administers the contracts for the remaining 18 OCFA cities and unincorporated areas though five contracts referred to as Exclusive Operating

Areas (EOAs). Historically, these contracts have been negotiated independently of each other and have not employed a regional perspective to efficiently share resources. The OCFA has had very little involvement in the RFP development and minimal operational oversight. The ambulance contracts vary greatly between the different cities and the county.

The involvement of the OCFA in daily operational oversight varies from the dispatching of private ambulances in some cities to completely hands off in other areas. Regulatory oversight is strong in some areas and lacking in others. The ambulance system in Orange County is operating in silos and not collaborating with surrounding jurisdictions. Stronger coordination of ambulance resources between jurisdictions can build a more resilient and cost-effective system.

The OCFA does not currently provide ambulance transportation. Many Fire Departments across California and in Orange County have recently entered the ambulance transportation business like Santa Barbara County, Laguna Beach, and Anaheim. Others have entered into an alliance model or public/private partnership like Contra Costa County and San Diego. There have been changes in state legislation and federal reimbursements that have enabled public providers to reinvest revenue back into the EMS systems in an effort to improve the system and increase sustainability.

Over the next 12-24 months, the majority of the ambulance contracts in OCFA jurisdiction will be coming up for RFP. Three of our cities that contract for their own ambulance service have hired an ambulance consultant to evaluate their options within their city. In an effort to improve response times and the quality of care, the OCFA can play a role in developing a more efficient and collaborative regional ambulance transportation system.

Request for Proposals

In August 2023, OCFA solicited competitive proposals (RFP SK2628) in accordance with Section 1-18 of the OCFA Purchasing Ordinance to perform a study of the ambulance transportation system within the OCFA jurisdiction. The scope of work includes recommendations for how the OCFA can become an active participant in the improvement of a sustainable ambulance system. The OCFA received three proposals in response to the RFP which were evaluated by a panel of stakeholders and subject matter experts including personnel from: Operations/EMS and Logistics. The evaluation criteria utilized to determine which Firm offers the best value (as defined in Section 1-15(1) of the Ordinance) included: Method of Approach (35 points), Qualifications & Experience (40 points), and Price (25 points).

Rank	Firm	Price
1	Citygate Associates, LLC	\$149,916
2	AP Triton, LLC	\$338,038
3	Fitch & Associates	\$99,995

Interviews were held with the top two ranked firms, Citygate Associates and AP Triton. A representative from the County of Orange EMSA was included in the interviews as a non-scoring subject matter expert. Brief summaries of the top two ranked proposals are as follows:

Citygate Associates:

Citygate Associates demonstrated extensive experience with similar sized fire agencies across the state for the same types of analysis. Citygate has a well-established and favorable cross-industry reputation and has consulted the OCFA on past projects. The consultant team proposed to be assigned to the project presented a comprehensive project plan, and their intended project manager demonstrated extensive subject matter knowledge and experience.

The team articulated a clear understanding of our goal for a collaborative plan moving forward, including involvement and input from our stakeholders.

AP Triton:

The proposal submitted by AP Triton provided responsive information about the firm's experience, staff, and technical resources. However, the proposal and presentation did not highlight their plans or ability to develop a collaborative team of stakeholders. In addition, the AP Triton proposal offered less competitive pricing.

The panel evaluators unanimously ranked Citygate Associates highest in the evaluation criteria and for the above discussed reasons, the rankings demonstrated that the proposal submitted by Citygate Associates. provides the best overall value to OCFA.

Conclusion

Based on staff's evaluation of the vendor proposals to provide the ambulance consulting services, staff recommends approval and authorization to enter into a Professional Services Agreement with Citygate Associates in an amount not to exceed \$149,916.

Attachment(s)

Proposed professional services agreement with Citygate Associates

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this 28th day of September, 2023 by and between the Orange County Fire Authority, a public agency, hereinafter referred to as “OCFA”, and Citygate Associates, LLC, hereinafter referred to as “Firm”. OCFA and Firm are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to provide Ambulance Transportation Consulting services as requested in RFP SK2628, hereinafter referred to as “Project”; and

WHEREAS, Firm has submitted to OCFA a proposal dated August 16, 2023, incorporated herein by this reference (“Proposal”); and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Scope of Services, attached hereto as Exhibit “A”, which includes by reference and by addendum: (1) OCFA’s RFP SK2628 (2) Firm’s Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto (“Services” or “Work”). Firm warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any Services pursuant to this Agreement shall have a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services, and/or the terms set forth in the main body of this

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

1.2 Compliance with Law

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

1.3 Licenses and Permits

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

1.4 Familiarity with Work

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

1.5 Care of Work

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

1.6 Additional Services

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

2. TIME FOR COMPLETION

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

3. COMPENSATION OF FIRM

3.1 Compensation of Firm

For the Services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit "A," in an amount not to exceed \$149,916 dollars (\$149,916).

3.2 Method of Payment

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

3.3 Changes

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

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

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

3.4 Appropriations

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

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

4.2 Schedule of Performance

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

4.3 Force Majeure

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

4.4 Term

Unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services, but not exceeding one (1) year from the date hereof, unless extended by mutual written agreement between OCFA and the Firm.

5. COORDINATION OF WORK

5.1 Representative of Firm

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

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

5.2 Contract Officer

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

5.3 Prohibition Against Subcontracting or Assignment

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

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

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

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

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

5.4 Independent Contractor

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

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

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

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

5.6 Employee Retirement System Eligibility Indemnification

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

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

6. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12 Indemnification.

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

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

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

7. RECORDS AND REPORTS

7.1 Reports

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

7.2 Records

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

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

7.3 Ownership of Documents

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

7.4 Release of Documents

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

7.5 Confidential Materials

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law

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

8.2 Waiver

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

8.3 Rights and Remedies are Cumulative

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

8.4 Legal Action

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

8.5 Termination Prior to Expiration of Term

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

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

8.6 Termination for Default of Firm

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

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

8.7 Attorneys' Fees

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

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

9.2 Covenant Against Discrimination

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

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality

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

10.2 Notice

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

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

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

To Firm:

Citygate Associates, LLC
Attention: Stewart Gary
600 Coolidge Drive, Suite 150
Folsom, CA 95630

10.2 Integrated Agreement

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

10.3 Amendment

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

10.4 Severability

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

10.5 Corporate Authority

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

[Signatures on Following Page]

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

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Division Manager

APPROVED AS TO FORM.

ATTEST:

By: _____

David E. Kendig
General Counsel

Maria D. Huizar
Clerk of the Board

Date: _____

“FIRM”

CITYGATE ASSOCIATES, LLC

Date: _____

By: _____

Name: David C. DeRoos, MPA, CMC
Title: President

Date: _____

By: _____

Name:
Title:

Exhibit "A" Scope of Services

A.1 PROJECT BACKGROUND

The Orange County Fire Authority is the advanced life support (ALS) provider for our 23 cities and unincorporated Orange County. Of our 23 cities, 5 of them have what is referred to as 201 rights or the ability to administer their own EMS. These 201 cities contract individually for ambulance transportation within their city. The Orange County Emergency Medical Services Agency (OCEMSA) administers the contracts for the remaining 18 OCFA cities and unincorporated areas through 5 contracts referred to as Exclusive Operating Areas (EOAs). Historically, these contracts have been negotiated independently of each other and have not employed a regional perspective to efficiently share resources. The OCFA has had very little involvement in the OCEMSA RFP development and minimal operational oversight. The ambulance contracts vary greatly between the different cities and the county.

The involvement of the OCFA in daily operational oversight varies from the dispatching of private ambulances in some cities to completely hands off in other areas. The regulatory oversight is strong in some areas and lacking in others. The ambulance system in Orange County is operating in silos and not collaborating with surrounding jurisdictions. Stronger coordination of ambulance resources between jurisdictions can build a more resilient and cost-effective system.

The OCFA does not currently provide ambulance transportation. Many Fire Departments across California and in Orange County have recently entered the ambulance transportation business like Santa Barbara County, Laguna Beach and Anaheim. Others have entered into an alliance model or public/private partnership like Contra Costa County and San Diego. There have been changes in state legislation and federal reimbursements that have enabled public providers to reinvest revenue back into the EMS systems in an effort to improve the system and increase sustainability.

Over the next 12-24 months, the majority of the ambulance contracts in OCFA jurisdiction will be coming up for RFP. Three of our cities that contract for their own ambulance service have hired an ambulance consultant to evaluate their options within their city. In an effort to improve response times and the quality of care, the OCFA can play a role in developing a more efficient and collaborative regional ambulance transportation system.

A.2 OBJECTIVES

Firm shall provide EMS consulting services to:

Provide recommendations to enhance the EMS patient transportation system in Orange County using a regional approach.

- Improve response times
- Improve quality of care
- Improve sustainability and economics for the 201 cities and county EOAs
- Identify revenue sources to re-invest into system enhancements

As the ambulance transport system evolves throughout the state, outline options for OCFA to contribute to the improvement and sustainability of the ambulance system in Orange County

- A. Independent 201 city and county EOA contract operational oversight
- B. Regional program management through public/private partnerships to provide daily operational oversight
- C. OCFA bid on a transportation contract

It is desirable for Firm to have had successful local agency contracts similar in nature with at least one (1) public agency in Orange County within the past two years, preferably inclusive of experience serving fire and/or public safety agencies.

A.3 MINIMUM QUALIFICATIONS

Firm shall have no less than 5 years of experience in the magnitude and character of the work proposed. Firm must not possess a conflict of interest with the OCFA's mission to provide fire and emergency response services to residents of Orange County.

A.4 SUPPLIER RESPONSIBILITIES

The Firm will accomplish the following:

A.4.1 Operational Oversight Option:

- a. **Identify avenues to provide support and subject matter expertise to our member 201 cities and OCEMS with their ambulance contracts.**

In the scenario that the (5) 201 member cities and the (5) Orange County EOAs continue to work independently of each other, identify options for OCFA to assist our member cities and OCEMS to provide operational oversight of existing contracts.

A.4.2 Regional Public/Private Program Management Option:

- a. **Identify OCFA administrative needs to manage a partnership (alliance model) program.**

The OCFA would need to build a support system to administer the management of a regional ambulance system. Identify what would be required to support such a program, including additional staff positions, a third-party billing contract and start-up costs to provide the oversight and required reporting. Evaluate short and long term effects.

- b. **Identify costs for OCFA managing the regional ambulance system.**

Once the administrative needs are identified, the ongoing costs incurred for the organization can be determined. Explore additional revenues that could be brought in to support the enhancement of the system. Evaluate retrospective ambulance transports with payer mix data for all transports in OCFA areas to calculate potential reimbursement via PP-GEMT and other programs. Determine the reimbursement process with CalOptima (Orange County's managed medical program).

- c. **Consider standardization and/or consolidation of the (5) member 201 city ambulance contracts to provide increased savings and better operational oversight**

Ambulance contracts for the 201 cities in Orange County have been approached independently of each other. OCFA is interested in taking a regional look at ambulance contracts for the 201 cities to identify efficiencies. Multiple independent ambulance contracts managed by city staff has created an environment with limited operational oversight.

d. Evaluate the management of member 201 cities plus the Orange County EOAs to provide increased savings and better operational oversight (Economy of scale)

OCFA is interested in a regional look at the total OCFA jurisdiction to identify efficiencies and benefits to a coordinated management of the larger system. With a coordinated operational oversight of a larger system and adequate resourcing, OCFA would be interested to investigate the feasibility of sharing ambulance resources between cities/county contracts. Determine if the regional approach could provide enhancements or relief to the member 201 cities.

e. Analyze the options in dispatching services.

Currently, OCFA provides dispatch services for Westminster and San Clemente. The management and control of those resources are handled by the OCFA. Analyze the efficiency of this service and if it should be expanded, terminated, or reconfigured.

f. Analyze options for the management/supervision of field resources

With a public/private model, the field management and supervision of ambulance resources needs to be clearly outlined.

g. Determine the feasibility of ambulance resource sharing with Orange County Metro Net 201 cities

Currently, the cities in Orange County are a mix of public and private ambulance service. There are agreements in place between some of the public ambulance service providers. Although the agreements exist, there is little sharing of resources between agencies due to the complexity of billing and revenue. There is little formal collaboration between sharing resources between public and private ambulance providers. With a closely managed public/private ambulance service by OCFA, we need to determine the feasibility of county wide ambulance resource sharing.

A.4.3 OCFA Transportation Option:

a. Identify cost efficiencies of a regional single role OCFA ambulance program.

Currently, OCFA does not provide ambulance transportation service options. OCFA has been approached by OCFA member 201 cities to determine the feasibility of providing ambulance transportation in their city. With the goal of improving the ambulance system in Orange County, we are interested in identifying efficiencies created through a regional OCFA ambulance program and need to understand the challenges. Determine if such a program would be more or less cost effective than what could be achieved through a public/private partnership.

b. Identify the start-up and on-going costs for an OCFA ambulance program

Stepping into the ambulance transportation business will require a significant investment in vehicles, personnel, and support infrastructure. Identify the costs associated with starting a transportation division, as well as the ongoing costs to sustain the program.

c. Identify revenue sources to fund an OCFA ambulance program

The revenue opportunities will vary between the different 201 Cities and the County EOAs. Revenue resources will be required to fund an OCFA program. Identify sustainable revenue generation with the intention to reinvest into the system to see improvement. Evaluate retrospective ambulance transports with payer mix data for all transports in OCFA areas to calculate potential reimbursement via PP-GEMT and other programs. Determine the reimbursement process with CalOptima (Orange County's managed medical program)

d. Determine the time requirements to stand up a new OCFA ambulance program

The existing ambulance contracts are on differing timelines. Determine the timeline for equipment/apparatus purchasing and hiring of personnel.

e. Determine impacts and benefits to the OCFA cash contract cities if OCFA deploys an ambulance program

With the formation of an OCFA ambulance service, each member city will be affected differently. Assistance to the cash contract cities have been the subject of discussions and research.

f. Identify OCFA administrative needs to manage an OCFA ambulance program.

The OCFA would need to build a support system to administer the management of a regional ambulance system. Identify what would be required to support such a program, including additional staff positions, a third-party billing contract and start-up costs to provide the oversight and required reporting.

g. Determine the feasibility of ambulance resource sharing with Orange County Metro Net 201 cities

Currently, the cities in Orange County are a mix of public and private ambulance service. There are agreements in place between some of the public ambulance service providers. Although the agreements exist, there is little sharing of resources between agencies due to the complexity of billing and revenue. There is little formal collaboration between sharing resources between public and private ambulance providers. With an OCFA ambulance service, we need to determine the feasibility of county wide ambulance resource sharing.

A.5 DELIVERABLES

Awarded Firm will be responsible to provide a final written report based on the scope of services provided herein with recommendations to OCFA on how to proceed.

A.6 REPORTS AND MEETINGS

As requested by OCFA, the Firm may be expected to be present for Board or committee meetings where the final report is presented. Firm may be expected to provide a presentation on the report and answer questions as necessary.

A.7 ADDITIONAL INFORMATION

SECTION 6—METHOD OF APPROACH

6.1 PROPOSED WORK PLAN AND PLANNED PROCESS

In its requested scope of work, OCFA has asked for research and advice regarding 15 specific supplier responsibilities (RFP Section 2.4) across three major themes. Citygate will:

- ◆ Provide recommendations to enhance the EMS patient transportation system in Orange County using a regional approach, including how to:
 - Improve response times
 - Improve quality of care
 - Improve sustainability and economics for the 201 cities and county EOAs
 - Identify revenue sources to re-invest into system enhancements
- ◆ As the ambulance transport system evolves throughout the state, outline options for OCFA to contribute to the improvement and sustainability of the ambulance system in Orange County, including:
 - Independent 201 city and county EOA contract operational oversight
 - Regional program management through public/private partnerships to provide daily operational oversight
 - OCFA bid on a transportation contract

Some of the specific 15 supplier responsibilities across the three themes overlap others, and most can be worked in a logical sequence to:

1. Build a foundation of understanding
2. Conduct detailed analyses for services-to-cost options
3. Brief stakeholders to gain understanding and support for change

If there is support for change, the final policy direction requires an implementation plan to align with EOA contract end dates. Citygate used the word *understanding* twice in these three steps because there are so many elected officials and executive stakeholders, plus the private ambulance company contractors, without a deep understanding of **why** and **what** to change, the **how** will not matter! Thus, we have organized the 15 questions into the following logical tasks. This also serves to manage costs and agency workload; following this process will ensure we do not expend significant resources on issues that have become irrelevant due to previously significant constraints or hard limitations.

The following is Citygate’s proposed Work Plan, comprised of three tasks, which is generally consistent with our Work Plan for similar studies. Throughout the project’s duration, we will monitor study progress and completion of tasks, which will include providing monthly written status reports and verbal communications as needed. We anticipate this project will take approximately seven months.

Task 1: Assessment of the Existing System

RFP Supplier Responsibilities Addressed

- ◆ 2.4.1a
- ◆ 2.4.2a, 2.4.2c, 2.4.2d, 2.4.2e, 2.4.2g

1.1 Information Request

- ◆ We will request pertinent information and data from the Authority regarding historical ALS first response and BLS ambulance usage. emergency incident activity Documents relevant to this project will include, but may not be limited to:
 - Any past or current fire department studies or research.
 - Community plan documents including current and future land use information.
 - Local census and demographics data.
 - Zoning maps.
 - Service delivery practices and protocols.
 - BLS ambulance suppliers, locations, and capabilities.
 - Aggregate data on transported patient care as to ALS or BLS for 3-5 years.
 - Computer Aided Dispatch (CAD) incident records in computer export format for 3-5 years.
- ◆ Using collected information, Citygate will build a database of operational elements, patient care rendered, current costs, patient cohorts, and locations of significant differential impact(s) on deployment performance.
- ◆ Citygate will also educate the agency team on how various partnerships models work—including their economic lessons—from numerous agency clients currently

undergoing transport system changes such as Santa Barbara, San Bernardino, and San Diego County.

1.2 Listening for Understanding

- ◆ Citygate will interview key stakeholders regarding what works, what is frayed, desired improvements, and what barriers to change exist. Key stakeholders interviewed will include but not be limited to the LEMSA, private ambulance providers, selected City Managers, and Fire Chiefs from the non-OCFA departments in one or more current EOAs.

1.3 Reporting

- ◆ We will prepare and brief regional leadership on the system stressors, what barriers to change exist and, within known hard constraints, what improvements should be deeply modeled.

Task Meetings

One on-site meeting is anticipated for this task to start the project, “plan the plan,” and shape the information requests across multiple agencies.

Two on-site dates are included to educate the study team on partnership and fiscal issue and then conduct key stakeholder listening with the LEMSA, private ambulance providers, selected City Managers, and Fire Chiefs from the non-OCFA departments in one or more current EOAs.

Length

Citygate anticipates this task will take approximately two months.

Task 2: Operational and Economic Modeling

RFP Supplier Responsibilities Addressed

- ◆ 2.4.2b, 2.4.2f
- ◆ 2.4.3a, 2.4.3b, 2.4.3c, 2.4.3f

2.1 Build an Operational Demand Analysis

Citygate’s operational demand analysis will include elements such as:

1. First responder, transports, transport by acuity type (ALS / BLS / Alternative Care Need / No Transport / Referral)
2. Actual time sensitivity needed for first response and types of transport, by area

3. Payor mix analysis of revenues, as is and in light of PPIGT
4. For delivery variations – Determination regarding the startup and ongoing cost needs for dispatch (nurse navigator, etc.), daily management, logistics, continuing education, and QA programs
5. Determination of the billing/collection expense under a public provider model
6. Determination of the impacts of proposed changes on the LEMSA and ePCR systems

2.2 Mid-Project Briefing

- ◆ Citygate will prepare and deliver a detailed Mid-Project Briefing of the operational demand and fiscal analysis, during which we will brief key OCFA leaders, the LEMSA Director, and the OCFA Board Executive Committee. During this briefing we will collaboratively fact-check the work to date and gain alignment on the options regarding which to brief all other stakeholders.
- ◆ Pursuant to collaboration during the Mid-Project Briefing, Citygate will conclude any analysis and correct any factual inaccuracies, as needed.

Task Meetings

In addition to ad-hoc videoconference meetings for information flow and incremental work, one on-site meeting is anticipated for this task for the Mid-Project Review.

Length

Citygate anticipates this task will take approximately two months.

Task 3: Final Analysis and Reporting To Build Support for Change

RFP Supplier Responsibilities Addressed

- ◆ 2.4.3d, 2.4.3e, 2.4.3g

3.1 Determine Best-Fit System Changes

- ◆ Based on any expansion or narrowing because of the Mid-Project Briefing, Citygate will conclude the analysis and costing of the best-fit system changes, from limited coordination, to .201 cities sharing, to a full public provider model.

3.2 Prepare Comprehensive Draft Report with Exhibits

- ◆ Citygate will prepare an overall *Draft* Report with exhibits and PowerPoint document for briefing wide area stakeholders. Upon completion, an electronic Microsoft Word version will be transmitted to the Authority’s project representative for comments using the “track changes” and “insert comment” tools in Microsoft Word.

3.3 Stakeholder Briefings and Outreach

- ◆ We will deliver at least four briefings to all stakeholders in sessions at OCFA, north County, central County, and south County. The OCFA briefing date will also include LEMSA and private ambulance providers.

3.4 Prepare the Final Report

- ◆ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how our review was conducted, what issues were identified, why our recommendations were made, and how implementation should be accomplished.
- ◆ Pursuant to stakeholder briefings and outreach, Citygate will prepare and submit an Executive Summary and Final Report, to include appropriate exhibits as needed.

3.5 Final Presentation

- ◆ If requested, Citygate will present the Final Report to the OCFA Board of Directors and the Orange County Board of Supervisors.

Task Meetings

Citygate anticipates one videoconference meeting to review the Draft Report and briefing PowerPoint.

We also anticipate three days on site for stakeholder briefing meetings in subtask 3.3, and two days on site for OCFA Board and County Supervisors Final presentations.

Length







Citygate anticipates that this task will take approximately three months.

6.2 PROPOSED PROJECT SCHEDULE

Citygate is prepared to initiate this study upon execution of a contract for services. Based on our experience with similar studies, and with contingency and/or holiday interruptions, we expect this study to take approximately seven months to complete as summarized in the following chart.

Proposed Project Schedule

Task		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
1	Assessment of Existing System							
2	Operational and Economic Model							
3	Final Analysis and Reporting To Build Support for Change							

 Issue Document Request	 Start-Up Meeting / Stakeholder Listening	 Preliminary Findings Briefing
 Submit and Review Draft Report	 Submit Final Report	 Final Report Presentation

6.3 PROJECT CONTACT

Chief Stewart Gary, Citygate’s Public Safety Principal, will be OCFA’s day-to-day contact for this study. He can be reached via phone, email, or text message.

6.4 STUDY COMPONENTS WITH WHICH THE AUTHORITY MUST ASSIST

The Authority and agencies have the best ability to provide the required data to assist Citygate with this study. Therefore, the Authority and agencies will assist Citygate by:

- ◆ Providing descriptive and electronic data about OCFA.
- ◆ Meet with Citygate in a reasonable time in light of the project schedule.
- ◆ Assist Citygate in identifying outside of OCFA stakeholders for interview and data collection.
- ◆ Identifying a single point of contact for this project.

A.8 PRICING

SECTION 9—PRICING PAGE

9.1 PROPOSAL COST

Citygate’s cost proposal is response to the scope of work and timeframe requested by the Authority. In your requested scope, if early research indicates the need for it, *you have asked for potentially an OCFA wide ambulance deployment plan to then drive costs to revenues. This is extensive work. Consider the pricing below to thus be more of a worst-case analysis.*

Additionally, the number of desired service models and briefings is not known due to how the incremental research yields client direction to decrease or increase models. Therefore, this pricing assumes a serious effort and robust mid-project and Final Report on-site briefings.

Our charges are based on actual time spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. We will undertake this study for a “not-to-exceed” total cost based on our Work Plan and Scope of Work, outlined in the following table. The Authority’s Pricing Page has been provided immediately following.

Task	Consulting Fees of Project Team	Hours	Reimbursable Expenses	Administration (7.5% of Hourly Fees)	Total
Task 1	\$30,940	135	\$4,569	\$2,321	\$37,830
Task 2	\$44,770	192	\$1,760	\$3,358	\$49,888
Task 3	\$53,655	247	\$4,520	\$4,024	\$62,200
Total	\$129,365	574	\$10,849	\$9,702	\$149,916

9.1.1 Hourly Rates

Classification	Rate	Consultant
Citygate President	\$260 per hour	David DeRoos
Public Safety Principal	\$260 per hour	Stewart Gary
Senior Fire and EMS Specialist	\$225 per hour	Christopher Heiser
Senior Fire and EMS Specialist	\$225 per hour	Michael Dyer
Local Government Fiscal Specialist	\$225 per hour	Andrew Green
Statistical and Operational Analysis Specialist	\$195 per hour	Eric Lind
EMS Data Specialist	\$250 per hour	Joshua Brandt
Report Project Administrator	\$135 per hour	Various
Administrative Support	\$95 per hour	Various

9.1.2 Billing Schedule

We will bill monthly for time, reimbursable expenses incurred at actual costs (travel), plus a seven-and-a-half percent (7.5%) administration charge in lieu of individual charges for copies, phone, etc. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically. If we are selected for this project, we will request the email for the appropriate recipients of the electronic documents. Hard copies of these documents will be provided only upon request. We prefer to receive payment through ACH Transfer, if available.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset our start-up costs. This advance would be credited to our last invoice.

EXHIBIT J: PRICING PAGE

PROPOSAL COSTS - The fee information is relevant to a determination of whether the pricing offered is fair and reasonable in light of the services to be provided. Pricing shall include all labor and charges incidental to the services as described in your proposal. OCFA will not separately reimburse costs not included in the proposal. Any additional fees such as printing or other expenses specific to the work provided within the scope of the agreement must be pre-authorized by the OCFA in writing before services are performed and billed. The pricing provided below should include all administrative and support costs. OCFA has identified common operational expenses that **will not** be considered eligible for reimbursement, such as normal business office expenses, telephones, administrative assistance, meals, and other costs associated with doing business.

J1. LUMP SUM FEE	
EMS System Analysis	
Description of Service	Lump Sum
Ambulance Transport Services Consulting	\$149,916
J2. FEE SCHEDULE – ADDITIONAL:	
Please provide details on hourly rates that would apply for additional as-needed services that may be requested. If multiple positions will be assigned to OCFA please list them out and provide any minimum hourly increment that you would propose to bill OCFA for.	
Citygate's proposal features an hourly rate for each individual assigned to this project. See 9.1.1.	
Please provide details on how incidentals and travel will be billed to OCFA and if there is any markup.	
Citygate applies NO markup to incidentals and reimbursable expenses. We only charge direct cost.	
Based upon the recommendation in the final report and direction from the OCFA Board of Directors, OCFA may require additional consulting services such as RFP development, etc. How would pricing for these services be structured?	
Based on time and materials rates, as agreed upon by the Authority an Citygate in writing.	
Please see our hourly rates in Section 9.1.1 of our proposal.	

PRICE CHANGES – Contract pricing shall remain fixed for the initial one (1) year term of the contract. Price changes will only be granted during the 90-day period prior to each annual anniversary of the contract effective date.

GOVERNMENT / CO-OPERATIVE CONTRACT: Is your pricing based on a Government or Co-operative contract **Yes** **No**

If yes, please provide details of which agency and contract the pricing is based on:

"PIGGYBACK" CLAUSE. Offeror shall indicate below if they will extend the same prices, terms, and conditions of the proposal to other public agencies. Offeror's response to this question will not be considered in award of contract. When the Offeror extends the prices, terms, and conditions of this proposal to other public agencies, the contract shall be between Offeror and the other agencies, and the Orange County Fire Authority shall bear no responsibility or liability for the contracts. **Yes** **No**

ADDITIONAL INFORMATION – Provide any additional information you would like OCFA to consider, including, but not limited to, suggestions on alternative pricing structures:

PAYMENT TERMS: Subsequent to delivery and acceptance of delivery, the supplier must submit an invoice for payment. Invoices can be sent electronically to: ap@ocfa.org.

Invoices shall include the Company's Federal Tax ID number, Blanket Order number, quantity & description of the product delivered, the delivery location, date of delivery and price. Payment shall be made within thirty (30) days after receipt of accurate invoice. Invoices are to be submitted in arrears for goods provided. OCFA will endeavor to honor any "prompt payment discounts" when appropriately earned. Payment discounts must be clearly indicated in the bid submission. Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date OCFA's warrant is mailed.

TERM OF OFFER - It is understood and agreed that this offer may not be withdrawn for a period of one hundred eighty days (180) from the Proposal Submittal Deadline, and at no time in case of successful Offeror.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 28, 2023

Agenda Item No. 3A
Discussion Calendar

**Zero-Emission Vehicle Transition Plan and
Policy for Charging of Employee Vehicles**

Contact(s) for Further Information

Jim Ruane, Assistant Chief jimruane@ocfa.org 714.573.6801
Logistics Department

Lori Zeller, Deputy Chief lorizeller@ocfa.org 714.573.6020
Administration & Support Bureau

Summary

This agenda item is submitted to seek approval to incorporate a Zero-Emission Vehicle (ZEV) Transition Plan in the OCFA Strategic Goals, and as an interim measure pending installation of OCFA charging stations, permit employee charging of personal vehicles at OCFA facilities as a temporary employee benefit.

Prior Board/Committee Action(s)

On August 1, 2023 the Human Resources Committee directed staff to return to the Board of Directors with a zero emission vehicle transition plan, and to consider a policy change that would permit charging of employees' vehicles at OCFA facilities by a vote of 7-0.

RECOMMENDED ACTION(S)

1. Staff recommends Board acceptance of the proposed Zero Emission Vehicle Transition Plan as an addition to the OCFA Goals, Objectives and Performance Measures, and direct staff to initiate implementation of this multi-year goal.
2. Pending future installation of OCFA charging facilities, authorize staff to revise current policy so as to permit charging of employee personal vehicles using OCFA electrical facilities, while on duty, as a temporary employee benefit.

Impact to Cities/County

Not applicable.

Fiscal Impact

Not applicable.

Zero-Emission Vehicle Transition Plan

Background

The Governor's 2020 Executive Order (N-79-20) mandates that all light-duty vehicle sales be zero-emission vehicles (ZEVs) by 2035, and all bus and truck sales be ZEVs by 2045. Accordingly, the California Air Resources Board (CARB) is developing a medium and heavy-duty zero-emission fleet regulation, with the goal of achieving zero-emission truck and bus fleets by 2045, where feasible.

The OCFA frontline fleet currently consists of 106 frontline fire apparatus, 18 heavy-duty vehicles, and 282 light/medium-duty vehicles. OCFA's efforts towards transitioning to ZEVs were initiated with adoption of the FY 2023/24 Budget and 5-Year Capital Improvement Plan (CIP), which included funding for replacement of nine light-duty vehicles with hybrid or all-electric drive systems. A project for installation of solar facilities was also approved, which may be used in support of the new hybrids or ZEVs.

Discussion

Considering the above described makeup of OCFA's fleet, staff is proposing a ZEV transition plan that establishes an initial set of goals with flexible implementation dates, subject to adjustment based on rapidly developing ZEV technology, manufacturers' available inventory, and normal anticipated budget constraints. An ideal method for formally adopting and tracking future progress with the ZEV transition plan is to add it to the OCFA Strategic Goals, Objectives and Performance Measures document, specifically within the "Our Technology" department objectives, as a multi-year goal. Attachment 1 provides this goal addition as it would appear in the document.

The specifics of the proposed ZEV Transition Plan, shown below, are largely driven by the makeup of the OCFA fleet, with light/medium-duty vehicles addressed in the near-term, heavy-duty vehicles in the midterm, and fire apparatus not having specified target transition dates. This is due to the limited experience, availability, and the specialized purposes of EV fire apparatus placed in service thus far in California.

OCFA Goals, Objectives and Performance Measure – Zero-Emissions Vehicle Transition Plan

Consistent with the Governor's 2020 Executive Order (N-79-20) mandating that all light-duty vehicle sales be zero-emission vehicles (ZEVs) by 2035, and all bus and truck sales be ZEVs by 2045, Fleet Services, in partnership with Property Management, Operations and support departments, will incorporate the following in the management of the fleet replacement plan and supporting infrastructure:

- Develop a master plan for adding EV charging facilities and equipment at the RFOTC and fire stations, sufficient to accommodate an EV light-duty fleet by 2035, a medium/heavy-duty EV fleet by 2045, and propose new or revise existing planned capital improvement project budgets to support the ZEV Infrastructure Master Plan.

Property Management – Target completion date: Master plan developed by end of FY 2024/25

- Develop specifications for replacements and additions of all light-duty vehicles that include traditional (internal combustion ICE), zero-emission, and low-emission (hybrid) drive systems for concurrent/alternate bidding. Where feasible and permitted, incorporate total cost over life of vehicle in specification tabulations. Phase out hybrid and ICE specifications as needed to reach the 2035 and 2045 all ZEV target dates.

Purchasing, Fleet Services, Operations (Equipment Committee) – Target completion date: Specifications developed for bids issued beginning FY 2024/25

Note: Acceptance of actual bids will be dependent on inventory availability, total cost of ownership, and availability of support facilities as determined by the ZEV Facilities Master Plan

- With annual updates to the operating budget and 5-Year CIP, propose budgets in support of the transitioning fleet, including CIP/asset costs and support facilities.

Fleet Services, Property Management - Target completion date: Annually beginning with the FY 2024/25 Budget and 5-Year CIP

- On an annual basis, evaluate the market and available EV support infrastructure for possible replacement of medium/heavy-duty fleet and apparatus units with ZEV drive systems.

Purchasing, Fleet Services – Target completion date: Medium/heavy-duty annually beginning with FY 2025/26; Fire apparatus target date for future determination.

- Incorporate ZEV technology in the fleet maintenance training and education goals.
Fleet Services - Target completion date: The outset of FY 2024/25

Recommendation

Staff recommends Board acceptance of the above outlined proposed ZEV Transition Plan as an addition to the OCFA Strategic Goals, Objectives and Performance Measures, and direct staff to initiate implementation.

Vehicle Charging Policy

Background

Currently, OCFA policy (implemented by management) prohibits use of OCFA facility electrical sources for charging of employee personal EVs. As reported to the Human Resources Committee, AB 2414 which amended Gov. Code 14678 in 2014 (see Attachment 2), specified that the use of electricity by state government and other government entities, state officers and employees, or other persons for the charging of an electric vehicle in a department maintained or joint use motor vehicle parking facility is not a gift of public funds that is prohibited by the California Constitution. Consequently, the Committee suggested that if so desired, the Board of Directors could direct staff to amend the personal vehicle charging policy, which would constitute a Board-authorized employee benefit.

Pending the outcome of staff's efforts to obtain grant funds for the installation of charging stations at its facilities, or implementation of the above ZEV Infrastructure Master Plan, employee vehicle charging would generally be limited to use of standard 110 outlets, or "Level 1" slow charging, and only where logistically practical (close proximity to unobstructed outlet, clear of vehicle maneuvering lanes, etc.).

Discussion

If authorized by the Board, staff's revision of policy to permit employee vehicle charging using OCFA facilities would be implemented as an interim solution, pending development of the ZEV Infrastructure Master Plan, and/or possible installation of third party metered fast charging stations at OCFA facilities. Implementation of this interim solution would limit employee vehicle charging to use of 110-outlet Level-1 charging, and would not result in upgrades to OCFA facilities' electrical infrastructure at this time. Using an average of OCFA's electricity costs on a kWh basis, typical employee work schedules (including overtime shifts), and assuming average charging sessions at 50% of vehicle capacity, energy costs for employee vehicle charging are estimated at \$1,100 per year for a constant staff safety employee, and \$2,200 for a non-shift employee. The current annual electric utility cost for OCFA facilities is approximately \$2.4 million. Based on the anticipated employee utilization of OCFA facilities for personal vehicle charging, no measurable or significant budget adjustment is projected to be needed at this time.

Recommendation

Pending future installation of OCFA charging facilities, authorize staff to revise current policy so as to permit charging of employee personal vehicles (Level 1 / 110-outlet only) using OCFA electrical facilities, while on duty, as a temporary employee benefit.

Attachments:

1. Proposed Amendment to FY 2023/24 Goals (Redlined)
2. AB2414

<p><u>OCFA STRATEGIC GOALS – FY 2023/24</u> <u>September 2023 Addition</u> GOALS, OBJECTIVES & PERFORMANCE MEASURES</p>	<p><u>Responsibility</u> Designated department lead</p>	<p><u>Performance Measures</u> Target start date (TSD), target completion date (TCD), and completion benchmark (CB)</p>	
<p>3. <u>Our Technology</u> <i>Goal #3: Implement and utilize emerging technologies that support the needs of the organization by maximizing operational efficiency and improving quality of service.</i></p>			
<p>e. Develop and implement a Zero-Emissions Vehicle (ZEV) Transition Plan consistent with California Executive Order N-79-20, as outlined in the September 28, 2023 Board of Directors staff report, and comprised of the following major objectives:</p> <ul style="list-style-type: none"> • Plan for and implement OCFA facility and equipment upgrades as needed to support ZEV fleet vehicles by the Executive Order target dates • Update procurement policy/procedures and documents as needed to provide for ZEV fleet replacements • Incorporate support of the ZEV Transition Plan into the budget and 5-Year CIP, including fleet asset costs and support facilities, and staff training 	<p>Logistics, Business Services</p>	<p>TSD: TCD: CB:</p>	<p>September 28, 2023</p> <p>Budget support goal: July 1, 2024 <i>(to be included with adoption of the FY 2024/25 Budget and 5-Year CIP)</i></p> <p>Overall goal: 2035 for light-duty vehicles; 2045 for buses/trucks, or as dictated by future CARB regulations</p> <p>The FY 2022/23 and 2023/24 5-Year CIPs include funding for up to 10 light-duty vehicle replacements with hybrid or ZEV vehicles.</p>

Assembly Bill No. 2414

CHAPTER 215

An act to amend Section 14678 of the Government Code, relating to state government.

[Approved by Governor August 19, 2014. Filed with
Secretary of State August 19, 2014.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2414, Ting. Parking facilities: electric vehicle charging.

The California Constitution generally prohibits the making of a gift of any public money, or thing of value.

Existing law authorizes the Department of General Services to acquire real property to operate and maintain motor vehicle parking facilities, as specified. Existing law authorizes the department to enter into arrangements with other public and state agencies for joint use of these parking facilities, as specified.

This bill would specify that the use of electricity by state government and other government entities, state officers and employees, or other persons for the charging of an electric vehicle in a department maintained or joint use motor vehicle parking facility is not a gift of public funds that is prohibited by the California Constitution.

The people of the State of California do enact as follows:

SECTION 1. Section 14678 of the Government Code is amended to read:

14678. The Department of General Services is authorized to acquire, pursuant to the Property Acquisition Law (Part 11, commencing with Section 15850, Division 3, Title 2, Government Code) or by lease or other means, real property and to construct, operate, and maintain motor vehicle parking facilities thereon for state officers and employees, or other persons, provided that no such acquisition shall be commenced pursuant to the Property Acquisition Law unless and until an appropriation of funds therefor has been made by the Legislature. The department may enter into arrangements with other public and state agencies for joint use of motor vehicle parking facilities, provided the benefit to be derived by the state is commensurate with its participation. The department may prescribe the terms and conditions of this parking, including the payment of parking fees in any amounts and under any circumstances as may be determined by the department. Varying rates of parking fees may be established for different localities or for different parking facilities. The department may charge different rates of parking

fees based on the number of riders in each vehicle. In determining rates of parking fees the department shall consider the rates charged in the same locality by other public agencies and by private employers for employee parking. The use of electricity by state government and other government entities, state officers and employees, or other persons for the charging of an electric vehicle in a department maintained or joint use motor vehicle parking facility is not a gift of public funds by the department that is prohibited by Section 6 of Article XVI of the California Constitution.

Revenues received by the department from (a) any of the hereinabove motor vehicle parking facilities as may be designated by the director, and (b) motor vehicle parking facilities under the jurisdiction of any other state agency which has entered into an agreement with the department for the payment of revenues therefrom to the department, shall be deposited in the General Fund and are hereby appropriated, without regard to fiscal years, to the Department of General Services for the construction, operation, and maintenance of motor vehicle parking facilities on real property acquired hereunder or on real property under the jurisdiction of any other state agency which has agreed to the payment of revenues as aforesaid from its motor vehicle parking facilities to the department, for reimbursement to state agencies for all or part of the costs incurred by these agencies in selling public transit passes at a discount to defray state agency employees' commuting costs, and for other approved transportation subsidy programs. The department shall certify to the Department of Finance the amount of funds available for reimbursement of transportation subsidies. The Department of Finance shall determine the amount that may be withdrawn by state agencies for payment of these subsidies. Requests from state agencies for reimbursement shall include appropriate verification of the state agency's costs. Any unneeded balance in this appropriation shall be transferred by the Controller on order of the Director of General Services to the unappropriated balance of the General Fund.

The Legislature by this section does not intend to authorize the institution of a private parking program unrelated to state purposes in competition with private industry.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 28, 2023

Agenda Item No. 3B
Discussion Calendar

Wildfire Resource Center (Camp 18) Site Selection

Contact(s) for Further Information

Jim Ruane, Assistant Chief Logistics Department	jimruane@ocfa.org	714.573.6801
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Lori Zeller, Deputy Chief Administration & Support Bureau	lorizeller@ocfa.org	714.573.6020
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Summary

This agenda item is submitted for Board consideration of location options for the new Wildfire Resource Center, which will replace the existing Camp 18 location, to house OCFA’s Hand Crew Firefighters, Crew Supervisors, Dozer staff, related heavy equipment, and apparatus.

Prior Board/Committee Action

On September 22, 2022, the Board of Directors approved the allocation of \$4.2M in State funding beginning in FY 2022/23 for an expanded Hand Crew program. On November 17, 2022, the Board of Directors approved an amendment to the 5-Year CIP to add \$16.9M in State funding for a new Wildfire Resource Center to support the expanded Hand Crew program.

RECOMMENDED ACTION(S):

Option 1: Direct staff to proceed with actions to purchase the proposed Rancho Mission Viejo site for OCFA’s future Wildfire Resource Center (subject to successful price negotiations and subject to any applicable due diligence related to the proposed site) and return to the Board for approval of the purchase agreement; or

Option 2: Alternatively, direct staff to return to the Board with additional information the Board may need to facilitate this proposed site selection.

Impact to Cities/County

Not Applicable.

Fiscal Impact

In 2022, OCFA was awarded \$16.9M in State funding for a new Hand Crew facility. Funds are specifically budgeted in Org 123 Fire Station and Facilities Fund under Project #P555.

Increased cost funded by Structural Fire Fund	\$0
Increased cost funded by Cash Contract Cities	\$0

Background

Beginning with the adoption of the 2022-2023 State Budget, the Authority received funding for a second permanent Hand Crew. The second Hand Crew has greatly augmented the services provided through OCFA’s Hand Crew Program, with improved ability to respond to wildfires

throughout the year, implement high-priority fuel reduction projects to protect communities from wildfire, and participate in prescribed fire projects to achieve more resilient landscapes.

Additionally, following efforts by Senator Dave Min and supported by OCFA management and the Orange County Professional Firefighters Association, OCFA received \$16.9M in State funds for a new Hand Crew facility, now coined the future Wildfire Resource Center, where the OCFA Hand Crews will operate from. Accordingly, OCFA Property Management, working with OCFA's real estate consultant and real estate firms, conducted a comprehensive search and evaluation to determine viable sites for construction and operation of the Wildfire Resource Center in support of the Hand Crew Firefighters (2 crews of 21 HCFFs each), Crew Supervisors, Dozer staff, related heavy equipment, and apparatus.

Findings

The criteria for evaluating potential sites for the Wildfire Resource Center included, most critically, location and travel coordination to reach areas of potential wildland fires, adequate lot size for current and future use, ingress and egress, topography, environmental conditions, geology, and land use compatibility, such as local zoning and permitted land uses. This research and analysis resulted in identifying two viable sites, as follows:

- **San Clemente:** Two sites of noncontiguous land, 4.6 acres combined, both on Ave. Vista Hermosa in close proximity to OCFA Fire Station 59 and Vista Hermosa Sports Park
- **Rancho Mission Viejo:** One site of land, 5.0 acres, in close proximity to Ortega Highway, SR 74, on the corner of Gibby Rd. and Coyotes Rd.

Staff's summary of sites that were evaluated, and analysis of the two specific sites listed above are provided as Attachment 1 to this staff report. Since Board direction regarding negotiations about price and terms of payment for the selected property will occur after site selection, proposed pricing is being communicated confidentially to the Board, including in closed session regarding Real Property Negotiations.

Ultimately, staff is recommending selection of the Rancho Mission Viejo site based on (1) input from OCFA Operations Chiefs, (2) the site's positive features in connection with the evaluation criteria identified above, and (3) the advantageous location and size of the site. In summary, this site offers OCFA the greatest operational and service delivery advantage.

Following the presentation, staff would like to hear from the Board to determine if additional information is needed to guide the site selection. If no further information is needed, then staff is recommending that the Board select the Rancho Mission Viejo site for the new Wildfire Resource Center, subject to successful price negotiations and subject to any applicable due diligence related to the site.

Upon direction from the Board for preliminary site selection, real property negotiators will then consult with the Board of Directors in closed session to obtain authorization for acquisition price and terms of payment. Upon successful completion of any applicable negotiations and due diligence processes, staff will return to the Board for approval of formal agreements (purchase agreement) and/or other legal documents, as necessary.

Attachment

Wildfire Resource Center Site Evaluations



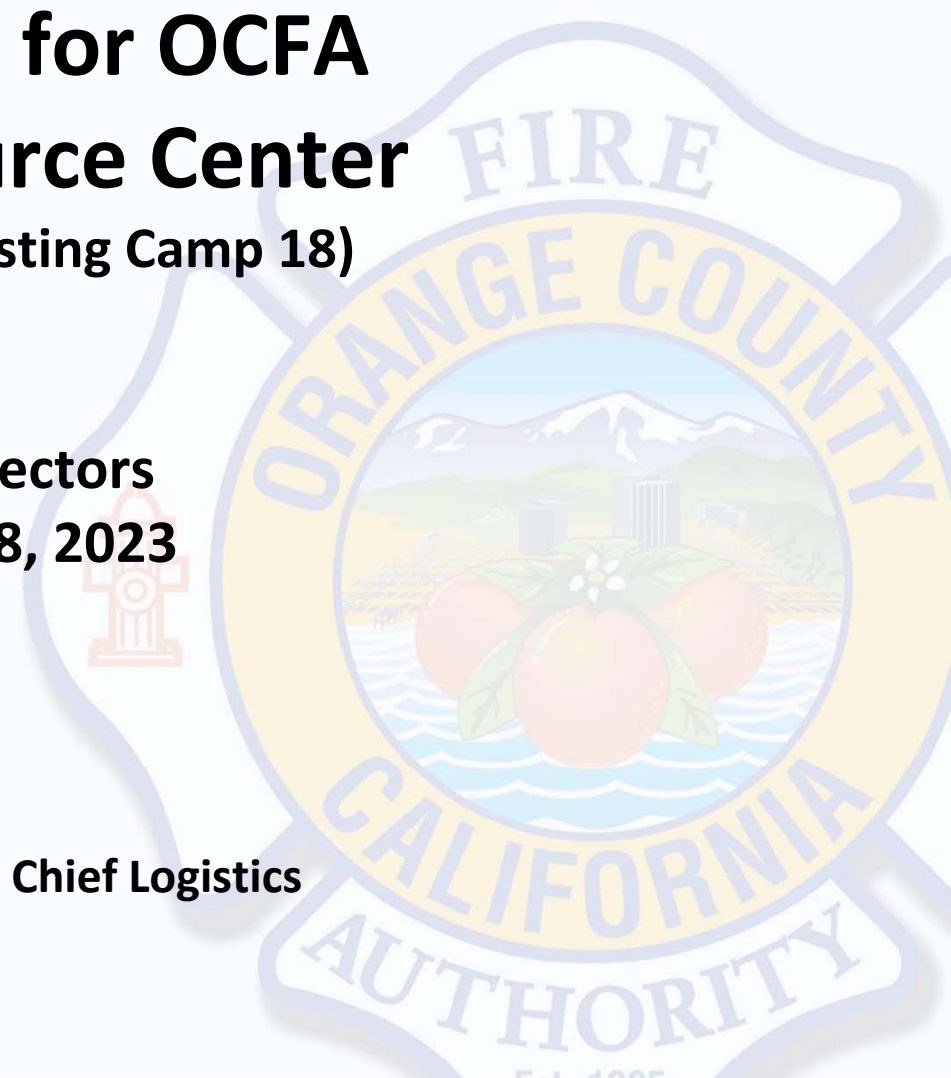
ORANGE COUNTY FIRE AUTHORITY

Site Selection for OCFA Wildfire Resource Center

(Replacement for Existing Camp 18)

Board of Directors
September 28, 2023

By Jim Ruane, Assistant Chief Logistics



Background

- In October 2022, the Office of Emergency Services (OES) announced that OCFA would be receiving \$16.9M in state funding to build a new Wildfire Facility to house the existing Hand Crew, Dozer staff, and apparatus
 - Proposed new facility will replace existing **Camp 18**, which includes Hand Crew Firefighters (2 crews of 21 HCFFs each), Crew Supervisors, Dozer staff, related heavy equipment, and apparatus
 - Proposed new facility will not replace existing **Fire Station 18**, which will remain in Trabuco Canyon, and which houses one 3-Person Engine (Captain, Engineer, and Firefighter)
- Initial cost estimate to build new Wildfire Facility = approx. \$15M, including site improvements/utilities, but excluding site acquisition

Potential Site Evaluations

- Over 20 sites have been reviewed by OCFA staff and/or OCFA's contracted real estate consultant for feasibility relative to the new proposed Wildfire Resource Facility:
 - OCFA Staff: Logistics Assistant Chief, South Operations Assistant Chief, Property Management, Operations Chief Officers, and Crews & Equipment Personnel
 - OCFA's Independent Real Estate Consultant: Brookhurst Development & Advisory Corporation, Jeff Baize/Chief Executive Officer of
- In addition, numerous real estate brokerage firms have been searching for potential sites:
 - Real Estate Brokerage Firms: CBRE, Cushman & Wakefield, Lea and Associates, Stream Realty, Voit and Kidder Mathews
 - *Real Estate Firm Specialties include raw land, commercial, and industrial properties*

Potential Site Evaluations

- Primary factors used for evaluating potential sites included:
 - Location, Traffic, Ingress/Egress - Travel logistics to reach wildfire areas
 - Property attributes – Size, topography, zoning, neighborhood compatibility, environmental conditions (flood zone, wells, soil conditions)
- Sites reviewed are listed on the following slide, with findings categorized as follows:

A – Property is viable for use in developing the proposed Wildfire Facility; submit for additional consideration by Board of Directors

B – Property is not viable; undeveloped land or other property type which is not suitable due to terrain, access, utilities, turning radius, driveway limitations, or not currently available

C – Property is not viable; available commercial property which is either too small, cost prohibitive, or which is (or which is “to be”) designated for Housing development

Potential Site Evaluations

Location	Site Type or Identifier	# of Sites	Approximate Size	Conclusion Category
Unincorporated County	Undeveloped Properties	6	1 to 11 acres	B – Not Viable*
Trabuco Canyon / Unincorporated County	Trabuco Canyon Nursery c/o Trabuco Canyon Water	1	3 to 6 acres	B – Not Viable*
Dove Canyon / RSM	Dove Canyon Shopping Plaza	1	1 to 2 acres	B – Not Viable*
Unincorporated County	Joplin Center	1	340 acres	B – Not Viable*
City of Irvine	Undeveloped Property – Property to be granted in the future to City from the Irvine Co. and dedicated to fire service needs	1	10 acres	B – Not Viable*
Trabuco Canyon/ Unincorporated County	Existing Camp 18	1	3 acres	B – Not Viable*
Various OCFA Cities	Developed Commercial Properties	7	Various	C – Not Viable*
San Clemente	2 noncontiguous sites on Ave. Vista Hermosa (packaged as 1) 1 at West Side of Sports Park, and 1 next to Fire Station 59	1	4.6 acres	A – Viable**
Rancho Mission Viejo / Unincorporated County	NE Corner Gibby Rd. & Coyotes Rd. Rancho Mission Viejo	1	5 acres	A – Viable**

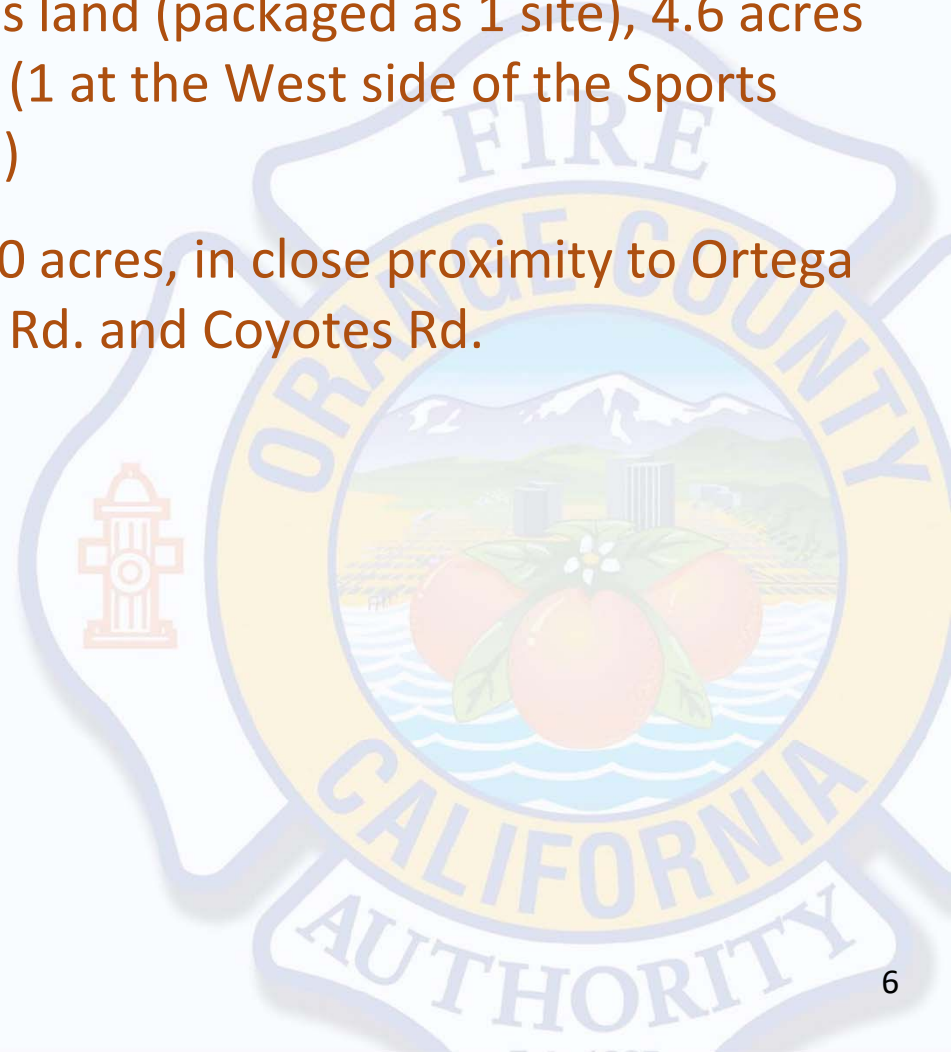
* Not viable for the current Wildfire Facility needs, but will be considered for future use

** Additional details are provided on slides 7-8



Potential Site Evaluations

- Based on the evaluation of potential sites, there are currently two locations identified as viable options *(not listed in any priority order)*:
 - **San Clemente**: 2 sites of noncontiguous land (packaged as 1 site), 4.6 acres combined, both on Ave. Vista Hermosa (1 at the West side of the Sports Park and 1 next to OCFA Fire Station 59)
 - **Rancho Mission Viejo**: 1 site of land, 5.0 acres, in close proximity to Ortega Highway, SR 74, on the corner of Gibby Rd. and Coyotes Rd.



Viability Sites - Comparison Matrix

		<u>San Clemente</u>		<u>Rancho Mission Viejo</u>
		<i>Ave Vista Hermosa West Side of Vista Hermosa Sports Park</i>	<i>SW Corner Ave Vista Hermosa & Ave La Pata Next to Fire Station 59</i>	<i>NE Corner of Gibby Rd. & Coyotes Rd. County Unincorp. / Rancho MV</i>
1	Current Property Owner	City of San Clemente	City of San Clemente	Rancho Mission Viejo PA 3 Development LLC.
2	Location, Response Time & Logistics	Approx .1.6 miles from I-5, moderate traffic, potential rush hour delays	Approx. 2.1 miles from I-5, moderate traffic, potential rush hour delays	Approx. 0.6 miles from Ortega Hwy SR 74; minimal neighborhood traffic, quick access to Ortega Hwy SR 74
3	Site Ingress/Egress	Development of signalized intersection at entrance recommended	Recommend sharing ingress/egress with FS 59 to use existing FS's signalized intersection	Upon opening of the facility, paved access will be directly available south to Ortega Highway via Gibby Road and North to Cow Camp Road.
4	Site Size, Configuration & Topography	Approx. 2.2 acres usable (on portion of lot intended for OCFA use); topography is manageable	Approx. 2.4 acres usable (on portion of lot intended for OCFA use); regular in shape and level	Approx. 5.0 acres usable; regular in shape and level. Pad will be engineering certified and include all necessary utilities and meet all environmental requirements (i.e., water quality)
5	Zoning	Public Open Space	Neighborhood Commercial	Rancho Mission Viejo Planned Community, Urban Activities Center designation.

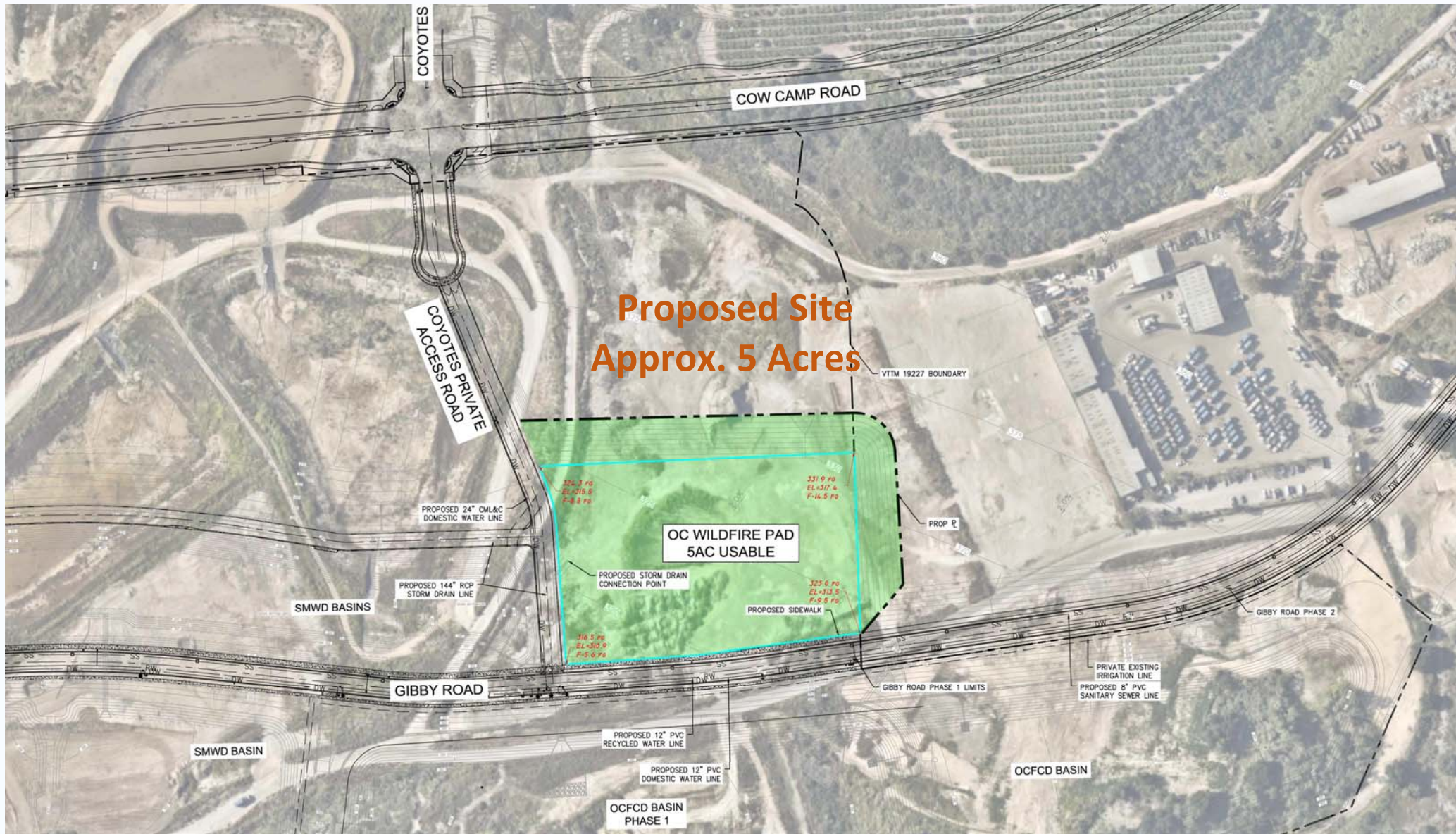
Viability Sites - Comparison Matrix

		<u>San Clemente</u>		<u>Rancho Mission Viejo</u>
		<i>Ave Vista Hermosa West Side of Vista Hermosa Sports Park</i>	<i>SW Corner Ave Vista Hermosa & Ave La Pata Next to Fire Station 59</i>	<i>NE Corner of Gibby Rd. & Coyotes Rd. County Unincorp. / Rancho MV</i>
6	Timeline & Schedule	Site is currently available. Per scheduling of City Council meeting for project approval, and normal processing of entitlements and City building permits	Site is currently available. Per scheduling of City Council meeting for project approval, and normal processing of entitlements and City building permits	No Public hearings are required. Building site available in early 2025, final completion of the facility possible by 2026.
7	Compatibility	Usage potentially not compatible with planned community center on same site	Compatible, site is adjacent to OCFA Fire Station 59	Site located adjacent to regional flood control and water basins associated with the Ranch development. Close to SMWD to Trampas Water Reservoir for helicopter refueling
8	Preliminary Due Diligence	<ul style="list-style-type: none"> • Flood zone = No • Fault line = No • Wells/UG Tank = No • Landslide Risk = Potential due to slope at southern portion 	<ul style="list-style-type: none"> • Flood zone = No • Fault line = No • Wells/UG Tank = No • Landslide Risk = No portion 	<ul style="list-style-type: none"> • Flood zone = No • Fault line = No • Wells/UG Tank = No • Landslide Risk = No
9	Proposed Land Lease or Purchase?	Ground lease with City	Ground lease with City	Purchase / OCFA ownership

San Clemente



Rancho Mission Viejo

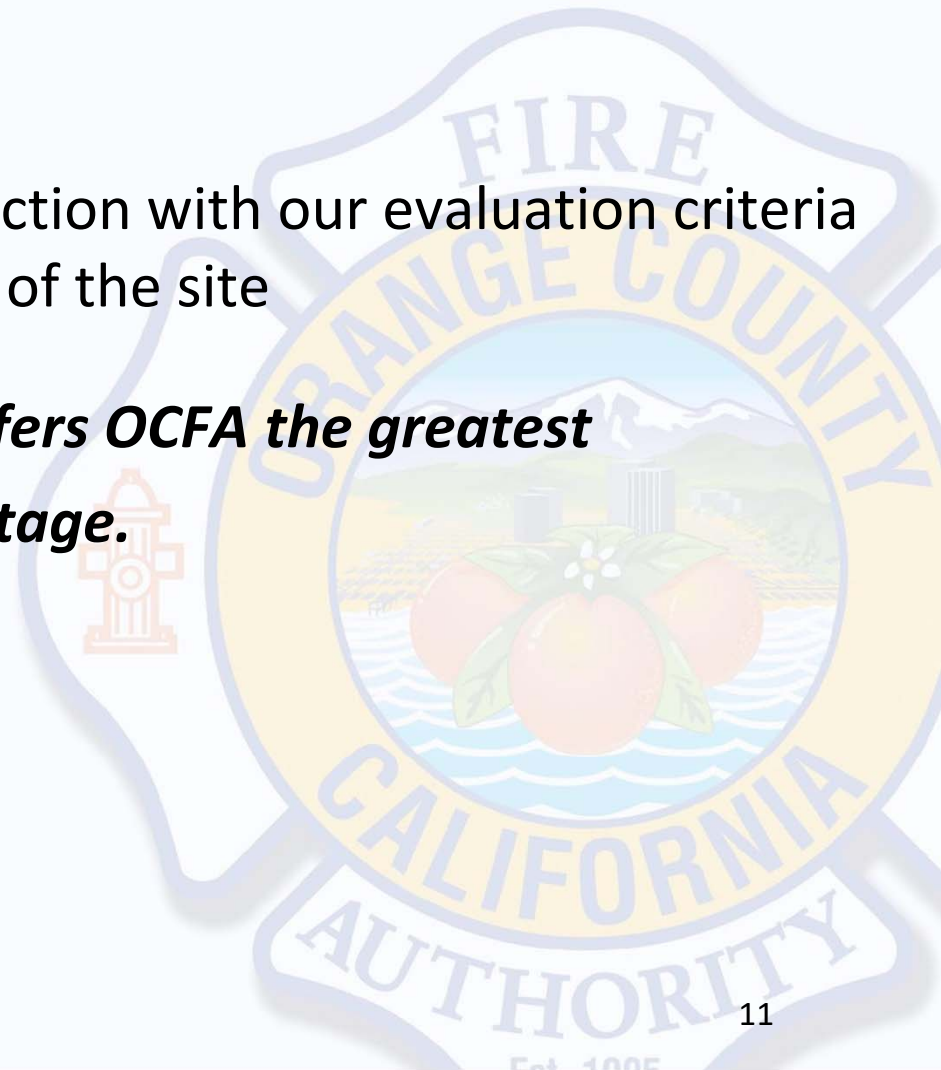


Staff Recommendation

Staff is recommending selection of the Rancho Mission Viejo site based on:

1. Input from OCFA Operations Chiefs
2. The site's positive features in connection with our evaluation criteria
3. The advantageous location and size of the site

In summary, staff finds that this site offers OCFA the greatest operational and service delivery advantage.



Recommended Actions

Option 1:

Direct staff to proceed with actions to purchase the proposed Rancho Mission Viejo site for OCFA's future Wildfire Resource Center (subject to successful price negotiations and subject to any applicable due diligence related to the proposed site) and return to the Board for approval of the purchase agreement; or

Option 2:

Alternatively, direct staff to return to the Board with additional information the Board may need to facilitate this proposed site selection.

