



ORANGE COUNTY FIRE AUTHORITY AGENDA

BOARD OF DIRECTORS REGULAR MEETING

Thursday, October 26, 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 Jim Gwaltney

PLEDGE OF ALLEGIANCE by Director Patel

ROLL CALL by Clerk of the Authority

REPORTS

- A. Report from Budget and Finance Committee Chair O’Neill**
- B. Report from Legislative and Public Affairs Committee Chair Foley**
- C. Report from the Fire Chief**
 - Girls Empowerment Camp
 - Station Open Houses
 - Wildland Media Training
 - Organizational Doctrine

PUBLIC COMMENTS

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

1. PRESENTATION

- A. Recognition of GFOA Budget Award**
- B. Procurement Award**

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 September 28, 2023, Regular Meeting as submitted.

B. FY 2022 Grant for All Hazard-All Risks Regional Training and Hazardous Materials Support Vehicle

Submitted by: Shane Sherwood, Assistant Chief/Field Operations North and Nick Freeman, Division Chief

On October 17, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Bourne, Gabbard, and Hasselbrink absent).

Recommended Action:

Approve a Budget Adjustment in Fund 121 to increase revenue and expenditures by \$460,563.64 for the grant program award.

C. 2023 Legislative Summary

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

On October 18, 2023, the Legislative and Public Affairs Committee reviewed the proposed agenda item and directed staff to place the item on the Board agenda by a vote of 4-0 (Directors Wagner, Kalmick and Hertz-Mallari absent).

Recommended Action:

Receive and file the report and adopt recommended bill position changes as described in the report.

3. DISCUSSION CALENDAR**A. Proposed Revisions to the Board Rules of Procedure and Legislative and Public Affairs Committee Protocols**

Submitted by: Katrina Foley, Chair, Legislative and Public Affairs Committee

On October 18, 2023, the Legislative and Public Affairs Committee reviewed the proposed agenda item and directed staff to place the item on the Board agenda by a vote of 4-0 (Directors Wagner, Kalmick and Hertz-Mallari absent).

Recommended Action:

1. Approve the revisions to the Legislative & Public Affairs Committee Protocols.
2. Adopt the Resolution to amend the Board Rules of Procedure to reflect the revisions to the Committee.

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 LEGAL COUNSEL – POSSIBLE INITIATION OF LITIGATION pursuant to paragraph (4) of subdivision (d) of Section 54956.9 of the Government Code: One (1) Case

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, November 16, 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:

- GFOA Annual Comprehensive Financial Report Award
- OCFA JPA Study Session
- QRF 2024 Program
- Armed Security Services Contract
- Annual Statement of Investment Policy and Investment Authorization
- Annual Calendar of Regular Meetings in 2024
- Selection of Wildfire Resource Center

UPCOMING MEETINGS:

Human Resources Committee
Budget & Finance Committee
Operations Committee
Executive Committee
Board of Directors

Tuesday, November 7, 2023, 12 noon
Wednesday, November 8, 2023, 12 noon
Tuesday, November 14, 2023, 12 noon
Thursday, November 16, 2023, 5:30 p.m.
Thursday, November 16, 2023, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting
Thursday, September 28, 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 September 28, 2023, at 6:01 p.m. by Chair Vince Rossini.

INVOCATION

The Invocation was led by Chaplain Gerardo Arenado.

PLEDGE OF ALLEGIANCE

Director Bacerra led the assembly in the Pledge of Allegiance.

ROLL CALL

Vince Rossini, Villa Park, Chair
Phil Bacerra, Santa Ana
Chris Duncan, San Clemente
John Gabbard, Dana Point
Shelley Hasselbrink, Los Alamitos
Gene Hernandez, Yorba Linda
Austin Lombard, Tustin
Chi Charlie Nguyen, Westminster
Joshua Sweeney, Laguna Hills
Connor Traut, Buena Park

John O'Neill, Garden Grove, Vice Chair
Ross Chun, Aliso Viejo
Katrina Foley, County of Orange
Carol Gamble, Rancho Santa Margarita
Noel Hatch, Laguna Woods
Kelly Jennings, Laguna Niguel
Joe Kalmick, Seal Beach
Bob Ruesch, Mission Viejo
Mark Tettermer, Lake Forest
Donald P. Wagner, County of Orange

Absent: Troy Bourne, San Juan Capistrano
Tamy Kim, Irvine
Dave Shawver, Stanton

Anne Hertz-Mallari, Cypress
Nitesh Patel, La Palma

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 Jennings arrived at this point (6:04 p.m.).

REPORTS

A. Report from the Budget and Finance Committee Chair

Budget and Finance Chair O'Neill reported at its September 13, 2023, Budget and Finance Committee meeting, the Committee recommended by a unanimous vote forwarding the following items to the Board of Directors for consideration and approval of the recommended actions: Acceptance of 2023 Department of Homeland Security/Federal Emergency Management Agency's Urban Search & Rescue Preparedness Cooperative Agreement Funding; Carryover of FY 2022/23 Uncompleted Projects; and Contract Award for Ambulance Consulting Services.

B. Report from the Legislative and Public Affairs Committee Chair

Legislative and Public Affairs Chair Foley reported at its August 29, 2023, meeting, the Committee received updates on legislation of importance to OCFA and the communities it represents. The last day for the state legislature to pass bills was September 14. The Governor has until October 14, to sign or veto legislation. The Committee voted in support of AB1168 by Assembly Member Bennett related to EMS administration, which is now a two year bill and will go back to the legislature next year. Our Orange County Fire Authority sponsored bill, SB475, which would remove a state restriction on city parks space usage and allow for construction of Laguna Woods fire station passed, awaiting Governor's signature. Unfortunately, OCFA sponsored bills AB294, (Petrie-Norris; Wildfire Tax Exclusions) and AB582 (Connolly; Tax Credits Fire Resistant Homes), were held and did not move forward. Chair Foley reported she testified on both bills earlier this year. Thanks to Corporate Communications Director Matt Olson and his team for the great work on the wildfire burn demonstration press conference with the State Commissioner. Lastly, thanks to everyone at OCFA who has helped homeowners prioritize protecting their homes.

C. Report from the Fire Chief

Fire Chief Fennessy thanked those who attended the annual 9/11 Remembrance Ceremony at OCFA and spoke of the many who risked their lives to save others that day. He presented a video on the effects the many tragedies fire fighters experience daily and the importance of Suicide Prevention and Awareness Month. He commended many of those who are more than ordinary heroes and their efforts to save lives, such as OCFA Dispatcher Grace Romero, profiled recently as a part of the annual Hispanic Heritage Month celebration. He reminded all of the Girls Empowerment Camp on October 7 and 8, and nearly 30 Stations hosting Open Houses on October 14. He referenced four OCFA firefighters who recently traveled to Sacramento to star in Cal-JAC's Recruitment in the Spotlight series, those who worked to help as tropical Storm Hilary made landfall back east, the OC Sheriff's and OCFA teams whose unified command was demonstrated at the mass shooting at Cook's Corner, and presented a video of a new dispatcher who helped save the life of a potential heart attack victim. Chief Fennessy noted the onboarding of 13 new dispatchers; largest

Dispatcher Academy in OCFA history. Lastly, he reminded everyone of the sacrifice made by 343 firefighters who died answering their call to duty on September 11, 2001.

PUBLIC COMMENTS

None.

1. PRESENTATION

None.

2. CONSENT CALENDAR

On motion of Director Tetteimer and second by Director Hernandez, approved Agenda Item Nos. 2A-2E by consensus, (Directors Bourne, Hertz-Mallari, Kim, Patel, and Shawver absent). Director Tetteimer pulled Item No. 2F for separate consideration.

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 July 27, 2023, Regular Meeting as submitted.

B. Assignment of State Fire Protection Agreement Regarding Fire Protection Services of State Responsibility Areas (FILE 21.13A)

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 (FILE 16.02B)

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).

Action:

1. Approve and adopt the proposed Resolution to accept the Department of Homeland Security/Federal Emergency Management Agency's Grant Readiness Cooperative Agreement funding.
2. Approve a budget adjustment to the FY 2023/24 General Fund (121) budget increasing revenues and expenditures by \$1,381,456.00.

D. Carryover of FY 2022/23 Uncompleted Projects (FILE 15.04)

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).

Action:

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 (FILE 12.02E5)

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).

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 (FILE 18.05B)

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).

Director Tetterer pulled this item for separate consideration.

Substitute Motion by Director Gamble and seconded by Director Tetterer to table the matter. Motion failed 10-10 (Directors Duncan, Foley, Lumbard, Bacerra, Ruesch, Jennings, Traut, Chun, O'Neill and Rossini dissented, and Directors Bourne, Hertz-Mallari, Kim, Patel, and Shawver absent).

On motion of Director Foley and second by Director Bacerra approved by a vote of 14-6 (Directors Duncan, Gamble, Hasselbrink, Wagner, Tetterer, and Chun dissented and Directors Bourne, Hertz-Mallari, Kim, Patel, and Shawver absent) to:

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 (FILE 11.10)

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.

Assistant Chief Jim Ruane presented the Zero-Emission Vehicle Transition Plan and Policy for Charging of Employee Vehicles.

Chris Hamm, President of Local 3631, did not speak on the matter, but asked that the record reflect support of this item.

On motion of Director Foley and second by Director Bacerra approved 19-1 vote (Directors Bourne, Hertz-Mallari, Kim, Patel, and Shawver absent, and Director Tetterer dissented) to:

1. Accept the 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 (FILE 17.10D1 – 17.18)

Staff pulled this item for consideration in the future.

BOARD MEMBER COMMENTS

Director Wagner commended the actions taken by the first responders at the Cook’s Corner incident.

Chair Rossini praised the efforts taken by the first responders at the Cook’s Corner incident.

Director Hasselbrink reported the northern Orange County area had a hero’s luncheon to honor all first responders including nurses, fire fighters, sheriffs, and police and she had the distinct honor to speak of Division Chief Ron Roberts, who passed recently.

Director Bacerra thanked Division Chief Henery for his and staff’s participation in the smoke alarm distribution and installation of mobile homes within the city of Santa Ana.

Director Duncan mentioned the passing of Ronnie J. Coleman, 50-plus year veteran of the fire service, former fire chief of San Clemente, and Fullerton, appointed State Fire Marshall 1992 to 2000 by then Governor Pete Wilson. He was a person who represented all that fire service is, and an icon in the industry.

RECESS TO CLOSED SESSION (FILE 11.15)

General Counsel David Kendig reported in light of pulling Discussion item 3B, the Board would not be discussing CS 3 or CS 4. The Board will convene to Closed Session to discuss items CS1 and CS2 as they appear on the agenda, including labor negotiators Chair Rossini and Vice Chair O’Neill.

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 (FILE 11.15)

General Counsel David Kendig stated there was no reportable action.

ADJOURNMENT – Chair Rossini adjourned the meeting at 7:40 p.m. The next meeting of the Orange County Fire Authority Board of Directors will be on Thursday, October 26, 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
October 26, 2023

Agenda Item No. 2B
Consent Calendar

**FY 2022 Grant for All Hazard-All Risks
Regional Training and Hazardous Materials Support Vehicle**

Contact(s) for Further Information

Shane Sherwood, Assistant Chief shanesherwood@ocfa.org 714.573.6014
Field Operations North

Nick Freeman, Division Chief nicholasfreeman@ocfa.org 949.341.0294

Summary

These items are submitted for approval of FY 2022 Urban Areas Security Initiative (UASI) Grant Program in the Amount of \$460,563.64. The grant's resources will be utilized to enhance Orange County Fire Service's first responders with valuable Regional Training and a new Hazardous Materials Support Unit serving all of Orange County Operations.

Prior Board/Committee Action

On October 17, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Executive Committee agenda by a vote of 6-0 (Directors Bourne, Gabbard, and Hasselbrink absent).

RECOMMENDED ACTION(S)

Approve a Budget Adjustment in Fund 121 to increase revenue and expenditures by \$460,563.64 for the grant program award.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The FY 2023/24 General Fund 121 revenues and expenditures will be increased by \$460,563.64 for the grant program award.

Increase Cost Funded by Structural Fire Fund:	\$0
Increase Cost Funded by Cash Contract Cities:	\$0

Background

On November 13, 2003, the United States Department of Homeland Security (DHS) established the UASI Grant Program through the Federal Office of Domestic Preparedness. The grant only allowed two cities in Orange County, Anaheim and Santa Ana, to apply for funds through the UASI. UASI provides funds to local emergency first responders to enhance security and overall preparedness to prevent, respond to, and recover from acts of terrorism. The grant specifically provides funding for anti-terror equipment, planning, training, exercises and technical assistance.

To ensure these funding sources did not undermine the process already in place, all principal parties involved formed a collaborative regional effort to facilitate the needs for the entire operational area. This ensured the funds were utilized to provide for the region and not one particular jurisdiction. Beginning in FY 2006, DHS combined the Anaheim UASI and the Santa Ana UASI into a single Urban Area. The cities of Anaheim and Santa Ana share the grant administrative responsibilities, annually alternating the function of lead administrative agency. The City of Anaheim is the lead agency for FY 2022 funding. Utilizing the goals and objectives developed by the Urban Area Working Group, priorities were established in the allowable grant categories of equipment, training, organization, and planning.

The OCFA was notified that it was awarded \$460,563.64 as part of the FY 2022 for an All Hazard-All Risk Regional Training Program and Hazardous Materials Support Unit. The grant funds are designated for reimbursement of the Hazardous Materials Support Vehicle and for personnel who assist with the instruction and delivery of the Regional Training.

Attachment(s)

Grant Sub-Recipient Award Amendment



ANAHEIM POLICE DEPARTMENT

TO MAINTAIN A SAFE COMMUNITY TO LIVE, WORK, AND PLAY

August 9, 2023

Brian Fennessy, Fire Chief
 Orange County Fire Authority
 1 Fire Authority Road
 Irvine, CA 92602

SUBJECT: Notification of Sub-Recipient Award

Fiscal Year (FY) 2022 Urban Area Security Initiative (UASI) Program

Grant #2022-0043, Cal OES #059-95010; CFDA# 97.067

Sub-Recipient Performance Period: August 9, 2023 to March 31, 2025

Requesting Jurisdiction: Orange County Fire Authority
 UEI #: LQJ6V7K37UZ3

Projects:

012 – HazMat Support Vehicle (NP)	\$455,000.00
034 – Regional Training Program (NP)	\$5,563.64

Total Award: **\$460,563.64**

Dear Mr. Fennessy:

This letter serves to inform you that the Orange County Fire Authority has been approved for grant funding under the FY2022 Urban Areas Security Initiative (UASI) Grant Program in the amount of \$460,563.64. Once your completed eligibility packet, including signed UASI Transfer Agreement, is received and an executed copy of the agreement is on file, reimbursement may be requested for eligible expenditures using the appropriate Anaheim/Santa Ana UASI (ASAUA) forms.

As part of the Homeland Security Grant Program (HSGP) Investment Justification and Grant Application process, project applications submitted by the Orange County Fire Authority were reviewed and evaluated based on federal program priorities, regional benefit, and degree of applicability to the overarching Anaheim/Santa Ana Urban Area goals and objectives. Throughout the grant cycle, the ASAUA Grant Office will use projected milestones and performance measures to assess project status and overall grant compliance. All activities funded with this award must be completed within the Sub-Recipient performance period.

It is critical that all Orange County Fire Authority employees that are involved in the FY22 UASI Grant Program become familiar with the Transfer Agreement between the City of Anaheim and the Orange

County Fire Authority regarding the FY22 UASI Grant Program as well as the FY22 Homeland Security Grant Notice of Funding Opportunity, the FY22 Homeland Security Grant Program California Supplemental Guidance, and the FY22 Anaheim/Santa Ana UASI (ASAUA) Sub-Recipient Grant Guide. This subaward is subject to the requirements in 2 CFR, Part 200. It is imperative that the Anaheim UASI Office is contacted before any projects are procured to ensure that Environmental Historic Preservations (EHP), Aviation/Watercraft, and Establish/Enhance Emergency Operations Center requirements have been met, as well as financial regulations pertaining to sole source. Any modifications to projects identified as a National Priority Project (designated on the project list with (NP)) will require prior approval from CalOES/FEMA. We will seek any applicable requests and approvals on your behalf to the California Governor's Office of Emergency Services (CalOES). Sub-Recipients are also required to obtain a performance bond prior to the purchase of any equipment item over \$250,000. Performance bonds must be forwarded to the ASAUA Grant Office for submission to CalOES no later than time of reimbursement.

Reimbursement for overtime and backfill for training is no longer offered by the ASAUA however, the grant will continue to provide reimbursement for personnel who assist with the instruction and delivery of the approved UASI courses. The funding allocation below is being provided as an estimated value of training instructor participation based on the number of first responders in your agency that have been approved to teach. It is being provided for your City's respective internal budgetary needs only and does not reflect a direct allocation as in the past. Additional funds may be awarded at a later time depending on your agency's participation and available dollars.

Regional Training Program – Instructor Participation

Police Department: \$5,563.64

Sub-Recipients are encouraged to seek reimbursement through the grant cycle, as funds are expended. Final Training Reimbursement Requests are due no later than **December 31, 2024**. Final reimbursement requests for all other approved project costs are due no later than **March 31, 2025**.

This grant is subject to all provisions of 2 CFR Part 200 Subpart F – Audit Requirements. Sub-recipients are required to submit copies of completed Single Audit Reports to the ASAUA Grant Office, along with any Corrective Action Plans as a result of HSGP findings.

A dated signature from you, or your authorized designee, is required below. Please sign and return the original to the ASAUA Grant Office and retain a copy for your files. If you have any questions regarding this letter, please feel free to contact UASI Grant Coordinator Kerrstyn Vega at (714) 765-1445 or kvega@anaheim.net.

Sincerely,



RICHARD LAROCHELLE, JR.
Lieutenant

CC: AUTHORIZED AGENT

Brian Fennessy, Fire Chief
Orange County Fire Authority

Date



ANAHEIM/SANTA ANA UASI GRANT PROGRAM

SUB-RECIPIENT GRANTS MANAGEMENT ASSESSMENT

Grant/Year:	FY2022 UASI Grant Program
Sub-Recipient:	ORANGE COUNTY FIRE AUTHORITY
UEI #	LQJ6V7K37UZ3

Per 2 CFR Part 200.331, the Anaheim/Santa Ana UASI is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each sub-recipient of federal grant funding. The purpose of this assessment is to determine and provide an appropriate level of technical assistance, training, and grant oversight to sub-recipients of the ASUA grant program.

The following are questions related to your organization's experience in the management of grant awards. This questionnaire must be completed and returned with the UASI Sub-Recipient Transfer Agreement and pre-award documentation.

For purposes of completing the questionnaire, grant manager is the individual who has the primary responsibility for day-to-day administration of the grant, bookkeeper/accounting staff means the individual who has the responsibility for reviewing and determining expenditures to be charged to the grant award, and organization refers to the sub-recipient (city/governmental agency) applying or entering into the award.

Assessment Factors	Response
1) How many years of experience does your current grant manager have managing grants? <i>(Response: less than 3 years, between 3-5 years, or greater than 5 years)</i>	
2) How many years of experience does your current bookkeeper/accounting staff have managing grants? <i>(Response: less than 3 years, between 3-5 years, or greater than 5 years)</i>	
3) How many grants does your organization currently receive? <i>(Response: 1-3 grants, 3-10 grants, or more than 10 grants)</i>	
4) What is the approximate total dollar amount of all grants your organization receives?	
5) Are individual staff members assigned to work on multiple grants? <i>(Response: Yes/No)</i>	
6) Do you use timesheets to track the time staff spend working on specific activities/projects? <i>(Response: Yes, No, or Not Applicable)</i>	
7) How often does your organization have a financial audit? <i>(Response: Annually, Periodically, or Never)</i>	
8) Has your organization received any audit findings in the last three years? <i>(Response: Yes/No)</i>	
9) Do you have a written plan on how you charge costs to grants? <i>(Response: Yes/No)</i>	
10) Do you have written procurement policies? <i>(Response: Yes/No)</i>	
11) Do you get multiple quotes or bids when buying items or services? <i>(Response: Always, Sometimes, or Never)</i>	
12) How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.? <i>(Response: less than 3 years, between 3-5 years, or greater than 5 years)</i>	
13) Do you have procedures to monitor grant funds pass through to other entities? <i>(Response: Yes, No, or Not Applicable)</i>	

Certification: This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.

Signature (Authorized Agent):	Date:
Print Name: Brian Fennessy	Print Title: Fire Chief



FY2022 Urban Areas Security Initiative Grant Program

Anaheim / Santa Ana UASI Sub-Recipient Grant Guide Standard Operating Procedures, Policies, and Forms

August 2023

FY2022 Anaheim/Santa Ana UASI Sub-Recipient Grant Guide

PURPOSE AND ORGANIZATION OF THIS GUIDE

The FY2022 Urban Areas Security Initiative Grant Program Sub-Recipient Grant Guide is a reference for agencies receiving federal funds through the Anaheim/Santa Ana UASI Offices. The Guide will help sub-recipients understand and meet the financial, administrative, and audit requirements for the use of these funds. The primary source documentation for these requirements is the U.S. Department of Homeland Security “The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program,” the California Governor’s Office of Emergency Services “Fiscal Year 2022 Homeland Security Grant Program: California Supplement to Federal Notice of Funding Opportunity”, and 2 Code of Federal Regulations (CFR) Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” Please see page seven of this guide for links to the above-mentioned guidance and regulations.

Sub-recipients must meet certain requirements to receive funding from federally funded grant programs. The requirements contained in this Guide are not all-inclusive. In addition, other source materials will be referenced. Sub-recipients are encouraged to contact the Anaheim/Santa Ana UASI Offices for clarification of any requirements.

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Part 1 – FY22 UASI Grant Overview

Overview

The Homeland Security Grant Program (HSGP) is comprised of three interconnected grant programs.

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Operation Stonegarden (OPSG)

The HSGP is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the nation against risks associated with potential terrorist attacks. Under the HSGP, the cities of Anaheim and Santa Ana were selected as core cities for the Orange County Metropolitan Area and are responsible for the management and administration of the UASI Grant Program.

The UASI grant program is designed to address the unique planning, equipment, training and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism. The UASI grant program, as part of the HSGP, is meant to support the Federal government's larger, coordinated effort to strengthen homeland security preparedness. The HSGP implements objectives addressed in a series of post 9/11 laws, strategy documents, plans, and Homeland Security Presidential Directives (HSPDs). Of particular significance is the National Preparedness Goal (NPG) and its associated work products. The Goal defines what it means for the whole community to be prepared for all types of disasters and emergencies. The National Preparedness Goal is defined as: "A secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk." In addition to stating the goal, the document describes 32 activities, called core capabilities, which address the greatest risks to the nation. These core capabilities require the combined efforts of the whole community and are essential for the execution of each of the five mission areas: Prevention, Protection, Mitigation, Response, and Recovery.

As described in the Goal, the 32 core capabilities are the distinct critical elements necessary for our success. They are highly interdependent and will require us to use existing preparedness networks and activities, improve training and exercise programs, promote innovation, and ensure that the administrative, finance, and logistics systems are in place to support these capabilities. The capabilities are grouped into the five mission areas, with some capabilities aligning under one mission area, and others applying to several mission areas (see Table 1 on page 5).

Projects funded through the Anaheim/Santa Ana UASI should be developed using a capabilities-based planning approach and make use of the "Core Capabilities" (<https://www.fema.gov/core-capabilities>), keeping in mind a capability may be delivered with any combination of properly planned, organized, equipped, trained and exercised personnel that achieve the intended outcome. Just as no single agency/jurisdiction would be expected to perform every task, neither would they be expected to have sufficient levels of every capability needed for a major event. Requirements that exceed an entity's capabilities would be secured through mutual aid or formal

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requests for assistance from other levels of government. This concept is the basis for strengthening regional planning, coordination, and resource sharing to prepare for catastrophic events. A key factor in determining what projects will be funded is the ability of the project to achieve a regional capability.

Table 1: 32 Core Capabilities by Mission Area

Prevention		Protection		Mitigation		Response		Recovery		
Planning										
Public Information and Warning										
Operational Coordination										
Intelligence and Information Sharing				Community Resilience			Infrastructure Systems			
Interdiction and Disruption				Long-term Vulnerability Reduction			Critical Transportation		Economic Recovery	
Screening, Search, and Detection				Risk and Disaster Resilience Assessment			Environmental Response/Health and Safety		Health and Social Services	
Forensics and Attribution		Access Control and Identity Verification		Threats and Hazards Identification			Fatality Management Services		Housing	
		Cybersecurity					Fire Management and Suppression		Natural and Cultural Resources	
		Physical Protective Measures					Logistics and Supply Chain Management			
		Risk Management for Protection Programs and Activities					Mass Care Services			
		Supply Chain Integrity and Security					Mass Search and Rescue Operations			
							On-scene Security, Protection, and Law Enforcement			
							Operational Communications			
							Public Health, Healthcare, and Emergency Medical Services			
							Situational Assessment			

The FY2022 UASI program is intended to enhance regional preparedness efforts. Urban Areas **must** use these funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the region.

In an effort to assist the urban area’s sub-recipients in understanding how to apply for funding and seek reimbursement for approved expenditures, the Anaheim/Santa Ana UASI grant office has developed a guide. The purpose of the Anaheim/Santa Ana Sub-Recipient Grant Guide is to

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provide: (1) an overview of the UASI grant program; (2) pre-award guidelines; (3) project application process; (4) reporting, procurement, and reimbursement requirements; (5) financial and equipment monitoring guidelines; and (6) closeout of the grant program.

FY22 Homeland Security Grant Program Priorities

- Build, sustain, and deliver core capabilities in order to achieve the National Preparedness Goal of a secure and resilient Nation; HSGP funded investments must have a terrorism-nexus.
- For the FY22 HSGP grant, a minimum percentage of total awarded funds must be allocated towards each of the five national priority areas identified in the 2022 Notice of Funding Opportunity (NOFO) as listed below:
 - Enhancing the protection of soft targets/crowded places – 3% minimum spend;
 - Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – 3% minimum spend;
 - Combating domestic violent extremism – 3% minimum spend;
 - NEW: Enhancing community preparedness and resilience – 3% minimum spend;
 - Enhancing cybersecurity – no minimum spend requirement; and
 - NEW: Enhancing election security – no minimum spend requirement.
- Additional FY22 HSGP investment strategy areas and enduring needs include:
 - Effective planning;
 - Training and awareness campaigns;
 - Equipment and capital projects; and
 - Exercises.
- Address gaps identified through the annual State Preparedness Review (SPR) in achieving capability targets set through the annual THIRA.

FY22 Anaheim/Santa Ana UASI Projects

In accordance with the ongoing projects, HSGP Guidance, National Preparedness Guidance, and the Anaheim/Santa Ana UASI Grants Strategy, the following are projects proposed in the FY22 Investment Justifications (**NP** = National Priority area):

+Project E – Enhancing the Protection of Soft Targets/Crowded Places (NP) OCFA HazMat Support Vehicle; Regional Training Facility; Sustain Orange County Civic Center Video Surveillance System; Regional Training and Exercises for Law Enforcement (including Active Shooter Drill and TECC); Regional Training and Exercises for Fire Service (including Tactical Emergency Medical courses); OCIAC Critical Infrastructure Protection (CIP) Analysts

+Project G - Enhance Community Resilience, Including Partnerships with Volunteers and Community Based Organizations and Programs (NP) Sustain the “If You See Something, Say Something” Campaign; Sustain the “ReadyOC” Preparedness Campaign; Regional Training & Exercise Program for Emergency Management

+Projects H/I – Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Whole Community Incident Planning, Response and Recovery Capabilities Training and Exercise Program Manager

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+Project J – Enhancing Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS (NP) ALPR Cameras and Maintenance; continue funding Analyst and Program Manager Salaries at Orange County Intelligence Assessment Center (OCIAC); analytic software for OCIAC; Health Care Liaison Officer; Analyst Proficiency Training.

+Project L - Management & Administration Cover salaries, meeting costs, and travel expenditures related to grant management and administration.

+Project O - Enhancing Cybersecurity (NP) Salary and personnel costs for Cyber Systems Analysts, Cyber Intelligence Analyst at the Orange County Intelligence Assessment Center (OCIAC); Cyber Program Advisor; Cybersecurity training and tabletop exercises; and Cybersecurity Equipment.

+Project P - Combating Domestic Violent Extremism Through Enhanced Intelligence Collection & Analysis, Training, and Community Resilience (NP) Salary and personnel cost for Domestic Violent Extremism Analysts assigned to the Orange County Intelligence Assessment Center; Training Courses for Terrorism I, II, III

Anaheim/ Santa Ana Urban Area Working Group (UAWG)

Homeland Security grants guidelines specifically require the formation of an Urban Area Working Group to “coordinate the development and implementation of all program initiatives”. The federal guidance requires the use of existing working groups and committees to plan and implement grant related activities and to coordinate grant resources. In order to accomplish this task, the Urban Area Working Group (UAWG) functions as the primary advisory body to the Anaheim/Santa Ana Urban Area Steering Committee.

The mission of the UAWG is to provide recommendations to the Steering Committee through the identification, prioritization and development of a standardized, regional, all-hazards approach to increase preparedness, prevention, protection, response, and recovery capabilities through the coordinated, collaborative efforts of multi-jurisdictional, multi-disciplined representatives from the Orange County Operational Area. The UAWG will be responsible for coordinating the development and implementation of all program initiatives and act in an advisory capacity to the Steering Committee regarding activities related to the Urban Areas Security Initiative (UASI).

FY22 UASI Grant Performance Period

The California Governor’s Office of Emergency Services’ Performance Period for the Anaheim/ Santa Ana Urban Area is September 1, 2022 to May 31, 2025. However, the Sub-Recipient Performance Period for the FY22 UASI Grant Program is **August 9, 2023 to March 31, 2025.**

UASI Grant CFDA #: 97.067 UASI Grant #: 2022-0043 FIPS#: 059-95010

FY22 Anaheim/Santa Ana UASI Award: \$4,278,750

FY22 HSGP Fusion Center Award to OCIAC: \$835,000

Federal Grant Guidance:

- “Fiscal Year 2022 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)” (<https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo>)

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California State Grant Guidance:

- “Fiscal Year 2022 Homeland Security Grant Program: California Supplement to Federal Notice of Funding Opportunity” (<https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY-2022-HSGP-State-Supplement.pdf>)

Administrative, Cost Principles, and Audit Guidelines:

- Title 2 Grants and Agreements Code of Federal Regulations (CFR) “Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (<https://www.govinfo.gov/content/pkg/CFR-2020-title2-vol1/pdf/CFR-2020-title2-vol1.pdf> - Part 200 starts on page 77)

Entities Covered by the FY22 UASI Grant Program*

Anaheim (Lead)	La Habra	Placentia
Aliso Viejo	La Palma	Rancho Santa Margarita
Brea	Laguna Beach	San Clemente
Buena Park	Laguna Hills	San Juan Capistrano
Calif. State University, Fullerton	Laguna Niguel	Santa Ana
Costa Mesa	Laguna Woods	Santa Ana Unified School District
Cypress	Lake Forest	Seal Beach
Dana Point	Los Alamitos	Stanton
Fountain Valley	Mission Viejo	Tustin
Fullerton	Newport Beach	University of California, Irvine
Garden Grove	Orange	Villa Park
Huntington Beach	Orange County	Westminster
Irvine	Orange County Fire Authority	Yorba Linda
Juaneño Band of Mission Indians		Municipal Water District of Orange County

*In FY04 and FY05 UASI Grants, Anaheim and Santa Ana each had their own UASI Grant award. DHS combined cities starting with the FY06 UASI Grant. In even years (06, 08, 10, 12, 14, 16, 18, 20, 22) Anaheim is the lead fiscal agent and in odd years (07, 09, 11, 13, 15, 17, 19, 21) Santa Ana is the lead fiscal agent.

Part 2 – Pre-Award Guidelines

Sub-recipient Agreement/Eligibility Packets:

All members of the Anaheim/Santa Ana Urban Area are considered sub-recipients and are eligible to submit an application for project funding to the Anaheim/Santa Ana UASI for grant funds. Prior to submitting an application, each sub-recipient must establish their eligibility to receive grant funds by submitting an eligibility package. The eligibility packet must include:

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- The FY22 Anaheim/Santa Ana UASI Agreement
- Signed Grant Assurances (Exhibit A of Agreement)
- Debarment, Suspension and Other Responsibility Matters (Exhibit B of Agreement)
- Signed Certifications Regarding Lobbying (Exhibit C of Agreement);
- Completed and signed ASAUA Sub-Recipient Grants Management Assessment
- Copy of Governing Body Resolution (or equivalent) accepting FY22 UASI Grant Funds
- Copy of Sub-Recipient's Procurement Policy
- Copy Sub-Recipient's Travel Policy
- Copy of Sub-Recipient's Equipment Control and Disposition Policy
- Copy of 2021/2022 Single Audit Report (If the sub-recipient expends more than \$750,000 in federal assistance they must perform a single audit and provide a copy of the audit results to the Anaheim/Santa Ana UASI Grant Office. The \$750,000 threshold in federal assistance is an aggregate total and is not limited only to UASI funds. Refer to 2 CFR 200.501)

Eligible sub-recipients must have a Unique Entity Identifier (UEI) number and be currently registered in the System Award Management (SAM) to receive funding. Information on obtaining a UEI number and registering in SAM is available online (<http://Grants.gov/web/grants/register.html>).

Sub-recipients may not sub-award Anaheim/Santa Ana UASI funds awarded to them. UASI funds may only be used to reimburse sub-recipients for allowable grant expenditures that have received prior approval from the Anaheim/Santa Ana grant office.

Deadline to Submit Eligibility Packet and Agreement:

A completed packet, including all of the above listed documentation, MUST be turned into the Anaheim UASI Grant Office, no later than **Friday, November 17, 2023.**

Part 3 – Project Application Guidelines

Overview

In an effort to gather the information required to document the allocation of UASI grant funds and to collect the information necessary to accurately record how the funds will be utilized, all sub-recipients are required to submit an "Application for Project Funding" prior to being authorized to expend funds for which they will be reimbursed. A copy of the "Application for Project Funding" will be sent to all project managers during the ASAUA Grant Investment Justification and Application process and is available upon request.

The Application for Project Funding is comprised of 10 sections designed to collect the information necessary to determine:

- 1) what capability(ies) the project is designed to establish or enhance;
- 2) if the project supports the urban areas strategy, THIRA, and State Preparedness Report;
- 3) how much the project will cost;
- 4) how the project will be implemented; and
- 5) how the project will be sustained.

Supplanting

Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose.

Project Application Process

The project funding application process is outlined below:

- Sub-recipients must complete a Preliminary Homeland Security Grant Program Project Funding Request (form available upon request), and present their project to the Urban Area Working Group (UAWG). The UAWG will recommend approval or denial to the Steering Committee.
- After project is presented to UAWG, Sub-Recipient completes the “Application for Project Funding” and submits it to the Anaheim/Santa Ana UASI Grant Office for review and approval.
- If applicable, sub-recipient completes the Environmental and Historic Preservation Screening Memo, Coversheet, and required back-up (maps, pictures, descriptions, etc.) and attaches to the Application for Project Funding (contact Grant Office for more information).

Note: Not all proposed projects will require an EHP. EHP determination can be made by reviewing the applicable Authorized Equipment List or FEMA’s EHP Policy Guidance #108-023-1 for training and exercises

(https://www.fema.gov/sites/default/files/documents/fema_GPD-EHP-policy-final-amendment_82018.pdf).

- The Grant Steering Committee will review the applications to determine projects approved for funding.

Sub-recipients that have their applications approved for funding will receive an “Award Letter” which will detail the amount of funding that has been approved.

Environmental and Historic Preservation Requirements

At the time of the project application submission, or when directed by the ASUA Grant Office based on the project scope, sub-recipients will be required to submit the Environmental and Historic Preservation (EHP) Screening Memo, and required back-up (maps, pictures, descriptions, etc.). Refer to the attachments at the end of the screening form for assistance.

EHP is required for certain types of training and exercises. Please refer to FEMA’s EHP Policy Guidance (referenced above) for verification on when an EHP is necessary for training courses and exercise deliveries. For additional clarification on EHP’s, please refer to

<https://www.fema.gov/grants/guidance-tools/environmental-historic>

Notification of Award

For those projects that are approved for FY22 UASI funding, the sub-recipient will receive an award letter indicating the project has been approved for funding, the amount of funding that has been approved, and the time frame in which the project must be completed.

Project Modifications

Sub-recipients must complete the Request for Project Modification (contact grant office for form), and submit it to the Anaheim/Santa Ana UASI grant office for approval prior to modifying any of the terms of the project or funding amounts.

Part 4 – Reporting Requirements, Procurement, and Reimbursements

Procurement

Sub-recipients shall use their own procurement procedures and regulations, provided their procurement procedures and regulations conform to applicable Federal law and standards.

The sub-recipient must use the System Award Management (SAM) located at <http://sam.gov> to verify all parties involved in transactions that are expected to equal or exceed \$25,000 have not been debarred or suspended from receiving federal funds (2 CFR 180.220). Sub-recipients must comply with all applicable lobbying prohibitions and laws as required by U.S. Code Title 31 § 1352 and ensure language regarding this requirement is included in all agreements and contracts entered into by the sub-recipient. All contracts must also contain the applicable provisions identified in (2 CFR 200.326).

Selection of Procurement Method

Sub-recipients should follow their own established procurement policies, provided their procurement methods conform to applicable Federal law and standards. These policies should detail the following procurement methods and when it is permissible to use them:

- **Micro-purchase** – Acquisition of supplies or services in which the aggregate dollar amount does not exceed \$10,000. Micro-purchases may be awarded without soliciting competitive quotations if the price is deemed reasonable.
- **Small purchase** – Must obtain price or rate quotations from an adequate number of qualified sources; procurement must be competitive.
- **Sealed bids** – Must make a firm fixed-price award to the bidder whose bid is the most advantageous to the grantee. If factors other than price are considered in determining the winning bid, the invitation for bids must describe clearly these other factors and how they will be applied in calculating the bids.
- **Competitive proposals** – Fixed-price or cost-reimbursement type contract. Must identify all evaluation factors and their relative importance, considering price and other factors.
- **Non-Competitive procurements** - Used only when the small purchase, sealed-bid or competitive proposals methods are not feasible, and one of the following circumstances exists:
 - The item is only available from one source
 - There is a public exigency or emergency need for the item that will not permit the delay associated with competitive solicitation
 - After solicitation of a number of sources, competition is determined inadequate.

Please see below for additional requirements pertaining to non-competitive procurements.

Reasonableness of Cost/Price

Sub-recipients are required to perform some form of price or cost analysis cost with every procurement estimated to exceed the Simplified Acquisition Threshold (currently set at \$250,000). The method or degree of analysis is dependent on the facts and circumstances surrounding the particular procurement but, as a starting point, sub-recipients must make independent estimates before receiving bids or proposals. Through a cost analysis, determinations are made on which costs are real and reasonable, allowable under grantee regulations or rules, and properly allocated to the work to be performed under proposed contracts.

Sub-recipients are required to negotiate profit as a separate element of price for each contract where there is no price competition and in all cases where a cost analysis is performed. Please contact the ASUA Grant Office for guidance and recommended language for meeting this requirement.

Conflicts of Interest

No official or employee of local government shall participate personally through decisions, approval, recommendation, or otherwise in any application, contract, award, agreement with federal funds, in which he/she or immediate family, partners, organization in which they participate or prospective employment, has a financial interest, or has less than an arms-length transaction. Violations may result in criminal, civil, or administrative penalties.

State EOC, Aviation, and Non-Competitive Procurement Pre-Approval Requirements

For all UASI projects that establish or enhance an Emergency Operation Center (EOC), project managers must submit the CalOES Establish/Enhance Emergency Operations Center (EOC) Request Form (contact Grant Office for copy of form) to the Santa Ana UASI Grant Coordinator for pre-approval.

Any and all Aviation Equipment projects must also be pre-approved by CalOES before purchases begin. The CalOES Aviation Request Form (contact Grant Office for copy of form) once completed must be forwarded to the Santa Ana UASI Grant Coordinator.

Finally, all Non-Competitive Procurements in excess of the Simplified Acquisition Threshold (currently set at \$250,000) require pre-approval from CalOES, before any purchases are made. Once completed, the Request for Non-Competitive Procurement Authorization Form (contact the Grant Office for a copy of the form) must be forwarded to the Santa Ana UASI Grant Coordinator for approval. The form will require approval from the sub-recipient's Purchasing Agent before being submitted to CalOES for review. Further documentation supporting the procurement effort may be requested for review by CalOES.

Documentation

Sub-recipients are required to maintain records sufficient to detail the history of procurement [2 CFR 200.318(i)]:

- The rationale for the method of procurement (small purchase, sealed bid, etc.)
- The selection of contract type (fixed-price, cost reimbursement, etc.)
- Contractor selection or rejection; and

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- The basis of the contract price.

If procurement exceeds the small purchase amount, the sub-recipient must include in its procurement records and files:

- The basis for contractor selection
- Justification for lack of competition when competitive bids or offers were not obtained
- The basis for the award cost or price

Please keep a detailed record of each procurement step. A form is available to assist the sub-recipient with this process. Please contact the grant office for a copy.

Performance Bonds

Sub-recipients are required to purchase performance bonds for any equipment items that exceed \$250,000 or for any vehicles including aircraft or watercraft that are financed with Homeland Security funds. The cost of the performance bond is an allowable expense under the UASI grant program. Per the HSGP California State Supplemental Guidance, equipment purchased under a performance bond must be received within 90 day of the Recipient's (City of Anaheim or City of Santa Ana) performance period.

** A copy of the performance bond must be submitted to the awarding agency (CalOES) no later than the time of reimbursement.

Indirect Costs (Facilities and Administration)

Under the FY22 UASI Grant Program, recipients and sub-recipients are allowed to claim indirect costs based on their federally approved indirect cost rate for expenses that are not easily tied to a specific object or activity (direct costs) and fall within the "Facilities" or "Administration" categories. Per 2 CFR Part 200.414, "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under the "Facilities" sub-category. The indirect costs eligible for reimbursement under FY22 are based an approved percentage of the total claimed expenditures, excluding equipment and contract costs. A copy of the approved rate is required at the time of application, and must be provided to DHS/FEMA before indirect costs are charged to the award.

As part of the FY22 UASI Grant Application process, the Anaheim/Santa Ana UASI was required to notify CalOES as to whether or not they would be claiming indirect costs under the FY22 award. The Grant Office has elected not to claim "Facilities" and "Administration" costs under this grant cycle.

Training Program Overview

The Anaheim/Santa Ana Urban Areas allocates training funds to applicable Orange County jurisdictions based on the following functional areas: Law Enforcement, Fire, Health Care, and Emergency Management.

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Although no longer a DHS requirement, the Anaheim/Santa Ana UASI continues to dedicate 10% of the total grant allocation to eligible training expenses as set forth by the Urban Area Working Group (UAWG). The UAWG makes recommendations that will enhance regional preparedness, ensure standardization within Orange County, avoid duplication of efforts, and maximize the use of grant funds. Training needs will be determined by regional stakeholders within each functional area based on an evaluation of the region's gap in capabilities and the Urban Area's Multi-year Training and Exercise Plan. In collaboration with the UAWG, these needs will be prioritized and presented to the Anaheim/Santa Ana UASI for funding. A list of eligible training courses will be maintained in the ASUA Homeland Security Regional Homeland Security Training Catalog.

Additional courses may also be offered through local instruction based on identified need. Eligible costs for locally instructed training under the FY22 UASI allocation will be reimbursed through the Santa Ana UASI Office. Please refer to the training calendar on the Orange County Intelligence Assessment Center (OCIAC) website, <https://ociac.org>, for a list of the additional approved UASI training courses and deliveries.

Regional Training

Attendance for regional training classes will be coordinated through the Anaheim/Santa Ana Training and Exercise Coordinator and the OCIAC website. Jurisdictions must adhere to the approval process under the Reimbursement Guidelines section below prior to attendance by personnel in a regional training class. Please note, for regional training courses provided locally, one tracking request number will be requested for all participating jurisdictions; contact the UASI Training and Exercise Coordinator for confirmation.

Reimbursement Guidelines

Training expenses that are submitted for reimbursement must adhere to the FY22 State and Federal Homeland Security Grant Program Guides, and applicable Code of Federal Regulation (CFR). In accordance with this guidance, several regulations are highlighted below:

- Reimbursable training costs for approved training includes: Tuition, Overtime and Backfill for approved instructors, and Travel Costs (i.e. airfare, mileage, per diem, hotel, etc.). All expenses must comply with each jurisdiction's established policies.
- Overtime and backfill are reimbursable expenses, but at NO time is dual compensation (overtime and backfill) allowable during the same training day. In order to pay for backfill, agencies must have incurred the expense of paying overtime to fill a position vacated by the employee on the day of the training.
- Personnel costs for employees who provided training instruction on a normal work day are not reimbursable.
- For agencies that have extended shifts (12-24 hours) please note that backfill can only be reimbursed for the time that the employee was not able to work their normal shift due to the training.
- Reimbursement for "Fringe Benefits" in overtime and backfill is limited only to Federal Insurance Contributions Act (FICA), Workers' Compensation, and Unemployment Insurance.

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- Tips, alcohol, and entertainment are not reimbursable expenses.
- Agencies must retain expense related documentation for three years past the close of the grant by CalOES and the ASUA Grant Office.

To submit for reimbursement, sub-recipients will need to complete the Travel Reimbursement Application Worksheet for each completed course. The Travel Reimbursement Application Worksheet must include the State Tracking Number for the class in order to receive reimbursement.

Payroll documentation must include a timesheet, overtime sheet, or some other form of documentation that has the following information: employee signature, grant (UASI), date(s), hours, and purpose (ex. course title attended or Backfill for employee). If the sub-recipient does not have this document, the employee must complete the Functional Timesheet. All Overtime/Backfill expenses must be supported by copies of a payroll or other similar system that supports the overtime rate and number of overtime/backfill hours that submitted for reimbursement.

In addition to the Training Reimbursement Application Worksheet, sub-recipients must also complete one Reimbursement Request for Grant Expenditures form for the total amount listed on each of the Training Reimbursement Applications and Worksheets. An invoice must also be included that bills the City of Santa Ana for the total amount.

Please contact the grant office for a copy of all required forms.

Exercise Program Overview

UASI Funded exercises will occur on an ongoing basis, according to the Urban Area's Multi-year Training and Exercise Plan and identified capabilities gaps within the region. Certain exercises may have funding available for expenses incurred by jurisdictions as a result of participation in or the development of UASI funded exercises. All expenses to be reimbursed through UASI must receive prior approval from the Anaheim/Santa Ana UASI Grant Office. Any questions regarding the Exercise Program, please contact the Anaheim/Santa Ana UASI Training and Exercise Coordinator.

The following documentation is required for reimbursement:

Equipment/Planning Reimbursement Documentation:

- City/Agency invoice billing the City of Anaheim for reimbursable charges
- Reimbursement Request for Grant Expenditures Form
- Copies of invoices received and paid by Sub-Recipient
- Copies of payments (checks issued)
- Copies of requisitions, quotes, and purchase orders
- Copies of Requests for Bid/Proposal, evaluations, and contracts
- Packing slip with itemized equipment purchases
- Equipment Reimbursement Worksheet

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Training Reimbursements Documentation:

- City/Agency invoice billing the City of Anaheim for reimbursable charges
- Reimbursement Request for Grant Expenditures Form
- 2022 Travel Reimbursement Worksheet
- Copies of invoices received and paid by Sub-Recipient
- Copies of payments (checks issued)
- Documentation of payroll records verifying hourly rate and overtime/backfill rate, as well as proof of total overtime cost paid for each employee
- Copies of signed employee documentation or UASI Functional Timesheets for overtime/backfill
- Copy of the Tracking Number
- Copy of roster showing proof of instruction
- Copies of all receipts for tuition, travel, lodging and per diem. If the sub-recipient's travel policy indicates actual costs will be reimbursed, the sub-recipient must submit all receipts. If the sub-recipient's travel policy is to provide a daily Per Diem, then records must be provided that document the amount of Per Diem provided.
- **DEADLINE to submit final training reimbursement packet: December 31, 2024.**

Other Approved Personnel Cost (Planning, M&A, and Organization) Reimbursement:

- City/Agency invoice billing the City of Anaheim for reimbursable charges
- Reimbursement Request for Grant Expenditures
- Copies of employee job descriptions/duties related to the grant
- Copies of payroll records verifying hourly rate and overtime/backfill rate, as well as proof of total overall payroll costs
- Copies of signed employee payroll documentation or UASI Functional Timesheets for overtime/backfill or approved UASI salaries

Deadline to Submit for Reimbursement

Sub-Recipients are encouraged to seek reimbursement throughout the grant cycle, as funds are expended. Final Reimbursement Packets (for all other projects outside of Training) are to be turned in NO LATER THAN **March 31, 2025.**

Part 5 – Financial and Equipment Monitoring Requirements

Monitoring Program Overview

In an effort to ensure the Anaheim/Santa Ana UASI is compliant with all federal, state and local laws and requirements, and to make certain all activities carried out under the Anaheim/Santa Ana UASI grant program are both reasonable and allowable, every sub-recipient who receives funding will be monitored by staff from the Anaheim/Santa Ana UASI grant offices. It is through a comprehensive application process and monitoring that the Anaheim/Santa Ana UASI hopes to achieve its goal of performing effective grants management.

Procurements

Sub-recipients shall use their own procurement procedures and regulations, provided their procurement procedures and regulations conform to applicable Federal law and standards.

Equipment

For purposes of this guide, “*Equipment*” is defined as follows: “An article of non-expendable, tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purpose, or \$5,000.”

Refer to the DHS FY22 Homeland Security Grant Program – Notice of Funding Opportunity and the Authorized Equipment List (AEL) for allowable equipment expenses. The 21 allowable equipment categories for the FY22 HSGP are listed on the web-based AEL at: <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated in program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using UASI funds. Sub-recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the purchased equipment.

Physical Inventory

As noted above, the purpose of the monitoring visit whether formal or informal, is to oversee and ensure that sub-recipients are expending and using funds on projects that have been pre-approved. Furthermore, once the projects are completed, that the resulting equipment is being used in a manner consistent with the original intent and request.

To that end, and in compliance with federal, state, and local grant guidelines, strategies, and policies, a representative from the Anaheim/Santa Ana grant offices will be required to physically inspect, tag, and inventory all UASI funded equipment. The Anaheim/Santa Ana UASI grant offices will conduct a monitoring review of all Operational Area UASI funded equipment at least once every two years. Equipment items must be inspected and monitoring reviews completed throughout the life of the equipment, terminating when disposition takes place. Disposal records for equipment acquired with Federal funds must be retained for 3 years after final disposition. Please refer to the ASUA Equipment Guidelines for a review of the applicable rules and regulations regarding the purchase and maintenance of federally funded equipment.

During a review, verification will be made that the following conditions do, or do not exist:

- There is a regional (operational area) application to the equipment.
- There is an established and documented Point of Contact/Custodian (POC) who is responsible for the providing all requested documentation to the monitor, as well as upkeep and care for the equipment.
- There is an established and documented process for inventorying equipment and tracking its use, maintenance, and training/exercising.
- Current and accurate equipment records are kept including: description, serial number, source of equipment, title holder, acquisition date, cost of equipment, percentage of federal participation in the cost, location kept, use of and condition of equipment, date of disposal (if applicable), and sale price (if applicable).
- Complete financial records are on hand, to include a full procurement/purchasing

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packet (quotes, bids, etc.), purchase orders and/or contracts, invoices, payments, packing slips, and any other documentation the sub-recipient deems necessary to show grant funds have been used according to the grant, administrative, and financial guidelines mentioned in Chapter 1 of this guide. Refer any financial recordkeeping questions to the Anaheim or Santa Ana Grant Fiscal Coordinator.

- Quality Control guidelines exist to ensure adequate safeguards to prevent loss, damage, or theft of equipment.
- If there is a case of loss, damage, or theft of equipment, the custodial agency must notify the Anaheim/Santa Ana UASI grant office in writing no later than 30 day calendar days. If lost, stolen, or damaged beyond repair, the equipment shall be replaced with that of like kind and capability, at the custodial agency's own expense.

The Sub-Recipient will be notified of any compliance issues (findings) discovered during the monitoring review. Advisory recommendations will be provided to ensure future compliance with grant regulations. Depending on the nature of the compliance issues identified, further action may be necessary and include penalties for the custodial agency. Penalties are not limited to, but may include: re-possession of the funded equipment by the Anaheim/Santa Ana UASI Grant Offices, future denial of project requests, etc.

Maintenance & Disposal

The custodial agency will be responsible for all maintenance or repair related to UASI funded equipment, outside those covered by a manufacturer's warranty. When original or replacement equipment acquired under a grant or sub-grant is no longer needed for the intended use, or original project or program, disposition will be made as follows:

- Equipment with a current per-unit fair market value less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.
- Equipment with a current per-unit fair market value in excess of \$5,000 may be retained or sold, and the awarding agency (CalOES) shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- If not sold or retained, the equipment shall be returned to the Recipient (Anaheim/Santa Ana UASI grant office).
- Sub-Recipient **must** contact ASAUA Grant Office prior to initiating disposition process. Grant Office is required to reach out to awarding agency for disposition instructions prior to taking any action.

Please refer to the ASAUA Equipment Guidelines for a review of all applicable rules and regulations regarding the purchase and maintenance of federally funded equipment. Any questions regarding equipment and logistical monitoring, contact the UASI Grant Office.

Part 6 – Closeout Procedures

Notification of Closeout

The sub-recipient will receive notification of the closeout of FY22 UASI Grant Program once

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instructions have been issued by CalOES. The recipient (Anaheim/Santa Ana UASI) must submit the final Performance Report and Bi-Annual Strategy Implementation Report (BSIR) before approval and closeout will be issued. Once approved, CalOES will notify the Anaheim/Santa Ana UASI Grant Office of the start of the record retention period for all programmatic and financial grant-related records.

Record Retention

Sub-recipients must retain all financial records and supporting documents for a period of three years from the date of submission of the final expenditure report by the Anaheim/Santa Ana UASI. Notification of the closeout date and subsequent record retention period will be disseminated by CalOES and passed through to the sub-recipient.

Part 7 – Conclusion and Timeline

Conclusion

It is critical that sub-recipients become familiar with the guidelines as set forth in this document, as well as the others referred to in this guide. With the overlap of grant cycles and nuances found within in each, the grant administrators and coordinators will rely on sub-recipients to provide timely, accurate information and documentation for a successful implementation of the UASI Grant Program.

FY22 UASI Grant Timeline

Anaheim/Santa Ana UASI Performance Period Begins	September 1, 2022
Anaheim/Santa Ana UASI Award	May 1, 2023
Anaheim/Santa Ana Sub-Recipient Performance Period Begins	August 9, 2023
Anaheim/Santa Ana UASI Grant Program Rollout Meeting	August 9, 2023
Sub-Recipient Agreement & Eligibility Packet Due	November 17, 2023
Deadline to Submit Completed <u>Training</u> Reimbursement Packets	December 31, 2024
Final Reimbursement Packets Due/Performance Period Ends	March 31, 2025
Anaheim/Santa Ana UASI Grant Performance Period Ends	May 31, 2025

AGREEMENT

SUB-RECIPIENT: ORANGE COUNTY FIRE AUTHORITY

City Contract Number _____

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EXHIBITS

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AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR
REIMBURSEMENT OF TRAINING COSTS
FOR FY2022 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF ANAHEIM
AND ORANGE COUNTY FIRE AUTHORITY

THIS AGREEMENT is made and entered into this ___ day of _____ 20___, by and between the CITY OF ANAHEIM, a municipal corporation (the "CITY"), and ORANGE COUNTY FIRE AUTHORITY (the "SUB-RECIPIENT" or "Contractor").

WITNESSETH

WHEREAS, CITY, acting through the Anaheim Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2022 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2022 Urban Areas Security Initiative" from the federal Department Of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

U.S. Department of Homeland Security "Fiscal Year 2022 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
<https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo>

California Office of Emergency Services "FY2022 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
<https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY-2022-HSGP-State-Supplement.pdf>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF ANAHEIM ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area (“ASAUA”) consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management (“OGM”) awarded a FY2022 UASI Grant of \$5,113,750 (“Grant Funds”) to the CITY OF ANAHEIM, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Anaheim Police Department, Emergency Management Director (“UASI Grant Office”) to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2022 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement (“Agreement”) to ORANGE COUNTY FIRE AUTHORITY (“SUB-RECIPIENT”) and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 425 South Harbor Boulevard, Anaheim, CA 92805; and
- B. ORANGE COUNTY FIRE AUTHORITY, a municipal corporation, One Fire Authority Road, Irvine, CA 92602

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Anaheim shall be, unless otherwise stated in the Agreement:

Richard LaRochelle, Lieutenant
Anaheim Police Department
425 South Harbor Boulevard
Anaheim, CA 92805
Phone: (714) 765-1523
rlarochelle@anaheim.net

- 2. The representative of ORANGE COUNTY FIRE AUTHORITY shall be:

Name: Brian Fennessy
Title: Fire Chief
Sub Recipient Name: Orange County Fire Authority
Sub Recipient Address: 1 Fire Authority Road
City Irvine State: CA Zip: 92602
Phone: 714 573-6000
E-mail: brianfennessy@ocfa.org

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF ANAHEIM. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF ANAHEIM by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF ANAHEIM.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF ANAHEIM, unless otherwise exempted.

- A. Grant Assurances in accordance with section 413C of this Agreement attached hereto as Exhibit A and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 413A12 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 413A4 of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 08/09/2023 and end on 3/31/2025 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2022 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.fema.gov/authorized-equipment-list>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i) use and

condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
 10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
 11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.
 12. SUB-RECIPIENT shall contact the ASUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.
- E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2022 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES. A catalogue of Grantor approved and sponsored training courses is available at <https://cdp.dhs.gov/>.
- F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2022 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/media-library/assets/documents/32326>.
- G. Any planning paid pursuant to this Agreement shall conform to the guidelines

as listed in FY2022 Homeland Security Grant Program, as set forth above.

- H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2022 Homeland Security Grant Program, as set forth above.

III PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Anaheim UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Anaheim, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§410. Conflict of Interest

- A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- B. Definitions:
1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship

between said person and the Contractor.

- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Grant Assurances.

- B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and

administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY2022 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2022-0043; and identify the City of Anaheim as the Pass-Through.

3. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

4. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and

construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

5. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

6. Telecommunications (2 CFR 200.216)

SUBRECIPIENT will comply with FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds on Covered Telecommunication Equipment or Services (Interim), which prohibits grant recipients and subrecipients from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or to enter into a contract (or

extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2022 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum

on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed as one original. This Agreement includes twenty-two (22) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and ORANGE COUNTY FIRE AUTHORITY have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

CITY OF ANAHEIM, a municipal Corporation
of the State of California

By: _____
Theresa Bass
Clerk of the Council

By: _____
Rick Armendariz
Chief of Police

SUB-RECIPIENT
ORANGE COUNTY FIRE AUTHORITY
UEI No. LQJ6V7K37UZ3

APPROVED AS TO FORM:

By: _____

By: _____
Kristin Pelletier
Chief Assistant City Attorney

Printed Name Brian Fennessy

Title Fire Chief

APPROVED AS TO FORM

By: _____

Printed Name David Kendig

Title General Counsel

EXHIBIT A

California Governor's Office of Emergency Services FY2022 Grant Assurances (All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

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2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state

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- antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

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- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);

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- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

Initials _____

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant

Initials _____

in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Initials _____

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Initials _____

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

Initials _____

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA’s General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

Initials _____

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant/Subrecipient: Orange County Fire Authority

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Brian Fennessy

Title: Fire Chief Date: _____

Initials _____

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Authorized Agent Signature

Brian Fennessy

Printed or Typed Name

Fire Chief

Title

Address: 1 Fire Authority Road

Irvine, CA 92602

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

AGREEMENT NUMBER: _____

Orange County Fire Authority

AGENCY

Brian Fennessy, Fire Chief

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
October 26, 2023

Agenda Item No. 2C
Consent Calendar

2023 Legislative Summary

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 committee of legislation that have been identified for tracking and adopted positions consistent with the Board adopted Legislative Platform.

Prior Board/Committee Action

On October 18, 2023, the Legislative and Public Affairs Committee reviewed the proposed agenda item and directed staff to place the item on the Board agenda by a vote of 4-0 (Directors Wagner, Kalmick and Hertz-Mallari absent).

RECOMMENDED ACTION(S)

Receive and file the report and adopt recommended bill position changes as described in the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

The attached report summarizes legislation OCFA actively took a position on during 2023 and includes two new federal bills recommended for support. Previously identified legislation has been updated to reflect their status. This includes the Governor's signing of OCFA's sponsored bill SB 475 (Min) to allow for construction of a new fire station in Laguna Woods.

While Congress is still in session the vacating of the House Speaker and ensuing weeks spent to find a replacement significantly delayed negotiations on appropriations and may delay action on other legislation. The OCFA has identified two new federal bills for support. Those bills are H.R. 4090 and S. 870. The attached report provides additional details.

Attachment(s)

2023 Legislative Summary



Orange County Fire Authority

Legislative Report

October 2023

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

Summary: This bill was 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 allowed the California Department of Park and Recreation (CDPR) to remove the deed restriction placed on the park by that grant.

Signed by Governor on October 1, 2023.

New Legislation

[H.R. 4090](#) & [S. 870](#) Fire Grants and Safety Act

Recommended Position: Support

Summary: Two bills, one originating from the House and the other from the Senate, propose to renew and extend the sunset of critical fire service grant programs administered by the Federal Emergency Management Agency (FEMA). The grant programs renewed by these bills have directly benefitted OCFA with funding for an education trailer, fire ground survival training, and equipment. The bills have minor differences in how long they seek to extend the programs. OCFA has begun engaging with our delegation to request their review and support as both bills are consistent with our Board adopted Legislative Platform.

Previously Identified Legislation

Emergency Command Center

[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 was sponsored by the California Professional Firefighters.

Signed by Governor on September 30, 2023

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
October 26, 2023

Agenda Item No. 3A
Discussion Calendar

**Proposed Revisions to the Board Rules of Procedure
and Legislative and Public Affairs Committee Protocols**

Contact(s) for Further Information

Katrina Foley, Chair
Legislative and Public Affairs Committee

Summary

This agenda item is prepared at the request of Committee Chair Katrina Foley to introduce a discussion regarding revisions to Committee Protocols and Board Rules of Procedure.

Prior Board/Committee Action

On January 27, 2022, Chair Shawver presented a request to consider establishing additional sub-committees of the Board of Directors. His motion to consider establishing an operations committee and a legislation and public affairs committee was approved 21-1 (Director Sachs opposed, Directors Bartlett, Hasselbrink, Park, absent).

On March 24, 2022, the Board approved establishing two subcommittees, the Operations Committee and the Legislative and Public Affairs Committee, and adopted Committee Protocols and amendments to the Board Rules of Procedure.

On October 18, 2023, the Legislative and Public Affairs Committee reviewed the proposed agenda item and directed staff to place the item on the Board agenda by a vote of 4-0 (Directors Wagner, Kalmick and Hertz-Mallari absent).

RECOMMENDED ACTION(S)

1. Approve the revisions to the Legislative & Public Affairs Committee Protocols.
2. Adopt the Resolution to amend the Board Rules of Procedure to reflect the revisions to the Committee.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Legislative and Public Affairs Committee Chair Katrina Foley requested the Committee review and consider proposed revisions to Committee Protocols and Board Rules of Procedure to clarify and ensure the committee functions as intended in reviewing and adopting positions on legislation consistent with the Board adopted Legislative Platform.

Attachment(s)

1. Proposed Legislation & Public Affairs Committee Protocols
2. Proposed Resolution
 - (a) Revised Board Rules of Procedure

Legislative and Public Affairs Committee

Background Information

- The Legislative and Public Affairs Committee shall be considered a Standing Committee, as defined by Rule 10 (a) of the Board of Directors Rules of Procedure.
- The Legislative and Public Affairs Committee is an advisory body to the ~~Executive Committee and~~ Board of Directors. The Committee may adopt position(s) on state and federal legislation consistent with the Board adopted Legislative Platform.
- The Legislative and Public Affairs Committee shall consist of seven members of the Board of Directors. The Board Chair shall make all appointments to the Legislative and Public Affairs Committee. Appointments to the Legislative and Public Affairs Committee shall be made in such a manner as to achieve, as close as reasonably possible, a balance between the number of members representing Structural Fire Fund and Cash Contract cities.
- At the first meeting of the Legislative and Public Affairs Committee following the annual election of the Chair and Vice Chair of the Board of Directors, the Directors assigned to the Legislative and Public Affairs Committee shall elect from its members a Chair and Vice Chair of the Committee.
- The Committee shall meet at the Regional Fire Operations & Training Center, with designated-recurring meeting dates and times. Committee shall meet on ~~a quarterly basis on~~ the third Wednesday during the months of January, ~~April~~March, July, and October at 12 noon. The Legislative and Public Affairs Committee will meet in Classroom 1 (Board Breakout Room) at the RFOTC. Special meetings may occur on other dates, times, and/or locations as noticed.

Committee Mission/Purpose

The Legislative and Public Affairs Committee is an advisory body to the ~~Executive Committee and~~ Board of Directors on matters related to public outreach and legislative affairs at the local, state, and federal levels. The Legislative and Public Affairs Committee reviews and provides recommendations on legislative and regulatory matters that may impact the OCFA. The Committee shall receive status reports from OCFA's legislative advocates and staff.

In addition, the Committee will review and provide recommendations pertaining to OCFA's public outreach, branding, communications activities, and will evaluate opportunities to enhance OCFA public relations.

Committee Guidelines

This section contains the operating philosophy of the Committee, its policy and decision-making responsibilities, staff involvement, the Committee's relationship to other committees and the Board of Directors, and other details about Committee activities.

Operating Philosophy, Policy-Making and Oversight Responsibilities

- A broad regional perspective will be applied to issues coming before the Committee to achieve the mission of the Committee as well as the Authority.
- The Authority's mission and goals relevant to legislation will be reviewed by the Committee during the development of the OCFA Legislative Platform, consistent with the 2-year legislative bill cycle, and annually on matters related to public relations.

Legislative and Public Affairs Committee

- The Committee will convey proposed revisions for its structure or oversight responsibilities for consideration by the Board of Directors.
- The Committee will consider whether issues within its subject matter jurisdiction should:
 - remain with the review jurisdiction of the Committee,
 - be referred to the Executive Committee, or
 - be referred to the Board of Directors
- All policy matters or matters requiring budget adjustments shall be referred to the Board of Directors.

Staff Liaison, Agenda Materials & Staff Presentations

- The Assistant Chief of Business Services and Director of Communications will serve as the primary Staff Liaisons to the Committee.
- Items shall be included on the Committee's agenda only with the approval of the Committee Chair or a Staff Liaison.
- Written and oral reports by staff will be used in presenting issues to the Committee.
- An executive summary followed by sufficient backup material will be used to describe the major issues of the item and form the basic model of agenda material coming before the Committee.

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE ORANGE COUNTY
FIRE AUTHORITY AMENDING THE BOARD
OF DIRECTORS RULES OF PROCEDURE**

WHEREAS, the Orange County Fire Authority Board of Directors adopted Resolution No. 99-04, on January 28, 1999, establishing the Board of Directors Rules of Procedure, and

WHEREAS, the Board of Directors has periodically amended said Rules, the most recent amendment occurring on March 24, 2022; and

WHEREAS, the Board is considering amendments to these Rules.

NOW, THEREFORE, BE IT RESOLVED as follows:

The Board of Directors Rules of Procedures is amended as indicated by the redline version attached hereto as Exhibit A.

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

OCCA BOARD OF DIRECTORS



ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS RULES OF PROCEDURE (Last Revision: 3/24/2022)

- Rule 1 Time and Place of Meetings of the Board of Directors and the Executive Committee
- Rule 2 Agendas/Minutes for Meetings of the Board of Directors
- Rule 3 Order of Business for Meetings of the Board of Directors
- Rule 4 Motions During Meetings of the Board of Directors
- Rule 5 Decorum for Public Meetings
- Rule 6 Election of Chair and Vice Chair of the Board of Directors/
Absence of Presiding Officer
- Rule 7 Retention of Exhibits and Documentary Material received in Hearings Before the Board of Directors
- Rule 8 Ceremonial Functions and Proclamations
- Rule 9 The Executive Committee
- Rule 10 The Standing Committees
- Rule 11 Designated Labor Negotiators
- Rule 12 Provision of Requested Materials by Board Members
- Rule 13 Compensation/Reimbursement for Expenses
- Rule 14 Disclosure of Closed Session Information
- Rule 15 Amendment of Rules of Procedure

RULE 1. TIME AND PLACE OF MEETINGS OF THE BOARD OF DIRECTORS AND THE EXECUTIVE COMMITTEE

- (a) Except as otherwise provided in this Rule or by Resolution of the Board, a regular meeting of the Board of Directors shall be held on the fourth Thursday of each odd-numbered month, commencing at the hour of 6:00 p.m. in the Board Meeting Room, Regional Fire Operation and Training Center (RFOTC), One Fire Authority Road, Irvine. The meeting for the month of November shall be scheduled for the third Thursday, commencing at the hour of 5:30 p.m. in the Board Meeting Room, RFOTC, One Fire Authority Road, Irvine. Special meetings may occur on other dates, times, and/or locations as noticed.

- (b) Except as otherwise provided in this Rule, a regular meeting of the Executive Committee shall be held on the fourth Thursday of each month, with the exception of August and December, commencing at the hour of 5:30 p.m. in the Board Meeting Room, RFOTC, One Fire Authority Road, Irvine. Due to the Thanksgiving holiday, the regular November Executive Committee meeting business will be combined with the Board of Director's meeting. Special meetings may occur on other dates, times, and/or locations as noticed.
- (c) The Clerk of the Authority shall maintain the official meeting calendar, and shall post same in the display case located in the lobby of the Board Meeting Room and posting case outside main entry gate, RFOTC, One Fire Authority Road, Irvine.
- (d) Any meeting of the Board may be adjourned to any other date and time when necessary for the transaction of business. Any adjourned meeting of the Board is part of a regular meeting.
- (e) Special meetings of the Board may be called pursuant to and in accordance with Section 54956 of the Government Code. The Clerk shall prepare the notice and call of any special meeting. The notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such special meeting. A copy of the notice of the special meeting shall also be posted at the places designated in subsection (c) of Rule 1.
- (f) In the event the Board or Executive Committee, or their respective Chairs, determine it advisable to hold a regular meeting at a location other than the Board Meeting Room, RFOTC, One Fire Authority Road, Irvine, a notice specifying the location of such meeting shall be posted in the display case in the lobby of the Board Meeting Room and posting case outside main entry gate, RFOTC, One Fire Authority Road, Irvine. Additional notices shall be posted and maintained as set forth in (c) above.

RULE 2. AGENDAS/MINUTES FOR MEETINGS OF THE BOARD OF DIRECTORS

- (a) Items for the agenda for any regular meeting of the Board may be included on the agenda only with the approval of the Fire Chief or the Chair of the Board.
- (b) (i) During the Board Member Comments portion of a Board meeting, any member may direct that an item be placed on the next agenda of the Board of Directors. The item will be placed on the next regular meeting of the Board of Directors with a brief description of the item (not yet researched by staff), unless the request is revoked by the requesting Board Member prior to public circulation of the Board meeting agenda containing the item. The Board will then (i) determine whether to direct OCFA staff to prepare a full agenda report for a future Board meeting, and (b) provide direction whether the matter should be reviewed by a Board committee prior to presentation to the full Board.
 - (ii) At any time other than during Board Member Comments, any Board Member may contact the Chair to request that an item be placed on the agenda of a future meeting of the Board of Directors and, if the Chair concurs in the request, the item will be placed on the agenda for a future meeting of the Board of

Directors as the Chair directs with a full staff report, and subject to any prior review by a Board Committee review that the Board Chair may direct..

- (c) As required by the Ralph M. Brown Act, items not on the posted agenda for a meeting shall not be considered by the Board except as follows:
 - (1) Upon determination by a majority vote of the Board that an emergency situation exists. The determination shall be made prior to Board consideration of the emergency item. An emergency situation is limited to:
 - (a) Work stoppage or other activity which severely impairs public health, safety or both.
 - (b) Crippling disaster which severely impairs public health, safety or both.
 - (2) Upon determination by a two-thirds vote of the Board Members present, or a unanimous vote if less than two-thirds of the Members are present, that there is a need to take immediate action and that the need came to the attention of the Authority subsequent to the agenda being posted. The determination shall be made prior to Board consideration of the item.
 - (3) The item was posted for a prior meeting occurring not more than five calendar days prior to the date action is taken on the item and at which prior meeting, the item was continued to the meeting at which action is being taken.
- (d) The OCFA Board has adopted the use of Robert's Rules of Order as its official guideline in the creation of minutes. All Board/Committee meeting will be documented using action-type minutes. Minutes will document the record of what actions were taken by the governing body, not what was said. The minutes will not contain personal comments or someone's opinion about what happened.
 - (1) The minutes shall document the items identified in Rule 3 in the Board's Order of Business.
 - (2) Public comments will identify the name of the speaker, their city of residences/or organization they represent (if provided by the speaker), and identify the subject to which their comments are being submitted. If commenting on a specific agenda item, the minutes will record the speaker's name, their city of residences/or organization they represent (if provided), and identify if they are speaking in support or opposition of that item.
- (e) Notwithstanding any provision in these Rules to the contrary, no Memorandum of Understanding, or amendment, codicil, side letter, or any other modification to a Memorandum of Understanding, including any such documents negotiated pursuant to a reopener clause, between the Orange County Fire Authority and any employee bargaining unit ("proposed labor agreement"), shall be heard as an item on a Board agenda until and unless, at the time of the meeting during which the matter is heard by the Board, seven days has passed since the later of the following to occur: (1) the Clerk of the Authority has published a copy of the proposed document on the OCFA public website; and (2) the members of the employee bargaining unit have ratified the proposed labor agreement.

RULE 3. ORDER OF BUSINESS FOR MEETINGS OF THE BOARD OF DIRECTORS

(a) The business for regular meetings of the Board shall include:

Invocation
Pledge of Allegiance
Roll Call
Presentations
Committee Reports
Fire Chief's Report
Public Comments
Minutes
Consent Calendar

(1) Agenda review at call of the Chair to identify those items on the Consent Calendar which a member of the Board or public requests the opportunity to discuss.

(2) Approval at the call of the Chair of those items for which there is no request for discussion.

(3) Discussion of items that the public has requested an opportunity to discuss shall be taken in sequential order.

Public Hearing(s)
Discussion Calendar
Closed Session
Closed Session Report
Adjournment

The Chair may alter or deviate the order of business.

(b) Lengthy Meeting Rule: During the transition between the Board's consideration of agenda items, any member of the Board may request that the Chair take a brief moment from the agenda at hand to discuss which items will be considered during the meeting and those that may be continued to the next meeting.

(c) Decisions to continue items to a future meeting shall be approved by majority vote of the Board members present.

RULE 4. MOTIONS DURING MEETINGS OF THE BOARD OF DIRECTORS

(a) Action of the Board shall be taken by motion. Any action of the Board may be proposed by the motion of any Member. Such a motion, if seconded by any member, shall be on the floor and must be considered, unless a substitute motion has been made, seconded, and adopted. If a motion is not seconded, the motion fails for lack of a second, and shall be so declared by the Chair.

(b) A motion may be withdrawn or amended by its maker at any time before adoption or rejection, with the consent of the second. Absent the consent of the second, the original motion shall remain on the floor. The second to a motion may be withdrawn by the seconder at any time before adoption or rejection of the motion. Upon withdrawal of the second, the motion will be lost for lack of a second and so declared by the Chair unless seconded by another Member.

- (c) After a motion has been seconded, any Member may discuss the subject of the motion. The Chair may, on any motion, call for the vote if it appears that further discussion will be repetitious or that a majority of the Members present concur in the call.
- (d) A motion to reconsider the vote on an agenda item may be made at the meeting at which the item was acted upon, or any adjourned session of the same meeting.

RULE 5. DECORUM FOR PUBLIC MEETINGS

- (a) Members of the Board shall conduct themselves in an orderly and business-like manner to ensure that the business of the Authority shall be attended to efficiently and thoroughly and to ensure that the integrity of the deliberative process of the Board is maintained at all times. Members of the Board shall maintain a polite, respectful, and courteous manner when addressing one another, Authority staff, and members of the public during the meetings.
- (b) Subject to direction by a majority of the Board, the Chair, or in the Chair's absence the Vice Chair, or in their absence any other member designated by the Board, shall be responsible for resolving all procedural issues and for maintaining the orderly conduct and decorum of meetings. It shall be the duty of the Chair to ensure that the rules of decorum contained herein are observed. The Chair shall maintain control of communication among Board Members, and between Board Members and the public.
- (c) Communication by Board Members
 1. Board Members should be recognized by the Chair before speaking.
 2. A Board Member who is speaking shall remember that the purpose of the meeting is to attend to and resolve Authority business. Board Members shall avoid repetition and shall endeavor to limit their comments to the subject matter at hand. Board Members shall endeavor to express their views without engaging in lengthy debates.
 3. When one Board Member is speaking, other Board Members shall not interrupt or otherwise disturb the speaker.
- (d) Communication with members of the public addressing the Board.
 1. Board Members may question the person addressing the Board at the conclusion of the person's comments. A Board Member wishing to ask questions of a member of the public should first be recognized by the Chair.
 2. Board Members shall not engage the person addressing the Board in a dialogue, but shall confine communication to a question and answer format.
 3. If a member of the audience has addressed the Board on matters which are not on the agenda, Board Members shall refrain from extended discussions of the matter. If a Board Member so wishes, he/she may, during the Board Member Comments portion of the meeting, request that the matter be placed on a future agenda.

- (e) Authority Staff shall not engage in a dialogue with members of the public during Board meetings. When addressed by the Board, staff shall respond in a polite and respectful manner.
- (f) Members of the Audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, and stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the Board meeting unfeasible. A member of the audience engaging in any such conduct shall, at the discretion of the Chair or a majority of the Board Members, be subject to removal from that meeting.
- (g) Members of the public may address the Board of Directors during the Public Comment Period and prior to the consideration of any agenda item Any person wishing to speak, whether during the Public Comment Period or on an agenda item, shall first complete a request to speak form slip and submit the form to the Authority Clerk prior to the calling to order of the meeting or as soon as possible thereafter.
- (h) No person shall address the Board of Directors without first being recognized by the Chair.
- (i) The purpose of addressing the Board of Directors is to formally communicate to the Board on matters relating to Authority business or citizen concerns within the subject matter jurisdiction of the Board. Persons addressing the Board on an agenda item shall confine the subject matter of their remarks to the particular matter before the Board.
- (j) Each person addressing the Board of Directors shall do so in an orderly manner and shall not engage in any conduct, which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting. Any person, who so disrupts the meeting shall, at the discretion of the Chair or a majority of the Board Members, be subject to removal from that meeting.
- (k) Persons addressing the Board of Directors shall address the Board as a whole and shall not engage in a dialogue with individual Board Members, Authority staff, or members of the audience.
- (l) A time limit of approximately three minutes per person shall be allocated to all persons addressing the Board of Directors, however, at the discretion of the Chair, an individual speaking on behalf of a group sharing common concerns or opinions may be allocated additional time to speak for the group. A total of approximately thirty minutes will be allocated at the beginning of the meeting for Public Comments, with additional time granted at the discretion of the Chair. If needed, additional time for Public Comments will be provided at the conclusion of the normal business of the Board.
- (m) Upon a violation of the rules of decorum established herein, the procedure to enforce the rules is as follows:
 - 1. Warning: The Chair shall first request that a person who is violating the rules cease such conduct. If, after receiving a request from the Chair, the person persists in violating these rules, the Chair shall order a recess. Any representative of the local assigned law enforcement personnel who is present

at the meeting when the violation occurred shall be authorized to warn the person that his/her conduct is violating the rules and that he/she is requested to cease such conduct. If upon resumption of the meeting the violation persists, the Chair shall order another recess, whereupon the local assigned law enforcement personnel shall have the authority to order the person removed from the meeting and/or cited in violation of Penal Code Section 403.

2. Motion to Enforce: If the Chair of the Board fails to enforce the rules of decorum set forth herein, any Board Member may move to require the Chair to do so, and an affirmative vote of a majority of the Board shall require the Chair to do so. If the Chair fails to carry out the will of the majority of the Board, the majority may designate another Board Member to act as Chair for the limited purpose of enforcing the rules of decorum established herein.
3. Clearing the Room: Pursuant to Government Code Section 54957.9, in the event that any meeting is willfully interrupted by a person or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of the individuals who are willfully interrupting the meeting, by a majority vote of the Board Members the meeting room may be ordered cleared and the meeting shall continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section 54957.9.
4. Violation of the California Penal Code: A person or persons who substantially impair(s) the conduct of a Board meeting by knowingly and intentionally violating these rules of decorum may be prosecuted under Penal Code Section 403 for disturbing a public meeting. Every person who violates Penal Code Section 403 is guilty of a misdemeanor.

RULE 6. ELECTION OF CHAIR AND VICE CHAIR OF THE BOARD OF DIRECTORS/ABSENCE OF PRESIDING OFFICER

- (a) The officers of the Board are the Chair and Vice Chair.
- (b) Elections for Chair and Vice Chair shall be held at the first meeting of each calendar year.

The method of nomination and election of the Chair and Vice Chair will be at the discretion of the Board.

- (c) The Presiding Officer of the Board shall be the Chair, or in the Chair's absence the Vice Chair, followed by the Immediate Past Chair, then the Budget and Finance Committee Chair.

RULE 7. RETENTION OF EXHIBITS AND DOCUMENTARY MATERIAL RECEIVED IN HEARINGS BEFORE THE BOARD OF DIRECTORS

All exhibits, including documentary materials such as photographs, drawings, maps, letters, petitions, and other physical evidence received by the Board at hearings shall be retained by the Clerk as part of the record of the hearings. To the extent possible, the

Clerk may furnish copies of such materials to persons requesting them upon payment of the fee prescribed for copies of public records.

RULE 8. CEREMONIAL FUNCTIONS AND PROCLAMATIONS

The Chair is authorized to represent the Authority at ceremonial functions, proclamation ceremonies, and other similar events when the Board has not otherwise designated one of its Members to represent the Authority.

RULE 9. THE EXECUTIVE COMMITTEE

- (a) The Executive Committee shall conduct all business of the Authority, with the exception of policy issues, including labor relations, budget issues, and other matters specifically retained by the Board of Directors.
- (b) The Executive Committee shall consist of no more than nine members of the Board of Directors. Members of the Executive Committee shall serve until a new member is seated in their stead by virtue of appointment or assumption of one of the designated positions. The Executive Committee membership is comprised of the following designated positions: the Chair and Vice Chair of the Board of Directors, the immediate past Chair of the Board, and the Chair of the Budget and Finance Committee. In addition, membership as constituted, shall include at least one member of the County Board of Supervisors. The Chair shall appoint the remaining at-large members, who shall serve subject to approval by majority vote of the Directors present at a subsequent meeting. Said members are authorized to serve pending such vote of the Board. In the selection of at-large members, appointments shall be made in such a manner as to achieve approximately the ratio of cash contract cities to total member agencies of the Authority. The Chair of the City Managers Technical Advisory Committee shall serve as the ex officio non-voting member of the Executive Committee and shall not be included in the determination of a quorum for any meeting.
- (c) The Chair shall appoint a three-member panel of structural fire fund Alternate Directors and a three-member panel of cash contract city Alternate Directors. If an at-large member of the Executive Committee notifies the Clerk of the Authority that he or she cannot attend an Executive Committee meeting, the Clerk shall call, on a rotating basis, Alternate Directors from the respective panels in an attempt to replace a structural fire fund Director with a structural fire fund Alternate and/or a cash contract city Director with a cash contract city Alternate, as the case may be.

In the absence of the member of the Executive Committee representing the County Board of Supervisors, the Alternate voting member shall be the second regular member of the Board of Directors representing the County Board of Supervisors.

In the absence of the Budget and Finance Chair, the Alternate voting member shall be the Vice Chair of the Budget and Finance Committee.

Should the position of Immediate Past Chair on the Executive Committee become vacant, the most recent past Chair, who is a Director and who is not currently seated on the Executive Committee, shall serve in that capacity. Should there be no prior Board Chair on the Board of Directors, the current Director with the most tenure

and not currently seated as a member of the Executive Committee will be seated on the Executive Committee and shall serve in the interim until there is an Immediate Past Chair.

There shall be no Alternate Directors appointed in the absence of the Chair, Vice Chair, or immediate past Chair.

Should the Board Chair or Vice Chair be unable to officiate over a Board and/or Executive Committee meeting that the Immediate Past Chair followed by the Budget and Finance Committee Chair assume the duty of presiding over the meeting.

RULE 10. THE STANDING COMMITTEES

- (a) Standing Committees may be established by the Board of Directors for the purpose of facilitating a thorough review of various issues before presentation to and action by the full Board. Alternate Directors shall not act as alternates for Directors on standing committees.
- (b) The Budget and Finance Committee shall be established as a standing committee. The regular meetings of the Budget and Finance Committee will be on the second Wednesday of each month, with the exception of August and December, at 12 noon located in Classroom 1 (Board Breakout Room) at the RFOTC. Special meetings may occur on other dates, times, and/or locations as noticed.
 - (1) The Chair shall make all appointments to the Budget and Finance Committee. Appointments to the Budget and Finance Committee shall be made in such a manner as to achieve, as close as reasonably possible, a balance between the number of members representing Structural Fire Fund and Cash Contract cities.
 - (2) At the first meeting of the Budget and Finance Committee following the annual election of the Chair and Vice Chair of the Board of Directors, the Directors assigned to the Budget and Finance Committee shall elect from their members a Chair and Vice Chair of the Committee.
 - (3) The Chair, or in his/her absence, the Vice Chair, of the Budget and Finance Committee shall serve as a member of the Executive Committee.
 - (4) Items for the agenda for any regular meeting of the Budget and Finance Committee shall be included on the agenda only with the approval of the Committee Chair or the Staff Liaison.
 - (5) The Board of Directors, through the Chair, shall appoint one City Manager to the Budget and Finance Committee. The City Manager shall serve as an ex officio non-voting member of the Budget and Finance Committee. As an ex officio member, the City Manager shall not be included in the determination of a quorum for any meeting.
- (c) The Human Resources Committee shall be established as a standing committee. The regular meetings of the Human Resources Committee will be established by the Committee. The date and time selected by the Human Resources Committee is to meet on a quarterly basis on the first Tuesday during the months of February, May, August, and November at 12 noon. The Human Resources Committee will

meet in Classroom 1 (Board Breakout Room) at the RFOTC. Special meetings may occur on other dates, times, and/or locations as noticed.

- (1) The Human Resources Committee shall not exceed seven members of the Board of Directors. The Chair shall make all appointments to the Human Resources Committee. Appointments to the Human Resources Committee shall be made in such a manner as to achieve, as close as reasonably possible, a balance between the number of members representing Structural Fire Fund and Cash Contract cities.
 - (2) At the first meeting of the Human Resources Committee following the annual election of the Chair and Vice Chair of the Board of Directors, the Directors assigned to the Human Resources Committee shall elect from its members a Chair and Vice Chair of the Committee.
 - (3) Staff to the Committee will be the Human Resources Director or his or her designee. Additional subject matter experts may attend Committees as necessary.
 - (4) The Human Resources Committee shall advise OCFA staff and make recommendations to the Board of Directors on matters regarding human resources policies; job class specifications, compensation programs; benefit changes and renewals; employment-related matters that present a significant exposure to litigation to the Authority; labor negotiations; staff training, development and recognition programs; succession planning; risk management and workers' compensation policies; and development of management/performance evaluation and information systems.
- (d) The Legislative and Public Affairs Committee shall be established as a standing committee. The Legislative and Public Affairs Committee shall meet on ~~a quarterly basis on~~ the third Wednesday during the months of January, ~~April~~March, July and October at 12 noon. The Legislative and Public Affairs Committee will meet in the Classroom 1 (Board Breakout Room) at the RFOTC. Special meetings may occur on other dates, times, and/or locations as noticed.
- (1) The Legislative and Public Affairs Committee shall not exceed seven members of the Board of Directors. The Chair shall make all appointments to the Legislative and Public Affairs Committee. Appointments to the Legislative and Public Affairs Committee shall be made in such a manner as to achieve, as close as reasonably possible, a balance between the number of members representing Structural Fire Fund and Cash Contract cities.
 - (2) At the first meeting of the Legislative and Public Affairs Committee following the annual election of the Chair and Vice Chair of the Board of Directors, the Directors assigned to the Legislative and Public Affairs Committee shall elect from its members a Chair and Vice Chair of the Committee.
 - (3) Staff to the Committee will be the Assistant Chief of Business Services and Director of Communications or his or her designee. Additional subject matter experts may attend Committees as necessary.
 - (4) The Legislative and Public Affairs Committee shall advise on matters related to public outreach and legislative affairs at the local, state, and federal levels. The Legislative and Public Affairs Committee reviews and ~~provides~~

recommendations adopts positions on legislative and regulatory matters consistent with the Board adopted Legislative Platform~~that may impact the OCFA~~. The Committee shall receive status reports from OCFA's legislative advocates and staff. In addition, the Committee will review and provide recommendations pertaining to OCFA's public outreach, branding, communications activities, and will evaluate opportunities to enhance OCFA public relations.

- (e) The Operations Committee shall be established as a standing committee. Operations Committee shall meet on a quarterly basis on the second Tuesday during the months of February, May, August and November at 12 noon. The Operations Committee will meet in the Classroom 1 (Board Breakout Room) at the RFOTC. Special meetings may occur on other dates, times, and/or locations as noticed.
- (1) The Operations Committee shall not exceed seven members of the Board of Directors. The Chair shall make all appointments to the Operations Committee. Appointments to the Operations Committee shall be made in such a manner as to achieve, as close as reasonably possible, a balance between the number of members representing Structural Fire Fund and Cash Contract cities.
 - (2) At the first meeting of the Operations Committee following the annual election of the Chair and Vice Chair of the Board of Directors, the Directors assigned to the Operations Committee shall elect from its members a Chair and Vice Chair of the Committee.
 - (3) Staff to the Committee will be the Deputy Chief of Operations or his or her designee. Additional subject matter experts may attend Committees as necessary.
 - (4) The Operations Committee shall advise the Executive Committee and Board of Directors on high level policy decisions related to the operations of the OCFA. The committee review plans for future needs of the OCFA, explores alternatives to services, and makes recommendations to support operations. The committee is not intended to get into the day to day operations of the Fire Authority. The day to day operations is the responsibility of the Fire Chief and Executive Management.

RULE 11. DESIGNATED LABOR NEGOTIATORS

- (a) For purposes of holding a closed session concerning compensation and benefits for the Fire Chief, the Board of Directors' designated representatives shall be the Chair, the Vice Chair, the Immediate Past Chair, and the Budget and Finance Committee Chair. Should the Board and/or Budget and Finance Committee reorganize prior to the completion of the Fire Chief's evaluation process the negotiators that began the process will complete the evaluation.
- (b) For purposes of holding a closed session concerning compensation and benefits for all other represented and unrepresented employees, the Board of Directors' designated representatives shall be the Fire Chief's designee, the Human Resources Director and any other representative so designated at a meeting of the Board of Directors.

RULE 12. PROVISION OF REQUESTED MATERIALS BY BOARD MEMBERS

(a) Should an individual Board Member request information or materials that: (i) are not currently maintained by the OCFA in its normal course of business, and (ii) would require significant staff resources for research or analysis to create a document or to prepare or compile the information, then the requesting Board Member shall seek approval from the Board Chair who shall either approve the request or agendize the consideration to authorize the request at the next Board meeting.

(b) Should a Board Member or a member agency make a Public Records Act request for official business purposes, in keeping with the current fee schedule, the Board Member or its member agency will not be charged a fee for this service. This privilege is not to be used as a means for members of the public to circumvent the fees approved by the Board of Directors associated with records requests. Any records produced in response to a Board Member or member agency official business requests shall be made available to all Board Members along with a summary of the hard and soft costs involved in the provision of the requested records.

(c) Any Board Member requesting records for purposes other than official use will be charged any applicable fees approved by the Board of Directors that are associated with the request.

RULE 13. COMPENSATION/REIMBURSEMENT FOR EXPENSES

(a) Compensation: Members of the Board of Directors are entitled to receive \$100 per meeting per day, with a maximum of \$300 per month, for voting member attendance at OCFA publicly noticed (Brown Act compliant) meetings and the monthly Chair/Chief meeting.

(b) Authorized Expenses: OCFA funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized OCFA business. The following types of occurrences qualify a Board Member to receive payment and/or reimbursement of expenses relating to travel, meals, lodging, and other actual and necessary expenses, and generally constitute authorized expenses, as long as the other requirements of this policy are met:

- 1) Communicating with representatives of regional, state and national government on OCFA adopted policy positions;
- 2) Attending conferences designed to improve Board Member's expertise and information levels, including, but not limited to, ethics training required pursuant to California Government Code Section 53234;
- 3) Participating in regional, state and national organizations whose activities affect OCFA's interests;
- 4) Recognizing service to OCFA (for example, acknowledging a longtime employee with a retirement gift or celebration of nominal value and cost);
- 5) Attending OCFA events.

All other expenditures require prior approval by the OCFA Board of Directors at a public meeting. The following expenses also require prior Board of Directors' approval:

- 1) International travel;
- 2) Expenses exceeding \$2,500 per person, per trip.

Examples of personal expenses that OCFA will not reimburse include, but are not limited to:

- 1) The personal portion of any trip;
- 2) Political contributions or events;
- 3) Family expenses, including partner's expenses when accompanying a Board Member on OCFA-related business, as well as children or pet-related expenses;
- 4) Charitable contributions or events, unless the event has a direct relationship to OCFA business, (for example, acknowledging extraordinary deeds by OCFA personnel) is approved by the Fire Chief and does not exceed \$250;
- 5) Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
- 6) Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;
- 7) Personal losses incurred while on OCFA business.

Any questions regarding the propriety of a particular type of expense should be resolved before the expense is incurred.

- (c) Expense and Reimbursement Guidelines: To conserve OCFA resources and keep expenses within appropriate standards for public officials, expenditures, whether paid directly by OCFA or reimbursed to a Board Member, Members should adhere to the following guidelines. Unless otherwise specifically provided, reimbursement for travel, meals, lodging, and other actual and necessary expenses shall be at the Internal Revenue Service rates presently in effect as established in Publication 463 or any successor publication.

Transportation: The most economical mode and class of transportation reasonably consistent with scheduling needs and space requirements must be used, using the most direct and time-efficient route. In the event that a more expensive transportation form or route is used, the cost borne by OCFA will be limited to the cost of the most economical, direct, efficient and reasonable transportation form. Government and group rates offered by a provider of transportation services shall be used when available.

Automobile mileage is reimbursable at Internal Revenue Service rates in effect at the time of travel (see www.irs.gov). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable.

Reasonable and necessary charges for public transportation, taxi, or shuttle service are reimbursable at actual cost with receipts.

Rental vehicles may be used during out-of-county travel and will be reimbursed at actual cost. Rental vehicles may be used when the efficient conduct of OCFA business precludes the use of other means of transportation or when car rental is the most economical mode available. Itemized original receipts must be submitted with vehicle rental claims.

Lodging: Actual lodging costs will be reimbursed or paid for when travel on official OCFA business reasonably requires an overnight stay. If such lodging is in connection with a conference or organized educational activity, lodging costs shall not exceed the group rate published by the conference or activity sponsor for the meeting in question, provided that the group rate is available at the time of booking. Government and group rates offered by a provider of lodging services shall be used when available.

Non-reimbursable lodging-related expenses include, but are not limited to, costs for an extra person staying in the room, costs related to late checkout or uncanceled reservations, in-room pay-per-view movie rentals, and non-OCFA business related phone calls. Itemized receipts must accompany claims for lodging reimbursements.

Meals: Meal expenses and associated gratuities should be moderate, taking into account community standards and the prevailing restaurant costs of the area. OCFA will pay the actual cost of the meals, but will not pay for alcohol/personal bar expenses.

Telephone/Fax/ Cellular: Board Members will be reimbursed for actual telephone and fax expenses incurred on OCFA business. Telephone bills should identify which calls were made on OCFA business. For cellular calls when the Board Member has a particular number of minutes included in the Board Member's plan, the Board Member can identify the percentage of calls made on OCFA business.

Airport Parking: Long-term parking should be used for travel exceeding 24-hours. OCFA will pay the actual cost of long-term parking.

Other: Baggage handling at then current airport baggage rates per bag and gratuities of up to 15 percent will be reimbursed.

Miscellaneous: Actual expenses for registration, tuition, and parking are reimbursable for OCFA authorized business. Miscellaneous expenses must be supported with itemized receipts.

Expenses for which Board Members receive reimbursement from another agency are not reimbursable.

- (d) Expense Report Content and Submission Deadline: Expense reports must document that the expense in question meet the requirements of the policy. For example, if the meeting is with a legislator, the Board Member should explain whose meals were purchased, what issues were discussed and how those relate to the Authority's adopted legislative positions and priorities.

Board Members must submit their expense reports within 30 days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation. Receipts for gratuities and tolls under \$5 are not required.

- (e) Audits of Expense Reports: All expenses are subject to verification of compliance with this policy.
- (f) Reports to Governing Board: At the following Board of Directors' meeting, each Board Member shall briefly report on meetings attended at OCFA expense. If multiple Board Members attended, a joint report may be made.
- (g) Compliance with Laws: Board Members should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act.
- (h) Violation of this Policy: Misuse of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to OCFA, 3) OCFA's reporting the expenses as income to the elected official to state and federal tax authorities, and 4) prosecution for misuse of public resources.

RULE 14. DISCLOSURE OF CLOSED SESSION INFORMATION

All information presented to the Board in closed session shall be confidential. However, a Board Member may disclose information obtained in a closed session that has direct financial or liability implications for the Board Member's local agency to the following individuals:

- (a) Legal counsel of the Board Member's local agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that local agency; and/or
- (b) Other members of the legislative body of the Board Member's local agency present in a closed session of that local agency.

Prior to disclosing any information obtained in a closed session to legal counsel of the Board Member's local agency or other members of the legislative body of the Board Member's local agency, the Board Member shall notify OCFA General Counsel of the intention to discuss the matter with their local agency's legal counsel or other members of the legislative body in order to afford General Counsel the opportunity to discuss with their local agency's legal counsel whether the matter has direct financial or liability implications for the Board Member's local agency.

RULE 15. AMENDMENT OF RULES OF PROCEDURE

No rule of the Board shall be adopted or amended except by resolution adopted by the Board.