



# ORANGE COUNTY FIRE AUTHORITY AGENDA

## BUDGET AND FINANCE COMMITTEE REGULAR MEETING

Wednesday, June 14, 2023  
12:00 Noon

Orange County Fire Authority  
Regional Fire Operations and Training Center  
Classroom 1  
1 Fire Authority Road  
Irvine, California 92602

### Committee Members

John O'Neill, Chair • Troy Bourne, Vice Chair  
Shelley Hasselbrink • Gene Hernandez • Austin Lumbard  
Vince Rossini • John Gabbard • Nitesh Patel • Chi Charlie Nguyen  
Jennifer Cervantez, Ex Officio

### 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 the item being considered. Speaker Forms are available at the entryway of the meeting location.

**E-Comments:** Alternatively, you may email your written comments to [coa@ocfa.org](mailto: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 Committee 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> under Board & Committee Agendas/Minutes.



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](mailto: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** - Chair O'Neill

**PLEDGE OF ALLEGIANCE** - Director Gabbard

**ROLL CALL** - Clerk of the Authority

**PUBLIC COMMENTS**

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

**1. PRESENTATION**

No items.

**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 Budget and Finance Committee Meeting**

Submitted by: Maria 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 May 10, 2023, Regular Meeting as submitted.

**B. Monthly Investment Reports**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department, Tricia Jakubiak, Treasurer/Treasury & Financial Planning and James Slobojan, Assistant Treasurer/Treasury & Financial Planning

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of June 22, 2023, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the reports.

**C. FY 2022/23 Year End Budget Adjustment**

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

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 22, 2023, with the Budget and Finance Committee's recommendation that the Board of Directors approve and authorize FY 2022/23 budget adjustments as detailed in this report.

**D. Updated Cost Reimbursement Rates**

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Gina Cheung, Accounting Manager

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 22, 2023, with the Budget and Finance Committee's recommendation that the Board of Directors approve and adopt the proposed Cost Reimbursement Rate schedules to be effective July 1, 2023.

**3. DISCUSSION CALENDAR****A. Updated Community Risk Reduction and Miscellaneous Fee Schedules**

Submitted by: Lori Smith, Assistant Chief/Fire Marshal/Community Risk Reduction Department, Robert C. Cortez, Assistant Chief/Business Services Department and Gina Cheung, Accounting Manager

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 22, 2023, with the Budget and Finance Committee's recommendation that the Board of Directors take the following actions:

1. Conduct a Public Hearing.
2. Find that, in accordance with California Government Code Section 66014, the proposed fees do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are, therefore, exempt from compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21080.
3. Approve and adopt Resolution entitled A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING RESOLUTION 2022-03.

**B. Cal OES Fire Integrated Real-time Intelligence System (FIRIS) Program Mission Commander Contract Management for Fiscal Year 2023/2024**

Submitted by: Brian Fennessy, Fire Chief, and Tim Perkins, Assistant Chief Field Operations South

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 22, 2023, with the Budget and Finance Committee's recommendation that the Board of Directors take the following actions:

1. Approve and authorize the Fire Chief to enter into a reimbursement agreement with the State of California Governor's Office of Emergency Services (Cal OES) in the amount

- of \$5,000,000 for the provision of Airborne Mission Commanders and Mission Commander administrative support services.
2. Approve and authorize a budget adjustment to increase revenue and appropriations in the FY 2023-24 General Fund (121) budget by \$5,000,000 for Mission Commander (MC) contracts and MC administrative support services for the Cal OES FIRIS Program up to one-year from July 1, 2023 through June 30, 2024.
  3. Approve and authorize the Purchasing Manager to enter into new Professional Services Agreements for a one-year period through July 30, 2024 by the individual amounts needed in support of the Cal OES FIRIS Program Mission Commanders, so long as the aggregate value of the agreements does not exceed the program budget (see table).

**REPORTS**

None.

**COMMITTEE MEMBER COMMENTS**

**ADJOURNMENT** – The next regular meeting of the Budget and Finance Committee is scheduled for Wednesday, July 12, 2023, at 12:00 noon.

**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.

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Maria D. Huizar, CMC  
 Clerk of the Authority

**FUTURE B&FC AGENDA ITEMS – THREE-MONTH OUTLOOK:**

- Monthly Investment Report
- 2024 QRF Program
- Discussion and Draft Policy Review: Pre-Funding of CIP Projects

**UPCOMING MEETINGS:**

Executive Committee	Thursday, June 22, 2023, 5:30 p.m.
Board of Directors	Thursday, June 22, 2023, 6:00 p.m.
Budget and Finance Committee	Wednesday, July 12, 2023, 12 noon
Legislative and Public Affairs Committee	Wednesday, July 19, 2023, 12 noon

# MINUTES ORANGE COUNTY FIRE AUTHORITY

**Budget and Finance Committee Regular Meeting**  
**Wednesday, May 10, 2023**  
**12:00 Noon**

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

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## CALL TO ORDER

A regular meeting of the Orange County Fire Authority Budget and Finance Committee was called to order on May 10, 2023, at 12:00 p.m. by Chair O'Neill.

## PLEDGE OF ALLEGIANCE

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

## ROLL CALL – Clerk of the Authority

**Present:** John O'Neill, Garden Grove, Chair  
John Gabbard, Dana Point  
Gene Hernandez, Yorba Linda  
Austin Lombard, Tustin  
Chi Charlie Nguyen, Westminster  
Nitesh Patel, La Palma  
Vince Rossini, Villa Park

**Absent:** Troy Bourne, San Juan Capistrano                      Shelley Hasselbrink, Los Alamitos

## Staff present:

Fire Chief Brian Fennessy	Deputy Chief Lori Zeller
Assistant Chief Jim Ruane	Deputy Chief TJ McGovern
Assistant Chief Robert Cortez	Assistant Chief Lori Smith
Assistant Chief Rob Capobianco	Assistant Chief Tim Perkins
General Counsel David Kendig	Assistant Chief Stephanie Holloman
Director of Communications Matt Olson	Clerk of the Authority Maria D. Huizar
Ex-Officio Member Jennifer Cervantez	

## PUBLIC COMMENTS

None.

## **1. PRESENTATIONS**

No items.

## **2. CONSENT CALENDAR**

On motion of Director Hernandez and second by Director Rossini, and by acclamation, approved 7-0 Agenda Item Nos. 2A-2E (Directors Bourne and Hasselbrink absent).

### **A. Minutes for the Budget and Finance Committee Meeting (FILE 12.02B2)**

Action: Approve the Minutes for the April 12, 2023, Regular Meeting as submitted.

### **B. Third Quarter Purchasing Report (FILE 11.10H1)**

Action: Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of May 25, 2023, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the report.

### **C. Third Quarter Financial Newsletter (FILE 15.07)**

Action: Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of May 25, 2023, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the report.

### **D. Organizational Service Level Assessment Update (FILE 17.16)**

Action: Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of May 25, 2023, with the Budget and Finance Committee's recommendation that the Board of Directors receive and file the Organizational Service Level Assessment (SLA) update.

### **E. Canyon Communities CERT Program Budget Adjustment (FILE 11.10J1)**

Action: Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of May 25, 2023, with the Budget and Finance Committee's recommendation that the Board of Directors approve a Budget Adjustment to the FY 2022/23 General Fund (121) budget to increase revenue and expenditures by \$20,000 for the grant program award to fund the CERT program.

### **3. DISCUSSION CALENDAR**

#### **A. Monthly Investment Reports (FILE 11.10D2)**

Treasurer Tricia Jakubiak presented the Monthly Investment Reports.

On motion of Director Gabbard and second by Director Patel, and by acclamation approved 7-0 (Directors Bourne and Hasselbrink absent) to review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of May 25, 2023, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the reports.

#### **B. Review of the Fiscal Year 2023/24 Proposed Budget (FILE 15.4)**

Assistant Chief Robert Cortez presented a PowerPoint presentation and Review of the Fiscal Year 2023/24 Proposed Budget.

On motion of Director Rossini and second by Director Hernandez, and by acclamation approved 7-0 (Directors Bourne and Hasselbrink absent) to review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of May 25, 2023, with the Budget and Finance Committee's recommendation that the Board of Directors take the following actions:

1. Conduct a Public Hearing.
2. Adopt the FY 2023/24 Proposed Budget as submitted.
3. Adopt the resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING AND APPROVING THE APPROPRIATIONS BUDGET FOR THE ORANGE COUNTY FIRE AUTHORITY FOR FISCAL YEAR 2023/24.
4. Approve and authorize the temporary transfer of up to \$90 million from the Fund 190 Workers' Compensation Reserve Fund to the General Fund 121 to cover a projected temporary cash flow shortfall for FY 2023/24.
5. Approve and authorize the repayment of \$90 million borrowed funds from Fund 121 to Fund 190 along with interest when General Fund revenues become available in FY 2023/24.
6. Approve changes to the Master Position Control list to unfreeze, reclassify and/or add 8 positions as detailed in Attachment 3.
7. Approve transfers from the General Fund 121 to CIP Funds and Settlement Agreement Fund totaling \$33,886,201.

#### **REPORTS**

No items.

#### **COMMITTEE MEMBER COMMENTS**

None.

**ADJOURNMENT** – Chair O’Neill adjourned the meeting at 12:54 p.m. The next regular meeting of the Budget and Finance Committee is scheduled for Wednesday, June 14, 2023, at 12:00 noon.

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Maria D. Huizar, CMC  
Clerk of the Authority





Orange County Fire Authority  
**AGENDA STAFF REPORT**

**Budget and Finance Committee Meeting**  
**June 14, 2023**

**Agenda Item No. 2B**  
**Consent Calendar**

**Monthly Investment Reports**

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**Contact(s) for Further Information**

Robert Cortez, Assistant Chief [robertcortez@ocfa.org](mailto:robertcortez@ocfa.org) 714.573.6012  
Business Services Department

Tricia Jakubiak, Treasurer [triciajakubiak@ocfa.org](mailto:triciajakubiak@ocfa.org) 714.573.6301  
Treasury & Financial Planning

James Slobojan, Assistant Treasurer [james.slobojan@ocfa.org](mailto:james.slobojan@ocfa.org) 714.573.6305  
Treasury & Financial Planning

**Summary**

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

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of June 22, 2023, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the reports.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Attached is the final monthly investment report for the month ended April 30, 2023. A preliminary investment report as of May 19, 2023, is also provided as the most complete report that was available at the time this agenda item was prepared.

**Attachment(s)**

Final Investment Report – April 2023/Preliminary Report – May 2023

# *Orange County Fire Authority Monthly Investment Report*



*Final Report – April 2023*

*Preliminary Report – May 2023*



## ***Monthly Investment Report Table of Contents***

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***Orange County Fire Authority***

***Final Investment Report***

***April 30, 2023***



**EXECUTIVE SUMMARY**

***Portfolio Activity & Earnings***

During the month of April 2023, the size of the portfolio increased by \$61.7 million to \$274 million. Receipts for the month totaled approximately \$115.3 million. Significant receipts included property tax apportionment payments totaling approximately \$96.2 million, cash contract payments totaling nearly \$7.6 million, and various grant reimbursement payments and charges for current services totaling \$11.5 million, including a \$6.2 million dollar payment from the State of California for the FIRIS program. Total April cash outflows amounted to approximately \$54.5 million. Significant disbursements for the month included two biweekly payrolls and related benefits totaling approximately \$30 million. The portfolio's balance is expected to decrease in May as expenditures will exceed projected receipts.

In April, the portfolio's yield to maturity (365-day equivalent) increased by 67 basis point to 3.29%. The effective rate of return increased by 35 basis points to 2.92% for the month, while the average maturity of the portfolio increased by 27 days to 51 days to maturity.

***Economic News***

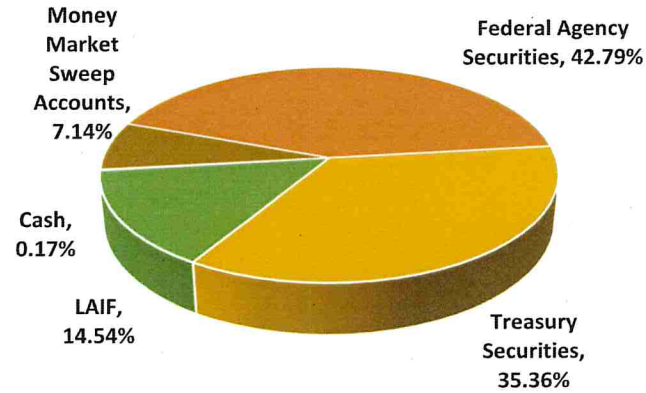
Nonfarm payroll employment rose by 253,000 in April 2023. The unemployment rate moved down slightly from 3.5% to 3.4%. Notable job gains were led by professional and business services, leisure and hospitality, health care, and social assistance. After falling in four of the previous five months, retail sales increased 0.6% in April from the previous month. The increase was led by auto dealerships, home improvement stores, bars and restaurants, and online purchases. U.S. Consumer confidence decreased in April as purchasing plans for homes, autos, appliances, and vacations all pulled back during the period. Consumers expect worsening economic conditions in the next six months as well as fewer jobs available.

The Consumer Price Index (CPI) rose 0.4% in April and 4.9% compared to last year. Inflation eased to its lowest level in two years, however, prices remain higher than normal. Costs for shelter, used cars and trucks, and gasoline were the largest contributors of the increase. The Producer Price Index (PPI), which measures the prices paid by wholesalers, increased 2.3% for the year and increased 0.2% for the month of April. Notable increases came from gasoline and investment advice services. PPI is considered a forward-looking inflation measure as it tracks prices in the pipeline for goods and services that eventually reach consumers. Sales of previously owned homes declined 3.4% in April compared with March and declined 23.2% from a year earlier, which is the largest decline in 11 years. With most homeowners holding low interest rate mortgages, there is little incentive to sell and purchase a new home at today's higher mortgage rates. Home prices in the West declined 6.1% compared to March of this year and are down 31.3% when compared to April of last year. The Federal Reserve met on May 3<sup>rd</sup> and approved its 10th consecutive interest rate increase. The federal funds rate increased by 0.25% from 5%-5.25%, a 16 year high. They will meet next on June 14, 2023, though the committee indicated they may pause to give them time to assess economic data and the impact of the recent bank turmoil. They also indicated that they are strongly committed to returning inflation to its 2% objective.

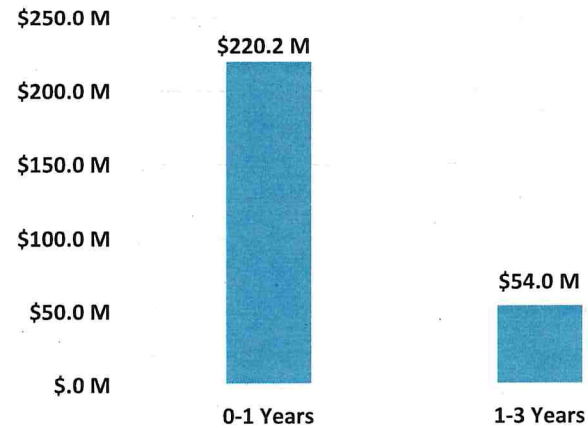


OCFA'S PORTFOLIO EXCEEDED THE LAIF BENCHMARK AS OF APRIL 30, 2023

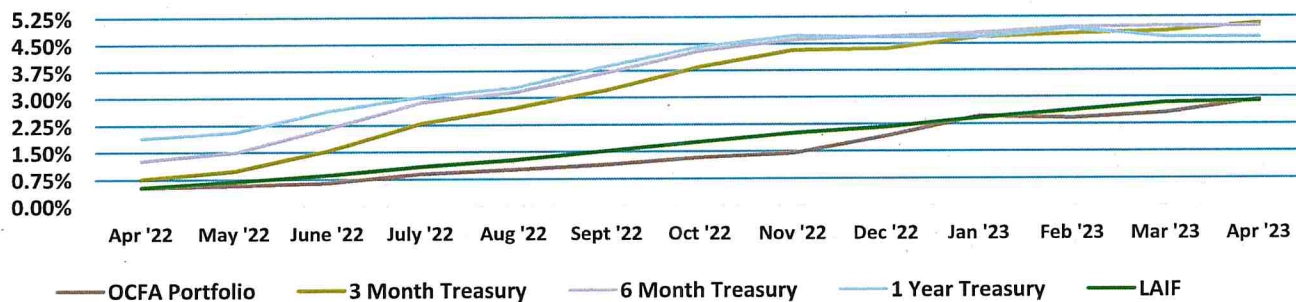
Market Value \$274,225,115



Aging Summary



12 Month Benchmarks





**BENCHMARK COMPARISON AS OF APRIL 30, 2023**

3 Month T-Bill:	5.07%	1 Year T-Bill:	4.68%
6 Month T-Bill:	4.99%	LAIF:	2.87%
OCFA Portfolio:		2.92%	

**PORTFOLIO SIZE, YIELD, & DURATION**

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value	\$274,095,351	\$212,318,155	\$219,365,328
Yield to Maturity (365 day)	3.29%	2.62%	0.53%
Effective Rate of Return	2.92%	2.57%	0.52%
Days to Maturity	51	24	27



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**April 30, 2023**

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

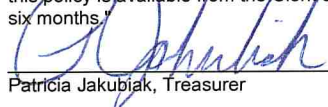
See Note 1 on page 10

See Note 2 on page 10

	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
<b>Investments</b>								
Money Mkt Mutual Funds/Cash	19,580,270.98	19,580,270.98	19,580,270.98	7.02	1	1	4.341	4.401
Federal Agency Coupon Securities	81,450,000.00	76,787,514.25	81,451,387.68	29.20	1,318	40	0.557	0.565
Federal Agency Disc. -Amortizing	41,000,000.00	40,554,190.00	40,546,800.08	14.53	109	82	4.838	4.905
Treasury Discounts -Amortizing	98,000,000.00	96,971,620.00	96,996,005.53	34.77	112	77	4.784	4.851
Local Agency Investment Funds	40,402,767.76	39,857,747.72	40,402,767.76	14.48	1	1	2.831	2.870
	<b>280,433,038.74</b>	<b>273,751,342.95</b>	<b>278,977,232.03</b>	<b>100.00%</b>	<b>440</b>	<b>51</b>	<b>3.244</b>	<b>3.289</b>
<b>Investments</b>								
<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	473,771.68	473,771.68	473,771.68		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>280,906,810.42</b>	<b>274,225,114.63</b>	<b>279,451,003.71</b>		<b>440</b>	<b>51</b>	<b>3.244</b>	<b>3.289</b>

<b>Total Earnings</b>	<b>April 30 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	578,793.23	3,051,609.80
<b>Average Daily Balance</b>	<b>241,250,167.37</b>	<b>188,841,711.05</b>
<b>Effective Rate of Return</b>	<b>2.92%</b>	<b>1.94%</b>

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2023. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

  
 Patricia Jakubjak, Treasurer 5/5/23

**Cash and Investments with GASB 31 Adjustment:**

Book Value of Cash & Investments before GASB 31 (Above)	\$ 279,451,003.71
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (5,355,652.25)
<b>Total</b>	<b>\$ 274,095,351.46</b>



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**April 30, 2023**

See Note 1 on page 10

See Note 2 on page 10

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Maturity Mat./Call Date
<b>Money Mkt Mutual Funds/Cash</b>										
SYS1042	1042	US Bank - Treasury Obligations			2,266,612.05	2,266,612.05	2,266,612.05	4.715	4.715	1
SYS528	528	MUFG Treasury Obligations		07/01/2022	17,313,658.93	17,313,658.93	17,313,658.93	4.360	4.360	1
<b>Subtotal and Average</b>			<b>14,829,144.74</b>		<b>19,580,270.98</b>	<b>19,580,270.98</b>	<b>19,580,270.98</b>		<b>4.401</b>	<b>1</b>
<b>Federal Agency Coupon Securities</b>										
3133EMLE0	1020	Federal Farm Credit Bank	(Continuous Call)	2/23/2020	14,000,000.00	13,727,560.00	14,000,000.00	0.190	0.222	0 09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank	(Callable 5/21/2023)	4/22/2021	3,000,000.00	2,790,000.00	3,001,387.68	0.710	0.665	20 04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank	(Continuous Call)	4/28/2021	12,000,000.00	11,157,000.00	12,000,000.00	0.720	0.720	0 04/28/2025
3130ALNY6	1025	Fed Home Loan Bank	(Callable 6/30/2023)	3/30/2021	8,000,000.00	7,537,200.00	8,000,000.00	0.550	0.550	60 09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank	(Callable 7/08/2023)	4/22/2021	9,435,000.00	9,024,766.20	9,435,000.00	0.375	0.375	68 04/08/2024
3130ALVR2	1031	Fed Home Loan Bank	(Callable 7/23/2023)	4/23/2021	11,015,000.00	10,352,668.05	11,015,000.00	0.520	0.520	83 10/23/2024
3130AM6P2	1034	Fed Home Loan Bank	(Callable 7/29/2023)	4/29/2021	12,000,000.00	10,901,880.00	12,000,000.00	1.000	1.000	89 04/29/2026
3130AM6H0	1035	Fed Home Loan Bank	(Callable 8/11/2023)	5/11/2021	12,000,000.00	11,296,440.00	12,000,000.00	0.550	0.550	10 10/11/2024
<b>Subtotal and Average</b>			<b>81,451,416.02</b>		<b>81,450,000.00</b>	<b>76,787,514.25</b>	<b>81,451,387.68</b>		<b>0.565</b>	<b>40</b>
<b>Federal Agency Disc. -Amortizing</b>										
313588FM2	1074	Fed Natl Mortg Assoc		04/20/2023	5,000,000.00	4,993,050.00	4,993,506.95	4.250	4.380	11 05/12/2023
313588GB5	1075	Fed Natl Mortg Assoc		04/20/2023	5,000,000.00	4,984,250.00	4,984,375.00	4.500	4.647	25 05/26/2023
313384HE2	1070	Fed Home Loan Bank		03/02/2023	12,000,000.00	11,918,040.00	11,916,713.27	4.805	5.014	52 06/22/2023
313384HM4	1073	Fed Home Loan Bank		04/13/2023	5,000,000.00	4,961,250.00	4,961,527.08	4.695	4.875	59 06/29/2023
313384MW6	1080	Fed Home Loan Bank		04/20/2023	14,000,000.00	13,697,600.00	13,690,677.78	4.850	5.106	164 10/12/2023
<b>Subtotal and Average</b>			<b>23,539,865.73</b>		<b>41,000,000.00</b>	<b>40,554,190.00</b>	<b>40,546,800.08</b>		<b>4.905</b>	<b>82</b>
<b>Treasury Discounts -Amortizing</b>										
912796ZE2	1067	US Treasury Bill		01/19/2023	12,000,000.00	11,986,080.00	11,985,000.00	4.500	4.692	10 05/11/2023
912796ZP7	1068	US Treasury Bill		02/16/2023	14,000,000.00	13,929,580.00	13,932,022.23	4.600	4.797	38 06/08/2023
912796ZF9	1071	US Treasury Bill		03/31/2023	14,000,000.00	13,960,380.00	13,960,333.33	4.250	4.397	24 05/25/2023
912796Y37	1072	US Treasury Bill		04/13/2023	9,000,000.00	8,881,470.00	8,887,670.00	4.780	4.988	94 08/03/2023
912796Y37	1076	US Treasury Bill		04/20/2023	7,000,000.00	6,907,810.00	6,912,266.67	4.800	5.004	94 08/03/2023
912796Z36	1077	US Treasury Bill		04/20/2023	14,000,000.00	13,792,660.00	13,796,300.06	4.850	5.067	108 08/17/2023
912796Z51	1078	US Treasury Bill		04/20/2023	14,000,000.00	13,768,020.00	13,774,164.39	4.760	4.981	122 08/31/2023
912796CQ0	1079	US Treasury Bill		04/20/2023	14,000,000.00	13,745,620.00	13,748,248.85	4.760	4.990	136 09/14/2023
<b>Subtotal and Average</b>			<b>68,401,505.82</b>		<b>98,000,000.00</b>	<b>96,971,620.00</b>	<b>96,996,005.53</b>		<b>4.851</b>	<b>77</b>

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**April 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call	Maturity Date
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			40,402,767.76	39,857,747.72	40,402,767.76	2.870	2.870	1	
		<b>Subtotal and Average</b>	53,028,235.06		40,402,767.76	39,857,747.72	40,402,767.76		2.870	1	
<b>Money Mkt Mutual Funds/Cash</b>											
SYS10033	10033	Revolving Fund		07/01/2022	20,000.00	20,000.00	20,000.00		0.000	1	
SYS4	4	Union Bank		07/01/2022	453,771.68	453,771.68	453,771.68		0.000	1	
		<b>Average Balance</b>	0.00							1	
		<b>Total Cash and Investments</b>	241,250,167.37		280,906,810.42	274,225,114.63	279,451,003.71		3.289	51	

Orange County Fire Authority

In Service of Others!



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of May 1, 2023**

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	( 05/01/2023 - 05/01/2023 )	5 Maturities	0 Payments	60,456,810.42	21.85%	60,456,810.42	59,911,790.38
Aging Interval:	1 - 30 days	( 05/02/2023 - 05/31/2023 )	4 Maturities	0 Payments	36,000,000.00	13.10%	35,923,215.28	35,923,760.00
Aging Interval:	31 - 60 days	( 06/01/2023 - 06/30/2023 )	3 Maturities	0 Payments	31,000,000.00	11.23%	30,810,262.58	30,808,870.00
Aging Interval:	61 - 90 days	( 07/01/2023 - 07/30/2023 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	91 - 120 days	( 07/31/2023 - 08/29/2023 )	3 Maturities	0 Payments	30,000,000.00	10.79%	29,596,236.73	29,581,940.00
Aging Interval:	121 - 365 days	( 08/30/2023 - 04/30/2024 )	5 Maturities	0 Payments	65,435,000.00	23.33%	64,648,091.02	63,963,566.20
Aging Interval:	366 - 1095 days	( 05/01/2024 - 04/30/2026 )	6 Maturities	0 Payments	58,015,000.00	19.70%	58,016,387.68	54,035,188.05
Aging Interval:	1096 days and after	( 05/01/2026 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
<b>Total for</b>			<b>26 Investments</b>	<b>0 Payments</b>		<b>100.00</b>	<b>279,451,003.71</b>	<b>274,225,114.63</b>



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. Fluctuations in the marketplace have little effect on our long-term investment yield because it is our policy to hold investments to maturity. However, adjusting to market values as required by GAAP resulted in a decrease in recorded interest earnings of \$5,156,626.02. The adjustment for June 30, 2022, includes a decrease of \$965,593.95 to the LAIF investment and a decrease of \$4,390,058.30 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.



### ***Local Agency Investment Fund (LAIF)***

As of April 30, 2023, OCFA has \$40,402,767.76 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of March 31, 2023 is .986510329. When applied to OCFA's LAIF investment, the fair value is \$39,857,747.72 or \$545,020.04 below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at April 30, 2023 is included on the following page.



**State of California**  
**Pooled Money Investment Account**  
**Market Valuation**  
**4/30/2023**

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch.		
United States Treasury:				
Bills	\$ 29,886,831,356.90		\$ 30,284,794,500.00	NA
Notes	\$ 91,976,367,283.09		\$ 89,811,281,000.00	\$ 296,484,192.00
Federal Agency:				
SBA	\$ 316,476,424.60		\$ 316,089,757.75	\$ 1,268,803.49
MBS-REMICs	\$ 3,011,376.79		\$ 2,983,755.10	\$ 13,422.45
Debentures	\$ 10,349,814,514.02		\$ 10,214,885,500.00	\$ 54,655,453.75
Debentures FR	\$ -		\$ -	\$ -
Debentures CL	\$ 2,450,000,000.00		\$ 2,398,527,500.00	\$ 18,847,450.50
Discount Notes	\$ 21,850,420,548.61		\$ 22,150,048,500.00	NA
Supranational Debentures	\$ 3,124,199,926.26		\$ 3,064,839,000.00	\$ 13,073,189.10
Supranational Debentures FR	\$ -		\$ -	\$ -
CDs and YCDs FR	\$ -		\$ -	\$ -
Bank Notes	\$ 200,000,000.00		\$ 199,821,219.01	\$ 2,869,861.11
CDs and YCDs	\$ 10,150,000,000.00		\$ 10,139,855,077.52	\$ 171,592,805.57
Commercial Paper	\$ 7,301,528,791.71		\$ 7,375,144,708.41	NA
Corporate:				
Bonds FR	\$ -		\$ -	\$ -
Bonds	\$ 429,682,654.93		\$ 408,594,940.00	\$ 2,563,416.93
Repurchase Agreements	\$ -		\$ -	\$ -
Reverse Repurchase	\$ -		\$ -	\$ -
Time Deposits	\$ 5,267,000,000.00		\$ 5,267,000,000.00	NA
PMIA & GF Loans	\$ 342,617,000.00		\$ 342,617,000.00	NA
<b>TOTAL</b>	<b>\$ 183,647,949,876.91</b>		<b>\$ 181,976,482,457.79</b>	<b>\$ 561,368,594.90</b>

Fair Value Including Accrued Interest \$ 182,537,851,052.69

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



*Orange County Fire Authority*  
*Preliminary Investment Report*

*May 19, 2023*





**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**May 19, 2023**

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Mat./Call	YTM/Call	YTM/Call
							360 Equiv.	365 Equiv.
Money Mkt Mutual Funds/Cash	14,824,932.12	14,824,932.12	14,824,932.12	5.41	1	1	4.365	4.426
Federal Agency Coupon Securities	81,450,000.00	76,724,637.00	81,451,350.55	29.71	1,318	45	0.556	0.564
Federal Agency Disc. -Amortizing	36,000,000.00	35,658,860.00	35,643,825.51	13.00	121	73	4.911	4.979
Treasury Discounts -Amortizing	103,000,000.00	101,810,520.00	101,847,597.18	37.15	120	83	4.868	4.936
Local Agency Investment Funds	40,402,767.76	39,857,747.72	40,402,767.76	14.74	1	1	2.831	2.870
<b>Investments</b>	<b>275,677,699.88</b>	<b>268,876,696.84</b>	<b>274,170,473.12</b>	<b>100.00%</b>	<b>452</b>	<b>54</b>	<b>3.265</b>	<b>3.310</b>
<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	577,260.66	577,260.66	577,260.66		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>276,254,960.54</b>	<b>269,453,957.50</b>	<b>274,747,733.78</b>		<b>452</b>	<b>54</b>	<b>3.265</b>	<b>3.310</b>

Total Earnings	May 19 Month Ending	Fiscal Year To Date
Current Year	459,488.36	3,511,098.16
<b>Average Daily Balance</b>	<b>274,346,494.75</b>	<b>193,871,404.21</b>
<b>Effective Rate of Return</b>	<b>3.22%</b>	<b>2.05%</b>

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2023. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months."

Patricia Jakubiak, Treasurer

5/26/23

**Cash and Investments with GASB 31 Adjustment:**

Book Value of Cash & Investments before GASB 31 (Above)	\$ 274,747,733.78
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (5,355,652.25)
<b>Total</b>	<b>\$ 269,392,081.53</b>

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 19, 2023**

See Note 1 on page 19

See Note 2 on page 19

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/Call 365	Days to Mat./Call	Maturity Date
<b>Money Mkt Mutual Funds/Cash</b>											
SYS1042	1042	US Bank - Treasury Obligations			2,747,907.24	2,747,907.24	2,747,907.24	4.715	4.715	1	
SYS528	528	MUFG Treasury Obligations		07/01/2022	12,077,024.88	12,077,024.88	12,077,024.88	4.360	4.360	1	
<b>Subtotal and Average</b>			<b>20,813,731.39</b>		<b>14,824,932.12</b>	<b>14,824,932.12</b>	<b>14,824,932.12</b>		<b>4.426</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EMLE0	1020	Federal Farm Credit Bank		12/23/2020	14,000,000.00	13,756,680.00	14,000,000.00	0.190	0.214	12	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank		04/22/2021	3,000,000.00	2,784,840.00	3,001,350.55	0.710	0.665	1	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank		04/28/2021	12,000,000.00	11,138,760.00	12,000,000.00	0.720	0.720	12	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank		03/30/2021	8,000,000.00	7,532,960.00	8,000,000.00	0.550	0.550	41	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank		04/22/2021	9,435,000.00	9,030,427.20	9,435,000.00	0.375	0.375	49	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank		04/23/2021	11,015,000.00	10,346,609.80	11,015,000.00	0.520	0.520	64	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank		04/29/2021	12,000,000.00	10,845,360.00	12,000,000.00	1.000	1.000	70	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank		05/11/2021	12,000,000.00	11,289,000.00	12,000,000.00	0.550	0.550	83	10/11/2024
<b>Subtotal and Average</b>			<b>81,451,368.14</b>		<b>81,450,000.00</b>	<b>76,724,637.00</b>	<b>81,451,350.55</b>		<b>0.564</b>	<b>45</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313588GB5	1075	Fed Natl Mortg Assoc		04/20/2023	5,000,000.00	4,997,500.00	4,996,250.00	4.500	4.647	6	05/26/2023
313384HE2	1070	Fed Home Loan Bank		03/02/2023	12,000,000.00	11,952,000.00	11,947,144.96	4.805	5.014	33	06/22/2023
313384HM4	1073	Fed Home Loan Bank		04/13/2023	5,000,000.00	4,975,500.00	4,973,916.66	4.695	4.875	40	06/29/2023
313384MW6	1080	Fed Home Loan Bank		04/20/2023	14,000,000.00	13,733,860.00	13,726,513.89	4.850	5.106	145	10/12/2023
<b>Subtotal and Average</b>			<b>38,493,969.90</b>		<b>36,000,000.00</b>	<b>35,658,860.00</b>	<b>35,643,825.51</b>		<b>4.979</b>	<b>73</b>	
<b>Treasury Discounts -Amortizing</b>											
912796ZP7	1068	US Treasury Bill		02/16/2023	14,000,000.00	13,963,600.00	13,966,011.11	4.600	4.797	19	06/08/2023
912796ZF9	1071	US Treasury Bill		03/31/2023	14,000,000.00	13,995,100.00	13,991,736.11	4.250	4.397	5	05/25/2023
912796Y37	1072	US Treasury Bill		04/13/2023	9,000,000.00	8,907,030.00	8,910,375.00	4.780	4.988	75	08/03/2023
912796Y37	1076	US Treasury Bill		04/20/2023	7,000,000.00	6,927,690.00	6,930,000.00	4.800	5.004	75	08/03/2023
912796Z36	1077	US Treasury Bill		04/20/2023	14,000,000.00	13,826,680.00	13,832,136.16	4.850	5.067	89	08/17/2023
912796Z51	1078	US Treasury Bill		04/20/2023	14,000,000.00	13,800,780.00	13,809,335.51	4.760	4.981	103	08/31/2023
912796CQ0	1079	US Treasury Bill		04/20/2023	14,000,000.00	13,774,180.00	13,783,419.96	4.760	4.990	117	09/14/2023
912797FC6	1081	US Treasury Bill		05/18/2023	17,000,000.00	16,615,460.00	16,624,583.33	5.000	5.257	159	10/26/2023
<b>Subtotal and Average</b>			<b>93,184,657.56</b>		<b>103,000,000.00</b>	<b>101,810,520.00</b>	<b>101,847,597.18</b>		<b>4.936</b>	<b>83</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Invstmt Fund			40,402,767.76	39,857,747.72	40,402,767.76	2.870	2.870	1	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 19, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
<b>Subtotal and Average</b>			<b>40,402,767.76</b>		<b>40,402,767.76</b>	<b>39,857,747.72</b>	<b>40,402,767.76</b>		<b>2.870</b>	<b>1</b>
<b>Total and Average</b>			<b>274,346,494.75</b>		<b>275,677,699.88</b>	<b>268,876,696.84</b>	<b>274,170,473.12</b>		<b>3.310</b>	<b>54</b>
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2022	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2022	557,260.66	557,260.66	557,260.66		0.000	1
<b>Average Balance</b>			<b>0.00</b>							<b>1</b>
<b>Total Cash and Investments</b>			<b>274,346,494.75</b>		<b>276,254,960.54</b>	<b>269,453,957.50</b>	<b>274,747,733.78</b>		<b>3.310</b>	<b>54</b>

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**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of May 20, 2023**

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
Aging Interval:	0 days	( 05/20/2023 - 05/20/2023 )	5 Maturities	0 Payments	55,804,960.54	20.51%	55,804,960.54	55,259,940.50
Aging Interval:	1 - 30 days	( 05/21/2023 - 06/19/2023 )	3 Maturities	0 Payments	33,000,000.00	12.23%	32,953,997.22	32,956,200.00
Aging Interval:	31 - 60 days	( 06/20/2023 - 07/19/2023 )	2 Maturities	0 Payments	17,000,000.00	6.28%	16,921,061.62	16,927,500.00
Aging Interval:	61 - 90 days	( 07/20/2023 - 08/18/2023 )	3 Maturities	0 Payments	30,000,000.00	11.01%	29,672,511.16	29,661,400.00
Aging Interval:	91 - 120 days	( 08/19/2023 - 09/17/2023 )	2 Maturities	0 Payments	28,000,000.00	10.23%	27,592,755.47	27,574,960.00
Aging Interval:	121 - 365 days	( 09/18/2023 - 05/19/2024 )	4 Maturities	0 Payments	54,435,000.00	19.72%	53,786,097.22	53,136,427.20
Aging Interval:	366 - 1095 days	( 05/20/2024 - 05/19/2026 )	6 Maturities	0 Payments	58,015,000.00	20.02%	58,016,350.55	53,937,529.80
Aging Interval:	1096 days and after	( 05/20/2026 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
<b>Total for</b>			<b>25 Investments</b>	<b>0 Payments</b>		<b>100.00</b>	<b>274,747,733.78</b>	<b>269,453,957.50</b>



**NOTES TO PORTFOLIO MANAGEMENT REPORT**

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The U.S. Bank Corporate Trust and Custody Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year-end. The adjustment for June 30, 2022 includes a decrease of \$965,593.95 to the LAIF investment and a decrease of \$5,355,652.25 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks yet allow that liquidity to be invested while payment of the outstanding checks is pending.

## GLOSSARY

### INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Yield.** Rate of return on a bond.

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

#### ECONOMIC TERMS

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

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

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



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

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

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

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

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

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

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

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Budget and Finance Committee Meeting  
June 14, 2023

Agenda Item No. 2C  
Consent Calendar

**FY 2022/23 Year End Budget Adjustment**

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**Contact(s) for Further Information**

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**Summary**

This item is submitted to request approval to adjust revenues and expenditures to reflect changes identified after the FY 2022/23 Mid-Year Budget Adjustment was approved in March 2023.

**Prior Board/Committee Action**

A comprehensive mid-year financial review was presented to the Budget and Finance Committee and the Board of Directors in January 2023, highlighting proposed mid-year changes to the FY 2022/23 budget that were needed based on events that have occurred since the budget was adopted. The Board directed staff to return in March with the technical budget adjustments required to implement the proposed changes.

At its regular March 8, 2023, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item. At its regular March 23, 2023, Board of Directors meeting, the Board also reviewed and approved this item.

Subsequent to the Board's approval of the mid-year budget adjustments, there are additional adjustments to both revenues and expenditures that require Board approval prior to year-end.

**RECOMMENDED ACTION(S)**

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 22, 2023, with the Budget and Finance Committee's recommendation that the Board of Directors approve and authorize FY 2022/23 budget adjustments as detailed in this report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Financial impact is detailed in the report, with an overall adjustment in revenues (all funds combined) of \$3.5 million and an overall adjustment in expenditures (all funds combined) of \$6.8 million. The balance of \$3.3 million is primarily due to salary and employee benefit cost increases

associated with the Board approved Firefighter and Orange County Employee Association (OCEA) labor agreements. Note that the Cash Contract City (CCC) portion of the negotiated labor agreement costs will be reflected in the CCC charges starting in FY 2023/24 and FY 2024/25.

Increased Cost Funded by Structural Fire Fund: \$3,287,695  
Increased Cost Funded by Cash Contract Cities: \$0

## Background

### *Proposed FY 2022/23 Year End Budget Adjustment*

Since the mid-year budget adjustment was approved by the Board in March 2023, additional changes to the budget have become necessary. Overall, the proposed changes in the General Fund result in a revenue adjustment of approximately \$3.2 million and an expenditure adjustment of \$6.5 million. **Approximately \$3.3 million of the General Fund expenditure adjustments are related to emergency incidents that are offset by corresponding revenue or are items that are cost neutral.** An additional \$3.3 million in expenditure adjustments are needed to cover the cost of the Board approved Firefighter and OCEA labor agreements.

### **FY 2022/23 General Fund Revenue Adjustments - \$3.2 million**

<b>Assistance by Hire (ABH)/Emergency Incident/CalFire:</b> ABH is the term used when OCFA responds to requests for assistance to incidents outside our area of responsibility, on a reimbursement basis. This adjustment includes an additional \$2,197,429 million not included in the mid-year adjustments, primarily due to anticipated reimbursement for winter storm and flooding events. An expenditure adjustment is also proposed to the overtime/backfill category to cover the costs associated with providing the ABH services. The adjustment also includes \$649,332 for a Spring 2023 augmentation funding allocation from CalFire for operational support and Hand Crew funding as well as \$183,000 for reimbursement of expenses related to the COVID-19 pandemic.	<b>\$3,029,761</b>
<b>Urban Areas Security Initiative (UASI) Grant :</b> OCFA was notified it would be eligible to receive an additional grant award as part of the FY 2020 UASI Grant Program.	<b>\$230,000</b>
<b>Charges for Services:</b> Charges for services revenue is being adjusted for the following items: increase in inspection services revenue (\$860,000); increase in late payment penalty revenue (\$9,500); increase in false alarm fees (\$6,500); reduced ambulance supplies reimbursement revenue as a new contract is under negotiation (\$830,100); and reduced reimbursable crews and equipment service revenue (\$37,000).	<b>\$8,900</b>
<b>RDA Pass-Through Revenue:</b> A net increase in RDA pass-through revenue is needed based on actual revenue receipts through May 2023.	<b>\$159,953</b>
<b>Miscellaneous:</b> This category of revenue adjustments includes an increase for insurance settlements (\$78,000), an increase for sale of surplus of non-capital items (\$25,000), a decrease for sale of surplus of capital assets (\$70,000), and a decrease in interest earnings (\$247,393).	<b>(\$214,393)</b>

Note: Some adjustments represent future anticipated reimbursement revenue

## **FY 2022/23 General Fund Expenditure Adjustments - \$6.5 million**

**Assistance by Hire/Emergency Incident Costs/CalFire:** As mentioned under Revenue for ABH, an adjustment is needed for in-county and out-of-county responses, primarily in the overtime/backfill category, but also for response-related supplies. This category also includes operational support and hand crew expenditures covered by the CalFire Spring 2023 augmentation funding and COVID-19 related expenditures. **\$3,104,781<sup>(1)</sup>**

**Urban Areas Security Initiative (UASI) Grant :** OCFA was notified it would be eligible to receive an additional grant award as part of the FY 2020 UASI Grant Program. The grant will allow for the purchase of training simulation equipment for encountering chemical and radiological agents (\$145,000) and provides funding for a pilot training program focusing on fire service operations during active shooter incidents (\$85,000). **\$230,000**

**Labor Agreement Salary Increases:** This adjustment covers the cost to the current fiscal year for the Board approved Firefighter and OCEA labor agreements. The new MOUs provide for a 4.0% increase for Firefighter employees effective 3/24/2023 and a 4.5% salary increase for OCEA employees effective 5/5/2023. **\$3,356,204**

**Air Operations:** This adjustment is to decrease maintenance and equipment expenditures in the Air Operations section by \$200,000, using this anticipated budget savings to partially offset the \$307,000 helicopter change order cost increase in Fund 133. **(\$200,000)**

<sup>1</sup> Expenditure increase is wholly or partially cost neutral, offset by a corresponding revenue source or dedicated fund balance.

## **FY 2022/23 CIP and Other Fund Adjustments**

- **Fund 12110 – General Fund CIP:** An increase in expenditures in the amount of \$500,000 is needed to correct the budget reduction approved in March 2023 for retrofitting existing station fire life safety systems from Fund 12110 to Fund 123.
- **Fund 123 – Fire Stations and Facilities:** A decrease in revenue in the amount of \$820,000 is needed to reclassify developer contribution revenue from Fund 123 to Fund 133. A decrease in expenditures in the amount of \$500,000 is needed to correct the budget reduction approved in March 2023 for retrofitting existing station fire life safety systems from Fund 12110 to Fund 123.
- **Fund 133 – Fire Stations and Facilities:** An increase in revenue in the amount of \$820,000 is needed to reclassify developer contribution revenue from Fund 123 to Fund 133. An increase in expenditures in the amount of \$307,000 is needed for a change order cost increase for the Firehawk Helicopters. This amount is partially offset by a \$200,000 budget reduction in the Air Operations budget in the General Fund. The remaining \$107,000 would come from available fund balance.
- **Fund 190 – Workers’ Compensation:** An increase in revenue in the amount of \$82,855 is needed for insurance settlements received.

- **Interest Earnings:** Interest earning revenues for each of the CIP and Other Funds have been adjusted by a combined amount of \$213,214 allocated as follows:
  - \$62,279 increase in Fund 123 Fire Stations and Facilities
  - \$16,375 increase in Fund 124 Communications and Information Systems
  - \$159,086 increase in Fund 133 Fire Apparatus
  - \$28,098 increase in Fund 139 115 Trust
  - \$12,596 increase in Fund 171 Structural Fire Fund Entitlement Fund
  - \$65,220 decrease in Fund 190 Workers' Compensation



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Budget and Finance Committee Meeting  
June 14, 2023

Agenda Item No. 2D  
Consent Calendar

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**Updated Cost Reimbursement Rates**

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**Contact(s) for Further Information**

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Business Services Department

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**Summary**

This item is submitted to request approval of the proposed update to the Cost Reimbursement rates.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 22, 2023, with the Budget and Finance Committee's recommendation that the Board of Directors approve and adopt the proposed Cost Reimbursement Rate schedules to be effective July 1, 2023.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

The fiscal impact of the new rates will be based on the number of incidents that occur throughout the year and will be incorporated into the mid-year budget update.

**Background**

The California Fire and Rescue Mutual Aid System Operating Plan outlines the methodologies and formulas participating agencies (including OCFA) are required to use when developing cost reimbursement rates. These rates will be used when OCFA resources are ordered by various Federal (Cleveland National Forest Service) and State (Cal Fire) agencies. The California Office of Emergency Services (Cal OES) requires a different method to calculate reimbursement rates for non-suppression personnel only. Both methods are designed to only reimburse OCFA for the marginal cost of providing the resources and are calculated in three separate components, the indirect (overhead) cost rate, personnel rate, and equipment rate.

***Reimbursement Rate Calculation (Other than Cal OES)***

FY 2023/24 proposed Indirect Cost Rate is 14.22%, decreasing 1.76% from the current rate of 15.98%. This change is due to a decrease in indirect and support costs. According to Title 2 Code of Federal Regulations, part 200 issued by the Federal Office of Management and Budget, special projects or unexpected events are allowable costs for developing the indirect cost rate. The average proposed suppression personnel cost reimbursement rates decreased by 1.5% due to the new hires at lower hourly rates. The specialty pays (i.e., crane operator, paramedic, hazmat specialist,

hazardous duty, technical rescue truck, and US&R pay) are blended with a base salary in the average hourly rates for suppression positions. The full list of proposed reimbursement rates by position, including the indirect cost rate, is listed in Attachment 1A.

OCFA adopts the Cal OES California Fire Assistance Agreement (CFAA) and Federal Emergency Management Agency (FEMA) approved equipment rates, except for the helicopter rates, to seek reimbursement for equipment use during the fire incidents. The Bell 412 helicopter rate increased by 6.26% from last year due to an increase in parts and maintenance costs (Attachment 2). Rates for the Firehawk helicopters will be added and submitted to the Board for approval when the new aircraft is placed into service.

### ***Cal OES Reimbursement Rates***

The Cal OES requires separate calculations for regular and overtime reimbursement rates for non-suppression staff. The Cal OES personnel reimbursement rates are listed in Attachment 1B to this staff report.

### ***Civilian Position Rates***

The civilian position reimbursement rates are used for task force members responding to national and regional disasters on search and rescue missions. The reimbursement rate for affiliate members is based on the top-step shift rate for OCFA's Battalion Chief. The reimbursement rates for all other civilian positions are based on a salary survey conducted within California task forces, and the new rates are shown in the Cal OES reimbursement schedule (Attachment 1B).

### ***Mutually Beneficial Hourly Rates (Hand Crew and Dozer Operator)***

These rates, with a methodology originally approved in 2010, are updated annually and used to recover only the base salary costs of the hand crew and dozer operators when projects are deemed by OCFA to be beneficial to both the requesting entity and OCFA.

### ***QRF Reimbursement Rates***

The Quick Reaction Force (QRF) reimbursements rates are based on the QRF Program and vendor agreements previously approved by the Board of Directors on November 17, 2022. Reimbursement rates were also approved at the November 2022 Board meeting. The QRF reimbursement rates include OCFA's cost recovery for helitankers, mobile fire-retardant plant, and hourly rates for Program Manager and Air Tactical Group Supervisors (Attachment 3).

### ***Summary***

Upon approval of the proposed rates included in Attachment 1A, 1B, 2 and 3, OCFA's Finance/Cost Recovery Section will use the approved rates for the following activities or programs:

- Assistance by Hire (ABH) rates for services provided in response to CAL FIRE, Cal OES, Cleveland National Forest Service (CNF) Fire/Incident response, and other agency requests.
- Fire/Incident Restitution
- Special Event Stand-By
- Other Miscellaneous Billing

### ***Attachment(s)***

1. Proposed Cost Reimbursement Rates – Personnel
  - a. Proposed Cost Reimbursement Rates – All Agencies except Cal OES
  - b. Proposed Cost Reimbursement Rates – Cal OES
2. Proposed Cost Reimbursement Rates – Equipment
3. Proposed Cost Reimbursement Rates - QRF

REVISED 6/13/2023

**ORANGE COUNTY FIRE AUTHORITY**  
**COST REIMBURSEMENT RATES FOR ALL BILLING AGENCIES (EXCEPT CAL OES)**  
**PERSONNEL**  
**EFFECTIVE JULY 1, 2023**

CLASSIFICATION	2022/23 ADOPTED RATES	2023/24 PROPOSED RATE with ICRP	\$ CHANGE	% CHANGE
<b>SUPPRESSION PERSONNEL</b>				
FIRE DIVISION CHIEF (DC)	\$192.10	<b>\$189.02</b>	(\$3.08)	-1.61%
FIRE BATTALION CHIEF (BC)	\$142.80	<b>\$139.25</b>	(\$3.54)	-2.48%
FIRE CAPTAIN (FC)	\$94.05	<b>\$96.45</b>	\$2.39	2.55%
FIRE APPARATUS ENGINEER (FAE)	\$80.02	<b>\$81.18</b>	\$1.16	1.45%
FIREFIGHTER (FF)	\$66.55	<b>\$69.56</b>	\$3.00	4.52%
HAND CREW (FIREFIGHTER)	\$38.85	<b>\$39.31</b>	\$0.45	1.17%
HAND CREW SUPERVISOR (FIRE CAPTAIN)	\$86.52	<b>\$89.01</b>	\$2.49	2.88%
HAND CREW SUPERVISOR (FIRE APP. ENGINEER)	\$73.91	<b>\$76.04</b>	\$2.14	2.89%
HAND CREW SUPERVISOR (FIREFIGHTER)	\$65.89	<b>\$67.80</b>	\$1.90	2.89%
HEAVY FIRE EQUIPMENT OPERATOR	\$121.13	<b>\$124.62</b>	\$3.49	2.88%
FIRE PILOT	\$98.41	<b>\$97.91</b>	(\$0.50)	-0.51%
<b>NON-SUPPRESSION PERSONNEL</b>				
ACCOUNTANT	\$81.83	<b>\$81.63</b>	(\$0.20)	-0.25%
ACCOUNTING MANAGER	\$94.97	<b>\$93.81</b>	(\$1.16)	-1.22%
ADMINISTRATIVE ASSISTANT	\$60.79	<b>\$60.02</b>	(\$0.76)	-1.25%
ASST. FIRE MARSHAL	\$115.97	<b>\$111.56</b>	(\$4.41)	-3.81%
ASST. PURCHASING AGENT	\$92.32	<b>\$91.19</b>	(\$1.13)	-1.22%
BUYER	\$72.53	<b>\$72.60</b>	\$0.08	0.10%
COMMUNICATIONS TECHNICIAN	\$70.41	<b>\$69.55</b>	(\$0.86)	-1.22%
COMMUNICATIONS SERVICE SUPERVISOR	\$106.01	<b>\$104.71</b>	(\$1.30)	-1.22%
DEPUTY FIRE MARSHAL	\$94.02	<b>\$91.28</b>	(\$2.74)	-2.91%
EMERGENCY COMM CENTER MANAGER	\$94.97	<b>\$63.34</b>	(\$31.63)	-33.31%
ENVR HEALTH & SAFETY OFFICER	\$76.45	<b>\$78.28</b>	\$1.83	2.39%
EQUIPMENT TECHNICIAN I	N/A	<b>\$60.43</b>	-	-
EQUIPMENT TECHNICIAN II	\$78.11	<b>\$77.39</b>	(\$0.72)	-0.92%
FINANCE DIVISION MANAGER	\$104.26	<b>\$106.94</b>	\$2.68	2.57%
FIRE COMM RELAT/ED SPECIALIST	\$64.32	<b>\$71.86</b>	\$7.54	11.72%
FIRE COMM RELAT/ED SUPERVISOR	\$87.81	<b>\$73.71</b>	(\$14.10)	-16.05%
FIRE COMMUNICATIONS DISPATCHER	\$68.09	<b>\$69.68</b>	\$1.59	2.34%
FIRE COMMUNICATIONS SUPERVISOR	\$82.88	<b>\$80.43</b>	(\$2.46)	-2.96%
FIRE HELICOPTER TECHNICIAN	\$97.27	<b>\$93.10</b>	(\$4.18)	-4.29%
FIRE PREVENTION ANALYST	\$105.69	<b>\$104.05</b>	(\$1.64)	-1.55%
FIRE PREVENTION SERVICES SPECIALIST	\$34.76	<b>\$34.33</b>	(\$0.42)	-1.22%
FIRE PREVENTION SPECIALIST	\$77.02	<b>\$78.36</b>	\$1.33	1.73%
FIRE PREVENTION TRAINEE	\$58.82	<b>\$57.96</b>	(\$0.86)	-1.46%
FIRE SAFETY ENGINEER	\$124.02	<b>\$122.51</b>	(\$1.52)	-1.22%
FLEET SERVICES COORDINATOR	\$82.88	<b>\$81.87</b>	(\$1.01)	-1.22%
FLEET SERVICE DIVISION MANAGER	\$88.59	<b>\$92.31</b>	\$3.73	4.21%
FLEET SERVICES SUPERVISOR	\$101.13	<b>\$95.05</b>	(\$6.08)	-6.01%

## Notes:

- (1) The average rate includes specialty pays applicable to over-time calculations (i.e. Airport Rescue, Crane Operator, Hazardous duty, HazMat, HazMat Paramedic, Hazmat Specialist, Paramedic, Technical Rescue Truck, US&R, and US&R Paramedic pays)
- (2) 7%-EMT specialty pay is included in Hand Crew FF average rate
- (3) Adjustment to management positions to reflect overtime as straight time rather than 1.5 x hourly rate.
- (4) Hourly rate reflects changes in personnel



**ORANGE COUNTY FIRE AUTHORITY**  
**COST REIMBURSEMENT RATES FOR ALL BILLING AGENCIES (EXCEPT CAL OES)**  
**PERSONNEL**  
**EFFECTIVE JULY 1, 2023**

CLASSIFICATION	2022/23 ADOPTED RATES	2023/24 PROPOSED RATE with ICRP	\$ CHANGE	% CHANGE
GENERAL LABORER	\$38.65	\$38.30	(\$0.36)	-0.92%
GIS ANALYST	\$108.09	\$108.80	\$0.71	0.66%
GIS SUPERVISOR	\$134.72	\$133.07	(\$1.65)	-1.22%
GIS TECHNICIAN	\$75.48	\$80.68	\$5.20	6.90%
HEAVY EQUIPMENT TECHNICIAN I	\$69.38	\$70.57	\$1.19	1.72%
HEAVY EQUIPMENT TECHNICIAN II	\$80.60	\$82.87	\$2.27	2.82%
INFORMATION TECHNOLOGY ANALYST	\$109.46	\$108.12	(\$1.34)	-1.22%
INFORMATION TECHNOLOGY MANAGER	\$100.10	\$98.88	(\$1.22)	-1.22%
INFORMATION TECHNOLOGY SPECIALIST	\$93.59	\$93.42	(\$0.17)	-0.18%
INFORMATION TECHNOLOGY SUPERVISOR	\$134.72	\$133.07	(\$1.65)	-1.22%
INFORMATION TECHNOLOGY TECHNICIAN	\$86.42	\$85.15	(\$1.26)	-1.46%
MANAGEMENT ANALYST	N/A	\$70.51	-	-
MEDICAL DIRECTOR	\$108.26	\$106.94	(\$1.32)	-1.22%
PURCHASING DIVISION MANAGER	\$72.28	\$75.32	\$3.04	4.20%
RESERVE FIREFIGHTER	\$2.18	\$2.22	\$0.04	1.74%
RISK MANAGEMENT ANALYST	\$75.84	\$78.28	\$2.44	3.22%
RISK MANAGEMENT SPECIALIST	\$65.84	\$58.01	(\$7.83)	-11.90%
RISK MANAGER	\$93.07	\$96.99	\$3.92	4.21%
SERVICE CENTER LEAD	\$74.40	\$73.49	(\$0.91)	-1.22%
SERVICE CENTER SUPERVISOR	\$101.13	\$100.20	(\$0.93)	-0.92%
SERVICE CENTER TECHNICIAN I	\$50.48	\$46.51	(\$3.98)	-7.88%
SERVICE CENTER TECHNICIAN II	\$66.93	\$58.96	n/a	n/a
SR. ACCOUNTANT	\$79.94	\$65.60	(\$14.33)	-17.93%
SR. ACCT. SUPPORT SPEC.	\$64.44	\$61.52	(\$2.91)	-4.52%
SR. COMMUNICATIONS TECHNICIAN	\$77.13	\$79.28	\$2.15	2.78%
SR. FIRE COMMUNICATIONS SUPV.	\$78.46	\$77.50	(\$0.96)	-1.22%
SR. FIRE HELICOPTER TECHNICIAN	\$114.83	\$113.77	(\$1.05)	-0.92%
SR. FIRE PREVENTION SPECIALIST	\$97.38	\$91.16	(\$6.22)	-6.39%
SR. INFO TECHNOLOGY ANALYST	\$123.24	\$122.66	(\$0.58)	-0.47%
SR. SERVICE CENTER TECHNICIAN	\$69.04	\$74.35	\$5.31	7.69%
US&R WAREHOUSE & LOGISTICS SPECIALIST	\$66.65	\$67.72	\$1.07	1.61%
WILDLAND RESOURCE PLANNER	\$111.42	\$91.03	(\$20.40)	-18.30%

MUTUALLY BENEFICIAL RATES:				
HAND CREW (FIREFIGHTER)	\$19.44	\$19.88 <del>\$19.58</del>	\$0.44 <del>\$0.14</del>	2.26% <del>0.72%</del>
HAND CREW SUPERVISOR (STAFF FIRE CAPTAIN)	\$43.29	\$45.02	\$1.73	4.00%
HAND CREW SUPERVISOR (STAFF FIRE APP. ENG)	\$36.98	\$38.46	\$1.48	4.00%
HAND CREW SUPERVISOR (STAFF FIREFIGHTER)	\$32.97	\$34.29	\$1.32	4.00%
HEAVY FIRE EQUIPMENT OPERATOR	\$60.61	\$63.03	\$2.42	3.99%
SWAMPER/HAND CREW FF	\$19.44	\$19.88 <del>\$19.58</del>	\$0.44 <del>\$0.14</del>	2.26% <del>0.72%</del>

## Notes:

- (1) The average rate includes specialty pays applicable to over-time calculations (i.e. Airport Rescue, Crane Operator, Hazardous duty, HazMat, HazMat Paramedic, Hazmat Specialist, Paramedic, Technical Rescue Truck, US&R, and US&R Paramedic pays)
- (2) 7% EMT specialty pay is included in Hand Crew FF average rate
- (3) In addition to other labor cost adjustments, these positions also reflect overtime as straight time rather than 1.5 x hourly rate.
- (4) Hourly rate reflects changes in personnel

REVISED 6/13/2023

**ORANGE COUNTY FIRE AUTHORITY**  
**COST REIMBURSEMENT RATES FOR CAL OES BILLINGS ONLY**  
**PERSONNEL**  
**EFFECTIVE JULY 1, 2023**

CLASSIFICATION	2022/23					2023/24	\$	%
	ADOPTED RATE					PROPOSED RATE	CHANGE	CHANGE
<b>SUPPRESSION POSITIONS</b>								
FIRE DIVISION CHIEF	\$192.10					\$189.02	(\$3.08)	-1.61%
FIRE BATTALION CHIEF	\$142.80					\$139.25	(\$3.54)	-2.48%
FIRE CAPTAIN	\$94.05					\$96.45	\$2.39	2.55%
FIRE APPARATUS ENGINEER	\$80.02					\$81.18	\$1.16	1.45%
FIREFIGHTER	\$66.55					\$69.56	\$3.00	4.52%
HAND CREW (FIREFIGHTER)	\$38.85					\$39.31	\$0.45	1.17%
HAND CREW SUPERVISOR (FIRE CAPTAIN)	\$86.52					\$89.01	\$2.49	2.88%
HAND CREW SUPERVISOR (FIRE APP. ENGINEER)	\$73.91					\$76.04	\$2.14	2.89%
HAND CREW SUPERVISOR (FIREFIGHTER)	\$65.89					\$67.80	\$1.90	2.89%
HEAVY FIRE EQUIPMENT OPERATOR	\$121.13					\$124.62	\$3.49	2.88%
FIRE PILOT	\$98.41					\$97.91	(\$0.50)	-0.51%
<b>NON-SUPPRESSION POSITIONS</b>								
CLASSIFICATION	2022/23	2023/24	\$	%	2022/23	2023/24	\$	%
	ADOPTED REGULAR RATE	PROPOSED REGULAR RATE	CHANGE	CHANGE	ADOPTED OT RATE	PROPOSED OT RATE	CHANGE	CHANGE
ACCOUNTANT	\$82.01	\$81.28	(\$0.73)	-0.89%	\$81.83	\$81.63	(\$0.20)	-0.25%
ACCOUNTING MANAGER	\$149.34	\$146.33	(\$3.01)	-2.02%	\$94.97	\$93.81	(\$1.16)	-1.22%
ADMINISTRATIVE ASSISTANT	\$63.10	\$62.13	(\$0.96)	-1.53%	\$60.79	\$60.02	(\$0.76)	-1.25%
ASST. FIRE MARSHAL	\$112.72	\$107.80	(\$4.91)	-4.36%	\$115.97	\$111.56	(\$4.41)	-3.81%
ASST. PURCHASING AGENT	\$91.45	\$89.75	(\$1.70)	-1.86%	\$92.32	\$91.19	(\$1.13)	-1.22%
BUYER	\$73.65	\$73.28	(\$0.37)	-0.51%	\$72.53	\$72.60	\$0.08	0.10%
COMMUNICATIONS TECHNICIAN	\$71.75	\$70.58	(\$1.18)	-1.64%	\$70.41	\$69.55	(\$0.86)	-1.22%
COMMUNICATIONS SERVICES SUPERVISOR	\$103.76	\$101.73	(\$2.03)	-1.96%	\$106.01	\$104.71	(\$1.30)	-1.22%
DEPUTY FIRE MARSHAL	\$148.05	\$142.93	(\$5.12)	-3.46%	\$94.02	\$91.28	(\$2.74)	-2.91%
EMERGENCY COMM CENTER MANAGER	\$149.34	\$105.32	(\$44.02)	-29.48%	\$94.97	\$63.34	(\$31.63)	-33.31%
ENVR HEALTH & SAFETY OFFICER	\$124.08	\$125.43	\$1.35	1.09%	\$76.45	\$78.28	\$1.83	2.39%
EQUIPMENT TECHNICIAN I	N/A	\$63.69	-	-	N/A	\$60.43	-	-
EQUIPMENT TECHNICIAN II	\$79.79	\$78.73	(\$1.06)	-1.32%	\$78.11	\$77.39	(\$0.72)	-0.92%
FINANCE DIVISION MANAGER	\$162.02	\$164.01	\$1.99	1.23%	\$104.26	\$106.94	\$2.68	2.57%
FIRE COMM RELAT/ED SPECIALIST	\$66.27	\$72.62	\$6.35	9.58%	\$64.32	\$71.86	\$7.54	11.72%
FIRE COMM RELAT/ED SUPERVISOR	\$87.39	\$74.26	(\$13.13)	-15.03%	\$87.81	\$73.71	(\$14.10)	-16.05%
FIRE COMMUNICATIONS DISPATCHER	\$69.66	\$70.68	\$1.03	1.47%	\$68.09	\$69.68	\$1.59	2.34%
FIRE COMMUNICATIONS SUPERVISOR	\$82.96	\$80.21	(\$2.75)	-3.32%	\$82.88	\$80.43	(\$2.46)	-2.96%
FIRE HELICOPTER TECHNICIAN	\$97.06	\$92.68	(\$4.38)	-4.51%	\$97.27	\$93.10	(\$4.18)	-4.29%
FIRE PREVENTION ANALYST	\$103.48	\$101.15	(\$2.33)	-2.25%	\$105.69	\$104.05	(\$1.64)	-1.55%
FIRE PREVENTION SERVICES SPECIALIST	\$39.68	\$39.37	(\$0.31)	-0.79%	\$34.76	\$34.33	(\$0.42)	-1.22%
FIRE PREVENTION SPECIALIST	\$77.69	\$78.37	\$0.68	0.88%	\$77.02	\$78.36	\$1.33	1.73%
FIRE PREVENTION TRAINEE	\$60.94	\$59.86	(\$1.08)	-1.76%	\$58.82	\$57.96	(\$0.86)	-1.46%
FIRE SAFETY ENGINEER	\$119.96	\$117.50	(\$2.46)	-2.05%	\$124.02	\$122.51	(\$1.52)	-1.22%
FLEET SERVICES COORDINATOR	\$82.96	\$81.49	(\$1.47)	-1.78%	\$82.88	\$81.87	(\$1.01)	-1.22%
FLEET SERVICE DIVISION MANAGER	\$140.65	\$144.33	\$3.68	2.61%	\$88.59	\$92.31	\$3.73	4.21%
FLEET SERVICES SUPERVISOR	\$100.53	\$94.42	(\$6.10)	-6.07%	\$101.13	\$95.05	(\$6.08)	-6.01%

## Notes:

- (1) The average rate includes specialty pays applicable to over-time calculations (i.e. Airport Rescue, Crane Operator, Hazardous duty, HazMat, HazMat Paramedic, Hazmat Specialist, Paramedic, Technical Rescue Truck, US&R, and US&R Paramedic pays)
- (2) 7% EMT specialty pay is included in Hand Crew FF average rate
- (3) In addition to other labor cost adjustments, these positions also reflect overtime as straight time rather than 1.5 x hourly rate.
- (4) Hourly rate reflects changes in personnel
- (5) Civilian rates are based on task force average rates in California.

**ORANGE COUNTY FIRE AUTHORITY**  
**COST REIMBURSEMENT RATES FOR CAL OES BILLINGS ONLY**  
**PERSONNEL**  
**EFFECTIVE JULY 1, 2023**

CLASSIFICATION	2022/23					2023/24	\$	%
	ADOPTED RATE					PROPOSED RATE	CHANGE	CHANGE
GENERAL LABORER	\$44.27	\$44.05	(\$0.23)	-0.51%	\$38.65	<b>\$38.30</b>	(\$0.36)	-0.92%
GIS ANALYST	\$105.63	\$105.36	(\$0.28)	-0.26%	\$108.09	<b>\$108.80</b>	\$0.71	0.66%
GIS SUPERVISOR	\$129.58	\$126.87	(\$2.71)	-2.09%	\$134.72	<b>\$133.07</b>	(\$1.65)	-1.22%
GIS TECHNICIAN	\$75.90	\$79.99	\$4.08	5.38%	\$75.48	<b>\$80.68</b>	\$5.20	6.90%
HEAVY EQUIPMENT TECHNICIAN I	\$71.93	\$72.70	\$0.77	1.07%	\$69.38	<b>\$70.57</b>	\$1.19	1.72%
HEAVY EQUIPMENT TECHNICIAN II	\$82.04	\$83.61	\$1.57	1.91%	\$80.60	<b>\$82.87</b>	\$2.27	2.82%
INFORMATION TECHNOLOGY ANALYST	\$106.85	\$104.75	(\$2.10)	-1.97%	\$109.46	<b>\$108.12</b>	(\$1.34)	-1.22%
INFORMATION TECHNOLOGY MANAGER	\$156.35	\$153.16	(\$3.19)	-2.04%	\$100.10	<b>\$98.88</b>	(\$1.22)	-1.22%
INFORMATION TECHNOLOGY SPECIALIST	\$92.18	\$91.27	(\$0.90)	-0.98%	\$93.59	<b>\$93.42</b>	(\$0.17)	-0.18%
INFORMATION TECHNOLOGY SUPERVISOR	\$129.58	\$126.87	(\$2.71)	-2.09%	\$134.72	<b>\$133.07</b>	(\$1.65)	-1.22%
INFORMATION TECHNOLOGY TECHNICIAN	\$85.73	\$83.95	(\$1.79)	-2.08%	\$86.42	<b>\$85.15</b>	(\$1.26)	-1.46%
MANAGEMENT ANALYST	N/A	\$114.98	-	-	N/A	<b>\$70.51</b>	-	-
MEDICAL DIRECTOR	\$167.50	\$164.01	(\$3.49)	-2.08%	\$108.26	<b>\$106.94</b>	(\$1.32)	-1.22%
PURCHASING DIVISION MANAGER	\$118.39	\$121.45	\$3.06	2.58%	\$72.28	<b>\$75.32</b>	\$3.04	4.20%
RESERVE FIREFIGHTER	\$1.58	\$1.61	\$0.03	1.78%	\$2.18	<b>\$2.22</b>	\$0.04	1.74%
RISK MANAGEMENT ANALYST	\$123.25	\$125.43	\$2.19	1.77%	\$75.84	<b>\$78.28</b>	\$2.44	3.22%
RISK MANAGEMENT SPECIALIST	\$67.64	\$60.34	(\$7.30)	-10.79%	\$65.84	<b>\$58.01</b>	(\$7.83)	-11.90%
RISK MANAGER	\$146.76	\$150.62	\$3.86	2.63%	\$93.07	<b>\$96.99</b>	\$3.92	4.21%
SERVICE CENTER LEAD	\$75.34	\$74.07	(\$1.27)	-1.69%	\$74.40	<b>\$73.49</b>	(\$0.91)	-1.22%
SERVICE CENTER SUPERVISOR	\$100.53	\$98.99	(\$1.53)	-1.52%	\$101.13	<b>\$100.20</b>	(\$0.93)	-0.92%
SERVICE CENTER TECHNICIAN I	\$54.93	\$51.33	(\$3.59)	-6.54%	\$50.48	<b>\$46.51</b>	(\$3.98)	-7.88%
SERVICE CENTER TECHNICIAN II	\$69.73	\$62.38	n/a	n/a	\$66.93	<b>\$58.96</b>	n/a	n/a
SR. ACCOUNTANT	\$128.84	\$108.37	(\$20.46)	-15.88%	\$79.94	<b>\$65.60</b>	(\$14.33)	-17.93%
SR. ACCT. SUPPORT SPEC.	\$66.37	\$63.46	(\$2.91)	-4.39%	\$64.44	<b>\$61.52</b>	(\$2.91)	-4.52%
SR. COMMUNICATIONS TECHNICIAN	\$77.79	\$79.20	\$1.41	1.82%	\$77.13	<b>\$79.28</b>	\$2.15	2.78%
SR. FIRE COMMUNICATIONS SUPV.	\$79.00	\$77.62	(\$1.38)	-1.74%	\$78.46	<b>\$77.50</b>	(\$0.96)	-1.22%
SR. FIRE HELICOPTER TECHNICIAN	\$112.86	\$111.04	(\$1.82)	-1.61%	\$114.83	<b>\$113.77</b>	(\$1.05)	-0.92%
SR. FIRE PREVENTION SPECIALIST	\$95.99	\$89.72	(\$6.27)	-6.53%	\$97.38	<b>\$91.16</b>	(\$6.22)	-6.39%
SR. INFO TECHNOLOGY ANALYST	\$119.26	\$117.63	(\$1.62)	-1.36%	\$123.24	<b>\$122.66</b>	(\$0.58)	-0.47%
SR. SERVICE CENTER TECHNICIAN	\$71.64	\$76.05	\$4.41	6.16%	\$69.04	<b>\$74.35</b>	\$5.31	7.69%
US&R WAREHOUSE & LOGISTICS SPECIALIST	\$69.49	\$70.17	\$0.68	0.98%	\$66.65	<b>\$67.72</b>	\$1.07	1.61%
WILDLAND RESOURCE PLANNER	\$108.63	\$89.60	(\$19.02)	-17.51%	\$111.42	<b>\$91.03</b>	(\$20.40)	-18.30%
<b>CIVILIAN POSITIONS</b>								
AFFILIATED MEMBER	\$60.52					<b>\$60.52</b>	\$0.00	0.00%
CANINE SPECIALIST	\$37.50					<b>\$43.33</b>	\$5.83	15.55%
DOCTOR	\$90.38					<b>\$99.24</b>	\$8.86	9.80%
HEAVY RIGGING SPECIALIST	\$40.00					<b>\$50.00</b>	\$10.00	25.00%
STRUCTURE SPECIALIST	\$70.95					<b>\$77.15</b>	\$6.20	8.74%

## Notes:

- (1) The average rate includes specialty pays applicable to over-time calculations (i.e. Airport Rescue, Crane Operator, Hazardous duty, HazMat, HazMat Paramedic, Hazmat Specialist, Paramedic, Technical Rescue Truck, US&R, and US&R Paramedic pays)
- (2) 7%-EMT specialty pay is included in Hand Crew FF average rate
- (3) In addition to other labor cost adjustments, these positions also reflect overtime as straight time rather than 1.5 x hourly rate.
- (4) Hourly rate reflects changes in personnel
- (5) Civilian rates are based on task force average rates in California.

**ORANGE COUNTY FIRE AUTHORITY  
COST REIMBURSEMENT RATES  
EQUIPMENT  
EFFECTIVE July 1, 2023**

DESCRIPTION	2023/24 RATE	2022/23 RATE	\$ CHANGE	% CHANGE	SOURCE	Hourly / Daily
TYPE 1 ENGINE	\$141.96	\$140.00	\$1.96	1.40%	Cal OES	Hourly
TYPE 2 ENGINE	\$133.85	\$132.00	\$1.85	1.40%	Cal OES	Hourly
TYPE 3 ENGINE	\$128.27	\$126.50	\$1.77	1.40%	Cal OES	Hourly
TRUCK/QUINT	\$122.69	\$121.00	\$1.69	1.40%	FEMA	Hourly
AIR/LIGHT UTILITY	\$56.16	\$60.54	(\$4.38)	-7.23%	FEMA	Hourly
AIRPORT CRASH UNIT	\$82.24	\$81.10	\$1.14	1.41%	FEMA	Hourly
CHIPPER	\$32.26	\$24.89	\$7.37	29.61%	FEMA	Hourly
CREW CARRYING VEHICLE	\$21.90	\$21.60	\$0.30	1.39%	FEMA	Hourly
DOZER	\$152.20	\$153.35	(\$1.15)	-0.75%	FEMA	Hourly
DOZER MODULE (DOZER+TRANSPORT)	\$228.19	\$224.82	\$3.37	1.50%	FEMA	Hourly
DOZER TENDER	\$19.87	\$22.64	(\$2.77)	-12.23%	FEMA	Hourly
DOZER TRAILER	\$18.74	\$18.49	\$0.25	1.35%	FEMA	Hourly
DOZER TRANSPORT	\$75.99	\$71.47	\$4.52	6.32%	FEMA	Hourly
DUMP TRUCK	\$65.75	\$72.05	(\$6.30)	-8.74%	FEMA	Hourly
EXCAVATOR	\$20.46	\$18.97	N/A	N/A	FEMA	Hourly
FIRE COMMAND UNIT	\$86.10	\$86.10	\$0.00	0.00%	FEMA	Hourly
FUEL TENDER	\$32.01	\$32.01	\$0.00	0.00%	FEMA	Hourly
GRADER	\$65.12	\$63.63	\$1.49	2.34%	FEMA	Hourly
HAZMAT UNIT	\$82.24	\$81.10	\$1.14	1.41%	FEMA	Hourly
HAZMAT SUPPORT	\$31.43	\$31.43	\$0.00	0.00%	FEMA	Hourly
LOADER/SKID-STEER	\$36.76	\$38.72	(\$1.96)	-5.06%	FEMA	Hourly
MEDIC UNIT	\$201.00	\$224.00	(\$23.00)	-10.27%	Cal OES	Daily
MULE	\$14.05	\$13.86	\$0.19	1.37%	FEMA	Hourly
PATROL/SQUAD UNIT	\$120.00	\$120.00	\$0.00	0.00%	Cal OES	Hourly
PICKUP (less than 3/4 ton)	\$127.00	\$135.00	(\$8.00)	-5.93%	Cal OES	Daily
PROWLER	\$15.00	\$14.79	\$0.21	1.42%	FEMA	Hourly
REFRIGERATED TRAILER (29-40 ft)	\$553.00	\$515.00	\$38.00	7.38%	CAL FIRE	Daily
SEDAN	\$120.00	\$119.00	\$1.00	0.84%	Cal OES	Daily
SPORT UTILITY VEHICLE	\$197.00	\$194.00	\$3.00	1.55%	Cal OES	Daily
VAN	\$194.00	\$191.00	\$3.00	1.57%	Cal OES	Daily
WATER TENDER	\$104.11	\$102.67	\$1.44	1.40%	Cal OES	Hourly
OTHER (3/4 ton and above)	\$201.00	\$224.00	(\$23.00)	-10.27%	Cal OES	Daily
HELICOPTER - BELL 412	\$5,651.71	\$5,318.56	\$333.15	6.26%	OCFA	Hourly

(1), (2)

## Notes:

- (1) Helicopter rates are based on 20 years useful life without the pilot and crew chief (Captain). The new rate reflects average usage for the past four years.  
(2) Rates for the Firehawk helicopters will be added and submitted to the Board for approval when the new aircraft is placed into service.

**ORANGE COUNTY FIRE AUTHORITY**  
**QRF COST REIMBURSEMENT RATES**  
**EFFECTIVE July 1, 2023**

DESCRIPTION	2023/24 RATE	2022/23 RATE	\$ CHANGE	% CHANGE	SOURCE	HOURLY/ DAILY
HELITANKER CH-47 (FLIGHT HOURS)	\$10,462.36	\$10,462.36	\$0.00	0%	OCFA CONTRACTOR	Hourly
HELITANKER CH-47 (STANDBY)	\$1,016.10	\$1,016.10	\$0.00	\$0.00	OCFA CONTRACTOR	Hourly
HELICOPTER SIKORSKY S-76 (FLIGHT HOURS)	\$3,969.00	\$3,969.00	\$0.00	\$0.00	OCFA CONTRACTOR	Hourly
HELICOPTER SIKORSKY S-76 (STANDBY)	\$323.31	\$323.31	\$0.00	\$0.00	OCFA CONTRACTOR	Hourly
HELITANKER S-61 (FLIGHT HOURS)	\$6,082.68	\$6,082.68	\$0.00	\$0.00	OCFA CONTRACTOR	Hourly
HELITANKER S-61 (STANDBY)	\$1,016.10	\$1,016.10	\$0.00	\$0.00	OCFA CONTRACTOR	Hourly
MOBILE RETARDANT PLANT - OT (1)	\$2,000.00	\$2,000.00	\$0.00	\$0.00	OCFA CONTRACTOR	12-Hour Shift (operational period(s) (0800-2000; 2000-0800)
MOBILE RETARDANT PLANT-OT (STANDBY) (1)	\$583.33	\$583.33	\$0.00	\$0.00	OCFA CONTRACTOR	12-Hour Shift (operational period(s) 0800-2000;2000-0800)
WATER TENDER (Perimeter Solutions) (2)	\$2,000.00	\$2,000.00	\$0.00	\$0.00	OCFA CONTRACTOR	12-Hour Shift (operational period(s) 0800-2000;2000-0800)
WATER TENDER (Perimeter Solutions - STANDBY) (2)	\$166.67	\$166.67	\$0.00	\$0.00	OCFA CONTRACTOR	12-Hour Shift (operational period(s) 0800-2000;2000-0800)
MOBILE FIRE RETARDANT - PRODUCT (3)	Actual Cost	Actual Cost	\$0.00	\$0.00	OCFA CONTRACTOR	Per Mixed Gallon
FREIGHT (Perimeter Solutions) (4)	Actual Cost	Actual Cost	\$0.00	\$0.00	OCFA CONTRACTOR	Location and return to point of origin
LARGE VEHICLE MILEAGE (Fuel Truck, Bus, Service Trailer)	\$4.43	\$4.43	\$0.00	\$0.00	OCFA CONTRACTOR	Per Mile
AIR TACTICAL GROUP SUPERVISORS (ATGS)	\$166.00	\$166.00	\$0.00	\$0.00	OCFA CONTRACTOR	Hourly
PROGRAM MANAGER	\$166.00	\$166.00	\$0.00	\$0.00	OCFA CONTRACTOR	Hourly

## Notes:

- (1) \$2,000 per hour (overtime) after initial 12-hr shift (12-hr daily shift paid by Edison), up to maximum of \$9,000/day if extended or if 24-hr operations in a location begins. Contract cycle of 7/1-12/31/2023 will be charged at the daily operating rate plus overtime or full day rates as utilized.
- (2) Requesting Agency must provide a water tender for Mobile Retardant Plant deployment. Requesting Agency can use an agency water tender or request through vendor.
- (3) Based on 2023/2024 U.S.F.S. FOB Origin Price List of mixed per gallon.
- (4) Based on location, estimated at \$16,000 per incident (\$8,000 per delivery, \$8,000 return of unmixed/unsold product to point of origin).



Orange County Fire Authority  
**AGENDA STAFF REPORT**

**Budget and Finance Committee Meeting**  
**June 14, 2023**

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

**Updated Community Risk Reduction and Miscellaneous Fee Schedules**

**Contact(s) for Further Information**

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Community Risk Reduction Department

Robert C. Cortez, Assistant Chief [robertcortez@ocfa.org](mailto:robertcortez@ocfa.org) 714.573.6012  
Business Services Department

Gina Cheung, Accounting Manager [ginacheung@ocfa.org](mailto:ginacheung@ocfa.org) 714.573.6303

**Summary**

This agenda item is submitted for approval of the updated Community Risk Reduction and Miscellaneous Fee Schedules.

**Prior Board/Committee Action**

On April 28, 2022, the Board of Directors reviewed and approved Resolution No. 2022-03 approving changes in Community Risk Reduction (Formerly Fire Prevention) and Miscellaneous Fees by a 20-0 vote (Directors Chun, Hasselbrink, Hatch, Rains, and Sachs absent).

**RECOMMENDED ACTION(S)**

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 22, 2023, with the Budget and Finance Committee's recommendation that the Board of Directors take the following actions:

1. Conduct a Public Hearing.
2. Find that, in accordance with California Government Code Section 66014, the proposed fees do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are, therefore, exempt from compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21080.
3. Approve and adopt Resolution entitled A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING RESOLUTION 2022-03.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

The proposed fee schedule (including the exemptions policy) is estimated to result in an approximate \$287,000 increase in cost recovery from the FY 2023/24 proposed budget of \$7.67 million, depending upon volume of activity.

**Background**

The OCFA's Community Risk Reduction fees were first adopted by the County of Orange effective July 1, 1991, and were subsequently updated in 1997, 2002, 2007, 2012, 2014, 2015,

2017, and 2022 by the OCFA. Per the OCFA Board fee resolution adopted on April 28, 2022, the Community Risk Reduction Fees and Charges Schedules shall be adjusted July 1 of each succeeding year commencing in 2023, unless a comprehensive fee study is conducted prior to implementation of such an adjustment. The fee adjustments will be the same as the percentage adjustments in the Authority salary and employee benefits provided for in the Memoranda of Understanding for the General and Supervisory Units until such time as a new comprehensive fee study is conducted. The adjustments will not exceed the cost of providing these services. The proposed fee adjustment, based on the salary and employee benefit changes from FY 2022-23 to FY 2023-24, is 3.67%, and the updated Community Risk Reduction Fee schedule is provided as Attachment 2. Staff has updated the Community Risk Reduction Fees Resolution for the Exemptions and Exceptions Policy as Attachment 1.

At its April 2022 Board of Directors Meeting, the Board directed staff to conduct an internal review on a sample of plan review codes to audit the accuracy of data entry in time logging as well as plan review activity task completion and accuracy. Staff completed its review and concluded the data, fees, and workflows to be valid (Attachment 4).

### ***Miscellaneous Fees***

The proposed changes to the Miscellaneous Fees Schedule (Attachment 3) will bring the fees into compliance with the Public Records Act and consistent with the Government Code. These fees are charged when staff responds to a Public Records Request that require specialized information or reports and/or copies of existing documents.

### **Attachment(s)**

1. Proposed Resolution
  - a. Proposed Exemptions and Exceptions Policy
2. Proposed Fee Schedule
3. Proposed Miscellaneous Fee Schedule
4. 2022 Fee Schedule Informal Audit

**RESOLUTION NO. 2023-XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE ORANGE COUNTY FIRE AUTHORITY AMENDING  
RESOLUTION 2022-03**

*WHEREAS*, the Joint Powers Agreement establishing the Orange County Fire Authority authorizes the Authority to levy and collect fees for services; and

*WHEREAS*, the Orange County Fire Authority adopted Resolution 2022-03 on April 28, 2022, setting forth fees for Community Risk Reduction (formerly Fire Prevention); and

*WHEREAS*, the Schedule of Fees is now being recommended for additional update, effective July 1, 2023, to reflect the 3.67% increase in salary and employee benefits that are required during FY 2023/24 per existing Memorandums of Understanding; and

*WHEREAS*, the Board of Directors finds that in accordance with California Government Code Section 66014, the proposed Community Risk Reduction fees and miscellaneous fees set forth in Attachment 2 and 3 do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are, therefore, exempt from compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21080; and

*NOW THEREFORE, BE IT RESOLVED* that the Board of Directors of the Orange County Fire Authority does hereby adopt the Exemption Policy and approve the fees set forth in Attachment 1A, 2 and 3 attached hereto, effective on July 1, 2023.

*SECTION 1.* That this Resolution amends Resolutions 2022-03 to the extent that such prior Resolution established or approved changes in the fees specifically addressed in this Resolution and the attachments hereto.

*SECTION 2.* That said Community Risk Reduction Fees and Charges Schedules shall be adjusted July 1, 2023 and each succeeding year unless a comprehensive fee study is conducted prior to implementation of such an adjustment. The fee adjustments will be the same as the percentage adjustments in the Authority salary and employee benefits provided for in the Memoranda of Understanding for the General and Supervisory Units until such time as a new comprehensive fee study is conducted. The adjustments will not exceed the cost of providing these services.

*PASSED, APPROVED, AND ADOPTED* this 22nd day of June 2023.

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Vince Rossini, Chair  
Board of Directors



ATTEST:

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Maria D. Huizar  
Clerk of the Authority

APPROVED AS TO FORM:

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David E. Kendig  
General Counsel

**Orange County Fire Authority**  
**ORANGE COUNTY FIRE AUTHORITY**  
**EXEMPTIONS AND EXCEPTIONS POLICY**  
**COMMUNITY RISK REDUCTION**  
Effective July 1, 2023

The following activities and/or entities shall be exempt from fees charged for Community Risk Reduction services on the attached fee schedules:

1. Facilities owned and operated by OCFA Partner Agencies (including the County of Orange) and funded from the Partner Authority's general fund. Enterprise funded departments of Partner Agencies (such as Orange County Integrated Waste Management) are not exempt.
2. Day-care facilities owned and operated by public schools and unified school districts.
3. Official Services to include all plan checking, fire permits and inspection activities at public schools, unified school districts, community colleges and universities whose policy-making body is subject to the Brown Act. Special events funded by an entity other than the policy-making body, false alarms, and additional services not described herein are subject to fees.
4. Automotive Compressed Natural Gas refueling stations installed within a residential structure. (added in 2008)
5. Fire false alarm response at single-family homes.
6. Projects and activities related to the Orange County Fire Authority Nonprofit Foundation.
7. Businesses storing propane in quantities less than or equal to 125 gallons.

The Fire Marshal, or designee, may exempt any Community Risk Reduction fee when, in the opinion of the Fire Marshal (or designee), the fee is determined to be a minimal risk to the community or environment and a single issuance permit or penalty. The request must be submitted and approved in writing.

**ORANGE COUNTY FIRE AUTHORITY**

**PROPOSED FEE SCHEDULE  
PLANNING AND DEVELOPMENT SERVICES**

Effective Date July 1, 2023

<b>Fee Code</b>	<b>Service Name</b>	<b>2022-23 Adopted Fee</b>	<b>2023-24 Proposed Fee (a) (b)</b>
PR100	California Environmental Quality Act (CEQA), Environmental Impact Report (EIR), Notice of Preparation (NOP), and Advance Planning	\$426	\$442
PR104	Small Project CUP - Single Family Residence, Commercial Remodel, New Commercial Building without on-site access	\$404	\$418
PR105	Development Plan/Site Review	\$538	\$558
PR110	Map review (A map) -- tentative tract map/screen check	\$538	\$558
PR115	Final map review (B Map) and/or clearance letter for print of linen	\$269	\$279
PR120	Conceptual fuel modification - Multi-Dwelling or Commercial Area (Plan Review ONLY)	\$1,081	\$1,121
PR121	Conceptual fuel modification - Single Family Dwelling (Plan Review ONLY)	\$702	\$728
PR124	Precise fuel modification (includes vegetation clearance inspection for lumber drop, final, and HOA turnover inspections)	\$1,289	\$1,337
PR124i	Precise fuel modification – INSP ONLY	\$368	\$382
PR125	Precise fuel modification – Single Family Dwelling	\$755	\$782
PR125i	Precise fuel modification – Single Family Dwelling INSP ONLY	\$333	\$346
PR127i	Fuel Modification Maintenance Inspection -Customer requested or complaint initiated for Tract Development	\$737	\$764
PR145	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates across emergency access drives	\$749	\$776
PR145i	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates - INSP ONLY	\$263	\$273
PR146	Fire protection plan – an alternative to CBC Chapter 7A construction requirements for development in a fire hazard severity zone (Plan Review ONLY)	\$507	\$526
PR147	Fire protection plan – "Add-on" 7A to large "Parent" Fire Protection Plan (Plan Review ONLY)	\$211	\$218
PR150	Fire master plan – public school	Exempt	Exempt
PR155	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete.	\$614	\$637
PR155i	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete. INSP	\$193	\$200
PR160	Residential site review for single family dwelling consisting of one or two units (Plan Review ONLY)	\$359	\$372
PR160i	Residential site review for single family dwelling – INSP ONLY	\$158	\$164
PR172	Methane testing, findings, & recommendations (Currently included with the Methane work plan)	\$625	\$648
PR174	Methane mitigation plan	\$538	\$558
PR180	Vehicle or pedestrian gates across emergency access roads	\$547	\$567
PR180i	Vehicle or pedestrian gates across emergency access roads- INSP ONLY	\$123	\$127
PR182	Unenclosed accessory structure/outdoor fire place/fire pit in special fire areas. Inspection not required	\$91	\$95
PR184	Speed hump review and drive test	\$995	\$1,032
PR186	Operations pre-planning automation. Fee waived if criteria on handout are satisfied	\$632	\$655
PR192	Addressing Layout Developments - Commercial/Residential	Hourly Rate	Hourly Rate
PR200	All A Occupancy > 10,000 square feet aggregate	\$1,872	\$1,941
PR200i	All A Occupancy > 10,000 square feet aggregate INSP ONLY	\$368	\$382
PR204	All A Occupancy ≤ 10,000 square feet aggregate area)	\$1,356	\$1,406
PR204i	All A Occupancy ≤ 10,000 square feet aggregate area) INSP ONLY	\$368	\$382
PR208	All A ≤ 1500 square feet	\$959	\$995
PR208i	All A ≤ 1500 sq. ft. INSP ONLY	\$263	\$273
PR212	Educational other than day care (Plan Review ONLY)	\$807	\$837
PR212i	Educational other than day care - INSP ONLY	\$211	\$218
PR216	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) aggregate (Plan Review ONLY)	\$538	\$558
PR216i	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) INSP ONLY	\$263	\$273
PR220	E Day Care or I-4 (see PR212 for any combination of E occupancies sharing common egress) (Plan Review Only)	\$1,076	\$1,116
PR220i	E Day Care or I-4 - INSP ONLY	\$316	\$327
PR224	B,F,M,S occupancies when required by Building Official (Plan Review ONLY)	\$650	\$674

(a) Based on 3.67% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2023-24 Hourly Rate = \$238 per hour

**ORANGE COUNTY FIRE AUTHORITY**

PROPOSED FEE SCHEDULE  
PLANNING AND DEVELOPMENT SERVICES  
Effective Date July 1, 2023

Fee Code	Service Name	2022-23 Adopted Fee	2023-24 Proposed Fee (a) (b)
PR224i	B,F,M,S occupancies - INSP ONLY	\$316	\$327
PR232	H1, H2, H3, H4 or L Occupancy - Chemical classification fee (PR320-PR328) also required	\$1,498	\$1,552
PR232i	H1, H2, H3, H4, or L Occupancy Chemical classification fee (PR320-PR328) INSP ONLY	\$421	\$437
PR236	S1 - Motor Vehicle Repair Garages (Chem class fee included for above ground hazardous materials)	\$1,041	\$1,079
PR236i	S1 - Motor Vehicle Repair Garages INSP ONLY	\$368	\$382
PR240	S1 -Aircraft Repair Hanger (Chem class fee, (PR320-PR328) also required)	Hourly Rate	Hourly Rate
PR240i	S1 -Aircraft Repair Hanger INSP ONLY	Hourly Rate	Hourly Rate
PR244	H5 Occupancy (Chem class fee (PR320-PR328), also required) (Plan Review ONLY)	Hourly Rate	Hourly Rate
PR244i	H5 Occupancy INSP ONLY	Hourly Rate	Hourly Rate
PR248	Structures with non-ambulatory or incapacitated occupants (I-1, I-2, I-2.1, R-2.1 occupancies)	Hourly Rate	Hourly Rate
PR248i	Structures with non-ambulatory or incapacitated occupants. (I-1, I-2, I-2.1, R-2.1 occupancies) INSP ONLY	Hourly Rate	Hourly Rate
PR256	I3: Structures with restrained occupants, 3 cells or less	\$637	\$660
PR256i	I3: Structures with restrained occupants, 3 cells or less - INSP ONLY	\$211	\$218
PR260	I3: Structures with restrained occupants, more than 3 cells	\$1,065	\$1,104
PR260i	I3: Structures with restrained occupants, more than 3 cells INSP ONLY	\$526	\$546
PR264	R1 or R2 Hotels, motels, apartments, condominiums with ≤ 50 dwelling units per building	\$538	\$558
PR268	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building.	\$1,392	\$1,443
PR268i	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building INSP ONLY	\$316	\$327
PR272	R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building.	Hourly Rate	Hourly Rate
PR272i	R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building INSP ONLY	\$526	\$546
PR276	R4 licensed residential care/ assisted living facilities and similar uses serving 7-16 clients. Facilities serving 6 or less clients, submit only to PFS.	Hourly Rate	Hourly Rate
PR276i	R4 licensed residential care/ assisted living facilities and similar uses serving 7-16 clients. INSP ONLY	\$421	\$437
PR285	Hi-Rise: Structures that are 75' or higher measured from lowest point of fire department access	\$2,705	\$2,805
PR285i	High-rise: Structures that are 75' or higher in height - INSP ONLY	\$263	\$273
PR300	Above-ground storage tank, including equipment (see PR625 for temporary above-ground storage tanks)	\$825	\$855
PR300i	Above-ground storage tank, including equipment -INSP ONLY	\$211	\$218
PR305	Dispensing from underground storage tank: New installation (Single fee for all tanks at a single location) (Aboveground safety/components only)	\$854	\$885
PR305i	Dispensing from underground storage tank: New Installation, INSP ONLY (Aboveground safety/components only)	\$211	\$218
PR310	Dispensing from Underground storage tank: Repair, alteration, abandonment (Aboveground safety/components only)	\$525	\$544
PR315	Hazardous Material Process/Storage for Non - H Occupancies. Use with PR320-PR328. Also for outdoor LPG exchange stations; separate chemical classification review not required.	\$841	\$872
PR315i	Hazardous Material Process/Storage for Non - H Occupancies – INSP ONLY	\$211	\$218
PR318	Chemical Classification 1-5 Chemicals	\$487	\$505
PR320	Chemical Classification Review. 6-15 chemicals	\$810	\$839
PR322	Chemical Classification Review 16-50 chemicals	\$899	\$932
PR324	Chemical Classification Review. 51-100 chemicals	\$1,168	\$1,211
PR326	Chemical Classification Review. > 100 chemicals	\$1,693	\$1,756
PR328	Chemical Classification Review. Unusual chemicals/quantities	Hourly Rate	Hourly Rate
PR330	High-piled storage: code/commodity compliance	\$1,369	\$1,419
PR330i	High-piled storage - INSP ONLY	\$526	\$546
PR335	Commercial cooking hood and duct system (per system)	\$607	\$630
PR335i	Commercial cooking hood and duct system (per system) - INSP ONLY	\$211	\$218

(a) Based on 3.67% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2023-24 Hourly Rate = \$238 per hour

**ORANGE COUNTY FIRE AUTHORITY**

**PROPOSED FEE SCHEDULE  
PLANNING AND DEVELOPMENT SERVICES**

Effective Date July 1, 2023

Fee Code	Service Name	2022-23 Adopted Fee	2023-24 Proposed Fee (a) (b)
PR340	Refrigeration unit and system: having a refrigerant circuit containing more than 220 pounds of Group A1 or 30 pounds of any other refrigerant	\$995	\$1,032
PR340i	Refrigeration unit and system – INSP ONLY	\$602	\$624
PR345	Spray booth, spraying area: mechanically ventilated appliance provided to enclose or accommodate a spraying operation (Spraying room see H2)	\$854	\$885
PR345i	Spray booth, spraying area - INSP ONLY	\$316	\$327
PR350	Gas systems: medical gas, industrial gas (including piping and manifolds)	\$959	\$995
PR350i	Gas systems: medical gas, industrial gas – INSP ONLY	\$316	\$327
PR355	Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals)	Hourly Rate	Hourly Rate
PR355i	Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals INSP ONLY	Hourly Rate	Hourly Rate
PR360	Special equipment: industrial ovens, vapor recovery, dust collection	\$1,033	\$1,071
PR360i	Special equipment: industrial ovens, vapor recovery, dust collection - INSP ONLY	\$211	\$218
PR362	Photovoltaic System - Residential Alternative Compliance (Plan Review ONLY)	\$202	\$209
PR362i	Photovoltaic System - Residential Alternative Compliance INSP ONLY	\$158	\$164
PR363	Photovoltaic System - Commercial (Requested by Building Official) (Plan Review ONLY)	\$269	\$279
PR363i	Photovoltaic System - Commercial (Requested by Building Official) - INSP ONLY	\$211	\$218
PR365	Special extinguishing system: dry chemical, CO2, FM 200, foam liquid systems, inert gas (Halon, Inergen, etc.)	\$854	\$885
PR365i	Special extinguishing system – INSP ONLY	\$211	\$218
PR375	Battery Systems, stationary storage and cell sites (chemical quantities require application of CFC Art 64 or 2007 IFC Section 608)	\$870	\$902
PR375i	Battery systems INSP ONLY	\$211	\$218
PR380	Smoke control systems; review of rational analysis	\$1,541	\$1,598
PR382	Smoke control systems: design/testing – inc. 1 submittal meeting w/customer	\$3,348	\$3,471
PR382i	Smoke control systems: design/testing INSP ONLY	\$316	\$327
PR390	Emergency Responder Radio System (FOR INTERNAL TRACKING PURPOSE)	\$0	\$0
PR400	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot)	\$667	\$691
PR400i	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot) - INSP ONLY	\$263	\$273
PR401	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot)	\$630	\$653
PR401i	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot) - INSP ONLY	\$316	\$327
PR402	TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations	\$473	\$490
PR402i	TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	\$211	\$218
PR405	NFPA 13D fire sprinkler system: One or two family dwelling - within new tract developments	\$445	\$461
PR405i	NFPA 13D fire sprinkler system: One or two family dwelling - INSP ONLY	\$211	\$218
PR406	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) (FOR INTERNAL TRACKING PURPOSE)	\$0	\$0
PR406i	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) – INSP ONLY (FOR INTERNAL TRACKING PURPOSE)	\$0	\$0
PR410	NFPA 13R fire sprinkler system: Multi-family dwellings 3 to 16 units per building	\$719	\$746
PR410i	NFPA 13R fire sprinkler system 3 to 16 units INSP ONLY	\$211	\$218
PR415	NFPA 13R fire sprinkler system >16 units	\$854	\$885
PR415i	NFPA 13R fire sprinkler system >16 units INSP ONLY	\$316	\$327
PR420	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser	\$870	\$902
PR420i	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser – INSP ONLY	\$316	\$327
PR425	New NFPA 13 fire sprinkler system:>100 fire sprinkler heads w/1 riser	\$959	\$995
PR425i	New NFPA 13 fire sprinkler system: each additional riser OR per floor in buildings >3 stories. - INSP ONLY	\$421	\$437
PR430	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations	\$443	\$459
PR430i	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	\$211	\$218
PR435	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations	\$625	\$648
PR435i	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations - INSP ONLY	\$211	\$218
PR440	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review	\$905	\$938

(a) Based on 3.67% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2023-24 Hourly Rate = \$238 per hour

**ORANGE COUNTY FIRE AUTHORITY**

**PROPOSED FEE SCHEDULE**

**PLANNING AND DEVELOPMENT SERVICES**

Effective Date July 1, 2023

Fee Code	Service Name	2022-23 Adopted Fee	2023-24 Proposed Fee (a) (b)
PR440i	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review - INSP ONLY	\$316	\$327
PR445	Pre-action fire sprinkler system: Includes the fire alarm system when submitted together	\$585	\$606
PR445i	Pre-action fire sprinkler system: INSP ONLY	\$316	\$327
PR450	New or TI to NFPA 13 in-rack fire sprinkler systems	\$1,123	\$1,164
PR450i	New or TI to NFPA 13 in-rack sprinkler fire sprinkler systems - INSP ONLY	\$316	\$327
PR460	NFPA 14 Class I, II or III standpipes	\$870	\$902
PR460i	NFPA 14 standpipes INSP ONLY	\$211	\$218
PR465	Fire pump installation	\$1,224	\$1,268
PR465i	Fire pump installation - INSP ONLY	\$439	\$455
PR470	Underground fire protection system: single hydrant OR single riser connection	\$660	\$684
PR470i	Underground fire protection system: single hydrant or riser. INSP ONLY	\$211	\$218
PR475	Underground fire protection for each additional connection for hydrants or risers - use with PR470	\$190	\$197
PR475i	Underground fire protection system: use with PR475 - INSP ONLY	\$211	\$218
PR480	Underground repair	\$495	\$513
PR480i	Underground repair – INSP ONLY	\$158	\$164
PR500	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification devices	\$412	\$428
PR500i	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification devices – INSP ONLY	\$211	\$218
PR510	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices	\$632	\$655
PR510i	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices, INSP ONLY	\$228	\$236
PR520	Fire alarm system: 16-30 initiating and/or 41-80 notification devices	\$1,087	\$1,127
PR520i	Fire alarm system: 16-30 initiating and/or 41-80 notification devices, INSP ONLY	\$211	\$218
PR530	Fire alarm system. >30 initiating devices and/or >80 notification devices	\$1,491	\$1,545
PR530i	Fire alarm system. >30 initiating devices and/or >80 notification devices, INSP ONLY	\$263	\$273
PR610	Field review/inspection – Underground repair	\$414	\$429
PR615	Field Plan Review / Inspection Private CNG refueling appliance within a single family residence. (no permit required)	Exempt	Exempt
PR625	Field Review/ Inspection -Temporary above-ground storage tanks, including equipment	\$273	\$284
PR630	Field review/inspection TI to NFPA 13, 13R sprinkler systems: ≤ 25 heads without calculations	\$326	\$338
PR635	Field review/inspection TI to NFPA 13, 13R sprinkler systems: 26-99 heads without calculations	\$431	\$447
PR900	Coordination/Pre-submittal Meetings: (Initial 2 hours)	\$576	\$597
PR905	Written response to inquiry	\$462	\$479
PR910	Alternate Method and Material Request - 2 hrs minimum	Hourly Rate	Hourly Rate
PR920	Plan resubmittal: fee charged on 3rd and each subsequent submittal - 1 hr minimum	Hourly Rate	Hourly Rate
PR922	Plan revision	Hourly Rate	Hourly Rate
PR924	Re-stamp of plans with wet stamp when submitted with approved plans	Hourly Rate	Hourly Rate
PR926	Accelerated plan review (fee is in addition to base fee assessed for plan review) - 1 hr minimum	50% of Hourly Rate	50% of Hourly Rate
PR928	Plan Review time and materials fee: Charged for miscellaneous applications such as unusual time intensive projects, research, travel time, etc. - 1 hr minimum	Hourly Rate	Hourly Rate
PR938i	13D Reinspection 1-10	\$153	\$159
PR939i	13D Reinspection 11+	\$205	\$213
PR940i	Inspection time and materials fee: Charged for miscellaneous applications such as Time Intensive projects, research, travel time, etc. - 1 hr minimum	Hourly Rate	Hourly Rate
PR942i	Re-inspection fee: Charged when project is not completed or cannot be approved during regular inspection	Hourly Rate	Hourly Rate
PR943	Penalty for Failure to Cancel Scheduled Inspection	50% of inspection fee	50% of inspection fee
PR944i	Accelerated Inspection Request (fee is in addition to base fee assessed for inspection) - 1 hr minimum	50% of Hourly Rate	50% of Hourly Rate

(a) Based on 3.67% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2023-24 Hourly Rate = \$238 per hour

**ORANGE COUNTY FIRE AUTHORITY**

**PROPOSED FEE SCHEDULE**

**PREVENTION FIELD SERVICES**

Effective Date - July 1, 2023

<b>Fee Code</b>	<b>Service Name</b>	<b>2022-23 Adopted Fee</b>	<b>2023-24 Proposed Fee (a) (b)</b>
AA1	Aerosol – Issuance	\$160	\$166
AA1R	Aerosol - Reissuance	\$77	\$80
AA2	Aircraft Refueling – Issuance	\$392	\$406
AA2R	Aircraft Refueling – Reissuance	\$253	\$262
AA3	Aviation Facility – Issuance	Hourly Rate	Hourly Rate
AA3R	Aviation Facility – Reissuance	Hourly Rate	Hourly Rate
AA5	Waste Handling – Issuance	Hourly Rate	Hourly Rate
AA5R	Waste Handling – Reissuance	Hourly Rate	Hourly Rate
AA6	Amusement Building – Issuance	Hourly Rate	Hourly Rate
AA6R	Amusement Building – Reissuance	Hourly Rate	Hourly Rate
AC1	Candles/Open flame – Issuance	\$118	\$122
AC1R	Candles/Open flame – Reissuance	\$77	\$80
AC2	Carnival or Fair – Issuance	Hourly Rate	Hourly Rate
AC6	Combustible Material Storage – Issuance	Hourly Rate	Hourly Rate
AC6R	Combustible Material Storage – Reissuance	Hourly Rate	Hourly Rate
AC71	Compressed Gas – Corrosive Issuance	\$178	\$185
AC71R	Compressed Gas – Corrosive Reissuance	\$96	\$100
AC710	Compressed Gas-Toxic - Issuance	\$178	\$185
AC710R	Compressed Gas-Toxic - Reissuance	\$96	\$100
AC72	Compressed Gas – Flammable Gas Issuance	\$178	\$185
AC72R	Compressed Gas – Flammable Gas Reissuance	\$96	\$100
AC73	Compressed Gas-Highly Toxic - Issuance	\$178	\$185
AC73R	Compressed Gas-Highly Toxic - Reissuance	\$96	\$100
AC74	Compressed Gas – Inert Gas Issuance	\$125	\$130
AC74R	Compressed Gas – Inert Gas Reissuance	\$77	\$80
AC76	Compressed Gas-Oxidizer - Issuance	\$178	\$185
AC76R	Compressed Gas-Oxidizer - Reissuance	\$96	\$100
AC77	Compressed Gas – Pyrophoric - Issuance	\$175	\$181
AC77R	Compressed Gas – Pyrophoric - Reissuance	\$96	\$100
AC91	Cryogens – Physical or Health Hazard - Issuance	\$89	\$92
AC91R	Cryogens – Physical or Health Hazard - Reissuance	\$77	\$80
AC92	Cryogen – Flammable Issuance	\$160	\$166
AC92R	Cryogen – Flammable Reissuance	\$96	\$100
AC94	Cryogen – Inert Issuance	\$89	\$92
AC94R	Cryogen – Inert Reissuance	\$77	\$80
AC95	Cryogen – Oxidizer Issuance	\$107	\$111
AC95R	Cryogen – Oxidizer Reissuance	\$77	\$80
AD11	Dry Cleaning Plants - Package Issuance	\$89	\$92
AD11R	Dry Cleaning Plants – Package Reissuance	\$77	\$80
AD2	Dust Producing Operations - Issuance	\$178	\$185
AD2R	Dust Producing Operations - Reissuance	\$116	\$120

(a) Based on 3.67% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2023-24 Hourly Rate = \$238 per hour

**ORANGE COUNTY FIRE AUTHORITY**

**PROPOSED FEE SCHEDULE**

**PREVENTION FIELD SERVICES**

Effective Date - July 1, 2023

<b>Fee Code</b>	<b>Service Name</b>	<b>2022-23 Adopted Fee</b>	<b>2023-24 Proposed Fee (a) (b)</b>
AE1	Explosives/Blasting Condition with OCSD Approval – Issuance	Hourly Rate	Hourly Rate
AF1	Firework Stands	\$138	\$143
AF2	Outdoor Fireworks Display, such as July 4th displays	\$2,064	\$2,140
AF21	Outdoor Fireworks Display, such as home coming & barge display	\$531	\$550
AF22	Pyrotechnics/Special Effects Materials	\$873	\$905
AF31	Flammable Combustible Liquids – Issuance to use or operate a pipeline	Hourly Rate	Hourly Rate
AF31R	Flammable Combustible Liquids - Reissuance	Hourly Rate	Hourly Rate
AF32	Flammable Liquids – Issuance Class I liquids (5 gallons inside/10 gallons outside)	\$178	\$185
AF32R	Flammable Combustible Liquids – Reissuance	\$96	\$100
AF33	Combustible Liquids – Issuance. To store, use or handle Class II or IIIA liquids in excess of 25 gallons inside or 60 gallons outside.	\$178	\$185
AF33R	Combustible Liquids – Reissuance	\$96	\$100
AF35	Flammable Combustible Liquids – Issuance. To operate tank vehicles, equipment, tanks, plants, terminals, wells, etc.	\$178	\$185
AF35R	Flammable Combustible Liquids – Reissuance	\$96	\$100
AH11	Hazardous Materials – Oxidizing Issuance	\$178	\$185
AH110	Hazardous Materials – Water Reactive Issuance	\$89	\$92
AH110R	Hazardous Materials – Water Reactive Reissuance	\$96	\$100
AH11R	Hazardous Materials – Oxidizing Reissuance	\$96	\$100
AH12	Hazardous Materials – Corrosive Issuance	\$178	\$185
AH12R	Hazardous Materials – Corrosive Reissuance	\$96	\$100
AH13	Hazardous Materials – Flammable Solids Issuance	\$178	\$185
AH13R	Hazardous Materials – Flammable Solids Reissuance	\$96	\$100
AH14	Hazardous Materials – Highly Toxic Issuance	\$171	\$177
AH14R	Hazardous Materials – Highly Toxic Reissuance	\$89	\$92
AH15	Hazardous Materials – Organic Peroxide Issuance	\$171	\$177
AH15R	Hazardous Materials – Organic Peroxide Reissuance	\$89	\$92
AH16	Hazardous Materials – Pyrophoric Issuance	\$171	\$177
AH16R	Hazardous Materials – Pyrophoric Reissuance	\$89	\$92
AH18	Hazardous Materials – Toxic Issuance	\$178	\$185
AH18R	Hazardous Materials – Toxic Reissuance	\$82	\$85
AH19	Hazardous Materials – Unstable Reactive Issuance	\$178	\$185
AH19R	Hazardous Materials – Unstable Reactive Reissuance	\$96	\$100
AH3	High Piled Combustible - Issuance	\$356	\$369
AH3R	High Piled Combustible Reissuance	\$195	\$202
AL1	Liquefied Petroleum Gas – Issuance	\$89	\$92
AL1R	Liquefied Petroleum Gas - Reissuance	\$77	\$80
AL2	Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings – Issuance/Reissuance	Hourly Rate	Hourly Rate
AL3	Lumber Yards and Woodworking Plants – Issuance	\$285	\$295
AL3R	Lumber Yards and Woodworking Plants - Reissuance	\$195	\$202
AM1	Magnesium Working – Issuance/Reissuance	Hourly Rate	Hourly Rate
AM2	Open and Covered Malls - Issuance/Reissuance	\$613	\$635
AM3	Motor Vehicle Fuel Dispensing – Issuance	\$125	\$130
AM31	Motor Vehicle Fuel Dispensing – Package Issuance	\$71	\$74
AM31R	Motor Vehicle Fuel Dispensing – Package Reissuance	\$77	\$80

(a) Based on 3.67% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2023-24 Hourly Rate = \$238 per hour



**ORANGE COUNTY FIRE AUTHORITY**

**PROPOSED FEE SCHEDULE**

**PREVENTION FIELD SERVICES**

Effective Date - July 1, 2023

<b>Fee Code</b>	<b>Service Name</b>	<b>2022-23 Adopted Fee</b>	<b>2023-24 Proposed Fee (a) (b)</b>
AM3R	Motor Vehicle Fuel Dispensing - Reissuance	\$77	\$80
AO1	Open Burning/Fire – Issuance	Hourly Rate	Hourly Rate
AO3	Industrial Ovens – Issuance	\$125	\$130
AO3R	Industrial Ovens - Reissuance	\$77	\$80
AP21 to AP22	Assembly, <300 occupants - Issuance	\$633	\$656
AP21R to AP22R	Assembly, <300 occupants - Reissuance	\$428	\$444
AP23 to AP25	Assembly, >300 occupants - Issuance	\$1,023	\$1,061
AP23R to AP25R	Assembly, >300 occupants - Reissuance	\$530	\$549
AR2	Refrigeration Equipment – Issuance	\$285	\$295
AR2R	Refrigeration Equipment – Reissuance	\$136	\$141
AR3	Repair and Service Garage – Issuance	\$232	\$241
AR31	Repair and Service Garage < 5000 sq ft – Package Issuance	\$214	\$222
AR31R	Repair and Service Garage < 5000 sq ft – Package Reissuance	\$175	\$181
AR3R	Repair and Service Garage – Reissuance	\$175	\$181
AS1	Spraying or Dipping Operation – Issuance	\$339	\$351
AS1R	Spraying or Dipping Operation - Reissuance	\$77	\$80
AT1	Tent/Membrane Structure – Issuance	Hourly Rate	Hourly Rate
AT1.1	Canopy Structure – Issuance	Hourly Rate	Hourly Rate
AT2	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Issuance	Hourly Rate	Hourly Rate
AT2R	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Reissuance	Hourly Rate	Hourly Rate
AW1	Hot Work - Issuance.	\$125	\$130
AW11	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Issuance	\$136	\$141
AW11R	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Reissuance	\$77	\$80
AW1R	Hot Work - Reissuance.	\$77	\$80
J200	Reinspection – Flat rate for any inspection after the 1st (Applies to all CRR fees)	Hourly Rate	Hourly Rate
J201	Penalty \$250 – Failure to comply with 1st orders, tags or notices (Applies to all CRR fees) (Penalty fees are not included with the annual S&EB increase)	\$250	\$250
J202	Penalty \$500 – Failure to comply with 2nd orders, tags or notices (Applies to all CRR fees) (Penalty fees are not included with the annual S&EB increase)	\$500	\$500
J203	Penalty \$1000 – Failure to comply with 3rd or more orders, tags or notices (Applies to all CRR fees) (Penalty fees are not included with the annual S&EB increase)	\$1,000	\$1,000
M100	Correctional or Detentional Facility – Large (i.e. full scale jails, prisons, and places of detention)	\$535	\$555
M101	Correctional or Detentional Facility – Small (i.e. holding cells)	\$214	\$222
M102	High Rise Facility > 75 Feet	\$1,220	\$1,265
M103	Mid Rise Facility 55 - 74 Feet	\$642	\$666
M121	Care Facility for more than 6 ambulatory & non-ambulatory clients	\$321	\$333

(a) Based on 3.67% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2023-24 Hourly Rate = \$238 per hour

**ORANGE COUNTY FIRE AUTHORITY**

**PROPOSED FEE SCHEDULE**

**PREVENTION FIELD SERVICES**

Effective Date - July 1, 2023

<b>Fee Code</b>	<b>Service Name</b>	<b>2022-23 Adopted Fee</b>	<b>2023-24 Proposed Fee (a) (b)</b>
M123	Hospitals, Nursing homes, Mental hospitals, and Surgery Centers	\$909	\$942
M124	Community Care Facility (i.e. clearance letter, large family day, & etc.)	\$107	\$111
M125	Pre-Inspection Residential Care Facility (i.e. Single Family Residences)	\$428	\$444
M128	Permits Special Event - Applied to all Special Events that require operational permits	\$71	\$74
M129	Over the Counter Special Events – Events that may impact emergency operations equipment or access and may only require an over the counter submittal	\$53	\$55
M130	Miscellaneous Special Events – Events that may impact emergency operations equipment or access and may only require an over the counter submittal	\$107	\$111
M131	Minor Special Events – Events that may impact emergency operations equipment or access and have attendance or participation by less than 2,500 people.	\$160	\$166
M132	Major Special Events – Events that impact emergency operations equipment or access or have attendance, participation, or mass gathering of more than 2,500 people.	\$321	\$333
M133	Special Event Expedite Fee for <10 days submittal	50%	50%
M140	Fire Watch - Requested	Hourly Rate	Hourly Rate
M141	Standby – Engine Company – Board approved cost recovery rate	Hourly Rate	Hourly Rate
M150	Base Fee	\$78	\$81
M151	Alternate Means & Methods	Hourly Rate	Hourly Rate
M152	All other time to be charged as Time and Materials	Hourly Rate	Hourly Rate
<b>False Alarm</b>			
	False Alarm - 2nd within 6 months (Penalty fees are not included with the annual S&EB increase)	\$100	\$100
	Failure to comply with orders, tags or notices - 3rd false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$250	\$250
	Failure to comply with orders, tags or notices - 4th false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$500	\$500
	Failure to comply with orders, tags or notices - 5th and subsequent false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$1,000	\$1,000
<b>800 MHz Radio Loaner/Rental Program</b>			
	Loaning of the preprogrammed 800 MHz radio including radio, batteries, and desk charger to OCFA approved and FCC licensed technicians to facilitate the annual testing required for emergency responder radio system installation. (This program is not included with the annual S&EB increase)	\$75 per month	\$75 per month

(a) Based on 3.67% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2023-24 Hourly Rate = \$238 per hour

**ORANGE COUNTY FIRE AUTHORITY**  
**Schedule of Public Record Request Fees and Charges**  
**Effective July 1, 2023**

**SERVICES** **AMOUNT**

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***DUPLICATION FEES***

Duplication General:

Copy Rate..... \$0.10 per page  
 CD/DVD Disks\* ..... **\$1.30 per CD/DVD, plus postage if mailed**  
 Photographs..... actual cost

Fair Political Practices Commission (FPPC) Filings (Fees per California Government Code § 81008):

Filings/Statements ..... \$ 0.10 per page or current FPPC rate  
 Retrieval Fee ..... Not to exceed \$5.00 for copies/reports 5+ years old or current FPPC rate

Report s/Maps:

After Action Reports..... actual cost/posted reports available on-line at no charge  
 Annual Financial Report..... actual cost/current fiscal year available on-line at no charge  
 Budget ..... actual cost/current fiscal year available on-line at no charge  
 Property Related Records (Community Right to Know Reports)..... \$2.50 per address  
 Fire Incident/Fire Investigation/Paramedic Reports **\$\$0.10 per page, plus postage if mailed or \$0 for electronic transmittal**  
 Reports prepared by Consultants ..... actual cost  
 Geographic Information System (GIS)/Battalion/Division Maps..... actual cost@

Specialized Reports/Maps:

Creation of special computer-generated reports/Maps **Current Hourly Rate, in 15 minutes increment\*\* plus \$0.10 per page, plus postage if mailed or \$0 for electronic transmittal**

<b>Position Title</b>	<b>Current Hourly Rate (Fully Burdened) **</b>
IT Analyst	\$104.75
IT Manager	\$153.16
Management Assistant	\$63.30
Senior Management Analyst	\$125.09

Requiring research of records, analysis, compilation ..... Actual cost per hour for the first hour, thereafter billed in ¼ hour increments + \$0.10 per page@

911 Audio Recording\* ..... **\$1.30 per CD/DVD, plus postage if mailed or \$0 for electronic transmittal**

Subscriptions(Via US Mail):

Minutes.....	\$35.00 per year/per body
Agendas.....	\$35.00 per year/per body
Agenda Packet.....	\$25.00 per packet plus postage, if applicable

*Note: All agenda items are available on-line at no charge*

**MISCELLANEOUS SERVICES FEES**

Certification.....	\$2.00 per document
Delivery Service.....	actual cost
Email Server Search* ...	<b>\$0.10 per page, plus postage if mailed or \$0 for electronic transmittal</b>
Fax Transmissions .....	\$0.10 per page/paid prior to transmission in-lieu of duplication fee
Notary Fees (per CA Government Code § 8211 and 8223) .....	\$10.00 per signature or current rate
Postage .....	current US Postage Rates
Record Retrieval – Offsite Storage .....	\$20 per box (actual cost)

**SUBPOENA FEES** (per California Government Code §68096.1 & 68097.2)

Subpoena for Records .....	\$15.00 deposit applied toward actual costs or current State rate
Subpoena for Witness ..	\$275.00 deposit applied toward actual witness expenses or current State rate

**WAIVER OF FEES**

The above fees may be waived at the discretion of the Section Manager concerned when it is clear that the general public and/or OCFA will benefit by providing the service at no cost.

- (a) Examples of the types of service for which the above fees may be waived are as follows:
  - (1) Requests from City Officials, Board Members, etc. for business purposes
  - (2) Requests from individuals or firms directly concerned with pending actions of the Board of Directors or Executive Committee, which require their attendance at a Public Hearing or when legal notice is required.
  - (3) Requests from other Public agencies, including law enforcement agencies and the District Attorney, in cases of cooperative exchange of information.
- (b) Decisions on questionable items shall be made by the Fire Chief or designee.

**LATE FEES**

A 10% late fee may be assessed on past due accounts if payment is not received by the original due date. Late fee assessments applicable to this policy include, but are not limited to

- Ambulance – Advanced Life Support (ALS)/Basic Life Support (BLS) supply reimbursements
- Fire Prevention Activities
- Special Activities requiring a permit
- And any other OCFA miscellaneous billings including but not limited to Fire Restitution

**\*The California Public Records Act provides that a fee may be charged to cover the *direct costs* incurred in duplicating records or information requested. In most scenarios, requesters are only responsible for the direct cost associated with producing duplicate copies of the records in physical or electronic form, not including the costs of staff time conducting searches. However, requests are subject to charge when the electronic records sought require data compilation, extraction, or programming to produce the record. A deposit in advance will be required prior to production.**

## Community Risk Reduction Planning and Development 2022 Fee Schedule Informal Audit

### Summary

The April 28, 2022, the Board of Directors adopted the proposed Community Risk Reduction and Miscellaneous Fees during public hearing.

Director Gamble directed the Fire Marshal to select a few large project Plan Review (PR) codes and audit for accuracy of data entry in time logging as well as plan review activity task completion and accuracy. Specifically mentioned were PR440 – TI Fire Sprinklers over 100 heads and PR285 – High Rise Structures 75 feet or higher.

The CRR team selected these two project types and in addition, PR204 – “A” Occupancies 1,501-10,000 square feet. This was selected due to frequency of reviews.

#### Audit strategy:

- Examine data entry details to include application to the correct PR code and recordation of actual work done.
- Confirm that all activity tasks were accounted for during plan review. Each fee code has various task activities assigned not only as a reminder to the staff but a breakdown of activities that are billable.
- Determine the percentage of these PR codes that may have had additional time and material fees applied, and/or additional inspections purchased, indicating that the base fee is consistently too low.

#### Results:

- Accuracy in data entry is consistently well done. Notetaking is very common for additional comments and fee application.
- Completing all activity tasks under each PR is accurate.
- Fee codes were followed appropriately during plan review, however additional time and materials have a separate PR code, therefore are hard to determine what project they may apply to without accurate note taking. While this doesn't indicate inaccurate note taking necessarily, we see opportunities for improvement. The new ORION system will track this better.
- Training was provided to the plan review team to ensure quality and quantity accuracies.

#### Conclusion:

We find the data, fees, and workflows to be valid and will continue to monitor into the future.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

**Budget and Finance Committee Meeting**  
**June 14, 2023**

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

**Cal OES Fire Integrated Real-time Intelligence System (FIRIS) Program**  
**Mission Commander Contract Management for Fiscal Year 2023/2024**

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**Contact(s) for Further Information**

Brian Fennessy, Fire Chief	<a href="mailto:brianfennessy@ocfa.org">brianfennessy@ocfa.org</a>	714.573.6010
Tim Perkins, Assistant Chief Field Operations South	<a href="mailto:timperkins@ocfa.org">timperkins@ocfa.org</a>	714.573.6008

**Summary**

This agenda item is submitted for approval of budget and contracts for the Mission Commander services for the Fire Integrated Real-time Intelligence System (FIRIS) Program, as requested by the State of California Governor's Office of Emergency Services (Cal OES). Cal OES will receive funding as part of the Fiscal Year 2023-24 Governor's budget to manage the FIRIS program effective July 1, 2023 and has requested that OCFA retain the Airborne Mission Commander (MC) portion of the program.

**Prior Board/Committee Action**

On June 23, 2022, the Board of Directors authorized the FIRIS 3.0 Program Extension for an initial duration of 6-months. This included approval of \$9.7 million in State funding and approval of various agreements for services including aviation equipment, data analytics, program managers, Mission Commanders, and other related services.

On November 17, 2022, the Board of Directors authorized a subsequent Cal OES request and funding commitment for an additional \$9.7 million by Cal OES to extend the FIRIS program through June 30, 2023.

**RECOMMENDED ACTION(S)**

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of June 22, 2023, with the Budget and Finance Committee's recommendation that the Board of Directors take the following actions:

1. Approve and authorize the Fire Chief to enter into a reimbursement agreement with the State of California Governor's Office of Emergency Services (Cal OES) in the amount of \$5,000,000 for the provision of Airborne Mission Commanders and Mission Commander administrative support services.
2. Approve and authorize a budget adjustment to increase revenue and appropriations in the FY 2023-24 General Fund (121) budget by \$5,000,000 for Mission Commander (MC) contracts and MC administrative support services for the Cal OES FIRIS Program up to one-year from July 1, 2023 through June 30, 2024.
3. Approve and authorize the Purchasing Manager to enter into new Professional Services Agreements for a one-year period through July 30, 2024 by the individual amounts needed in support of the Cal OES FIRIS Program Mission Commanders, so long as the aggregate value of the agreements does not exceed the program budget (see table).

### Impact to Cities/County

The Cal OES FIRIS program will continue to enhance aerial wildfire response and situational awareness in Orange County and throughout California during the 2023-24 wildfire season.

### Fiscal Impact

Cal OES requests that OCFA provide Mission Commander and MC administrative support services from July 1, 2023 through June 30, 2024 and will provide \$5,000,000 to reimburse OCFA for the provision of these services.

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

### Background

Cal OES will assume management of the FIRIS on July 1, 2023. Cal OES is requesting OCFA continue to provide Mission Commander services for up to one-year beginning July 1, 2023 (Attachment 1).

The Airborne Mission Commander is responsible for aircraft, crew, and airspace safety during flight missions. They coordinate the use of remote sensing technology to collect data produced in a manner useful to tactical, operational, and strategic incident personnel. Airborne MCs are expert practitioners (qualified and experienced Air Tactical Group Supervisors) within the Incident Command System (ICS), interagency aviation standards, and aerial supervision. MC's practice the Intelligence Investigation role in the ICS chain of command.

### Program Budget

The table below details the estimated budget for the FY2023-24 FIRIS Airborne Mission Commander contract services:

Funding Source	Funding Description	Estimated Amount
Cal OES	New funding Agreement	\$5,000,000
	<b>Total Project Funding</b>	<b>\$5,000,000</b>
Service Contracts and Other Expenses	Services/Equipment	Estimated Amounts
Airborne Mission Commanders	Up to four 12-hr Shifts per day for 365 days	\$4,200,400
Unanticipated Tasks	MC, OCFA staff and other support as needed	\$131,650
OCFA Business Analyst	MC contract management, analytical and administrative support	\$45,467
OCFA Indirect Cost Rate	14.22%*	\$622,483
	<b>Total Project Cost</b>	<b>\$5,000,000</b>

*\*The Indirect Cost Rate is scheduled to be approved by the OCFA Board in June 2023 with an effective date of 7/1/23.*



***Recommendation***

Staff published Request for Qualifications SK2566 for Air Tactical Group Supervisor and MC Services. 228 vendors were notified, and the solicitation remains open for submittal. Interested parties are required to submit statements of qualifications which are then reviewed and vetted by a panel of OCFA subject matter experts to ensure they meet the qualification requirements. Staff is recommending approval to enter into new agreements as stated in the recommended actions and table above for the provision of Airborne MC services related to the FIRIS program.

**Attachment(s)**

1. Cal OES MC Funding Agreement
2. Sample MC Contract



Attachment 1

May 5, 2023

Robert Cortez  
Assistant Chief  
Orange County Fire Authority

Chief Cortez:

As Orange County Fire Authority (OCFA) is aware, the Governor's Office of Emergency Services (Cal OES) is in the process of transitioning the FIRIS program from OCFA to the State of California on July 1, 2023. However, Cal OES requires additional time to resolve the Mission Commander role for FIRIS. Accordingly, Cal OES is in the process of developing and completing a one-year interagency agreement to establish the use of the OCFA Mission Commander personnel in support of the FIRIS Program to begin on July 1, 2023 and end no later than June 30<sup>th</sup>, 2024. The dollar amount of this agreement will include the amount of \$4.9 Million dollars to cover the costs of such personnel during this one-year period.

Cal OES would like to thank OCFA for its continued partnership and efforts in providing a successful and systematic handoff of the FIRIS program to the State of California and allowing us this time to resolve the mission commander role as it relates to the FIRIS program.

Sincerely,

LORI LOPEZ  
Deputy Chief of Administration

Attachment: MC SOW



**Orange County Fire Authority Mission Commanders  
Statement of Work  
California Office of Emergency Services  
FIRIS Program**

The mission priority of the FIRIS program is to provide real-time information to First Responders on the ground and to provide them with situational awareness as they are enroute or engaged in any all-risk incident. As new technology is developed, Mission Commanders will assist Cal OES in all integration and use of any new applied technology to FIRIS. Not all applications for use of this aircraft and systems have been realized.

The position of Airborne Mission Commander (MC) is established for the purpose of staffing the California Governor's Office of Emergency Services (Cal OES) Fire Integrated Real-Time Intelligence System emergency response aircraft.

MC's use their discretion and exercise disciplined initiative when responding to emergency incidents in California. The MC is responsible for aircraft, crew, and airspace safety. The MC coordinates the use of remote sensing technology to collect data produced in a manner useful to tactical and strategic incident personnel.

All MC's are expert practitioners within the Incident Command System, they are familiar with interagency aviation standards of aerial supervision and practice the Intelligence Investigation role in the ICS chain of command.

The following are descriptions of experience and qualifications that are prerequisites of individuals who will serve as MC's:

- Must have been a Chief Officer for an agency or department which conducted emergency response operations utilizing the Incident Command System.
- Must have a thorough knowledge of FAA regulations and pilot/aircraft certifications.
- Must have thorough understanding of Interagency and mutual aid agreements.
- Must have significant experience in aviation operations to include ten (10) or more years as an airborne aerial supervisor.
- Must have thorough knowledge of fixed wing aircraft operations and flight manager experience.
- Must have knowledge of sophisticated remote sensing equipment, their use and limitations.
- Must have knowledge and programming skills in the operation of aviation radios.
- Must have been to an interagency sanctioned Crew Resource Management (CRM) training course and maintain currency.

The Mission Commanders will perform and be responsible for the following duties and responsibilities:

- Acting as the Cal OES Contracting Officers Authorized Representative to provide oversight and day-to-day management of the Cal OES Fire Integrated Real-Time Information System (FIRIS) contract requirements.
- Prepare daily diaries and mission summaries for the Cal OES FIRIS program on a biweekly or monthly schedule.
- Manage calendar and scheduling for the Mission Commander staffing of Cal OES FIRIS aircraft.
- Will represent and support Cal OES in any meetings, presentations or special projects when requested.
- Will support research and development of new techniques and technology for the Cal OES FIRIS program and will continue to maintain FIRIS program leadership and integrity.
- Cal OES will have final oversight of the MC's and reserves the right to provide operational control and priorities of FIRIS missions in its responsibility for the mutual aid system.

#### Deliverables:

FIRIS combines dedicated fixed-wing aircraft equipped with sensors capable of providing enhanced incident awareness and assessment, supercomputer-based fire prediction system, and situational awareness software into a single platform to support operational decision makers during incident response.

- Provide airborne incident awareness and assessment. Establish and rapidly distribute data during initial incident response. Provide Incident Awareness and Assessment (IAA) and real-time modeling to initial attack responders on all-hazard incidents.
- Improved decision-making support with real-time data and information. Help Incident Commanders and decision makers allocate resources, communicate with community members and support evacuation operations during initial incident response. Increase effectiveness of initial response on incidents to limit damage to values at risk and minimize exposure of first responders.
- Cal OES will have final oversight of the MC's and reserves the right to provide operational control and priorities of FIRIS missions in its responsibility for the mutual aid system.

#### Operational Success Conditions:

FIRIS is fully operational and integrated in California.

- Providing real-time intelligence (locations, perimeters, predictive models/projections, damage assessment, livestream/full-motion high-definition color & infra-red video, etc.) during the response phase (initial attack and extended attack).
- Providing a prediction model within 15 minutes of incident notification and location.

Rapidly updated predictions based on new information provided by field personnel, cameras, and aircraft.

- Providing a perimeter to response forces, emergency operations centers, and decision makers within 5 minutes of aircraft arriving on scene and additional perimeters every 15 minutes.
- Integrating all the information into a shared system that all responders can access.

**ORANGE COUNTY FIRE AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this 22<sup>nd</sup> day of June, 2023 by and between the Orange County Fire Authority, a joint powers agency created pursuant to the California Joint Exercise of Powers Act (Gov’t Code §§ 6500 *et seq.*) (“OCFA”), and \_\_\_\_\_, an individual (“Contractor”). OCFA and Contractor are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

**RECITALS**

WHEREAS, OCFA requires the services of a qualified Contractor to provide Airborne Mission Commander services in support of the California Governor’s Office of Emergency Services FIRIS program incident goals and objectives, hereinafter referred to as “Project”; and

WHEREAS, Contractor is fully qualified and certified to provide the necessary services for the Project and desires to provide such services; and

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

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

**AGREEMENT**

**1. PROFESSIONAL SERVICES**

**1.1 Scope of Services**

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the Scope of Services, attached hereto as Exhibit “A”, which includes by reference and by addendum any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto (“Services” or “Work”). Contractor warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that he/she possesses a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services, and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

## **1.2 Compliance with Law**

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

## **1.3 Licenses and Permits**

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

## **1.4 Familiarity with Work**

By executing this Agreement, Contractor warrants that he/she (a) has thoroughly investigated and considered the Work to be performed, (b) has carefully considered how the Work should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement.

## **1.5 Care of Work**

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

## **1.6 Additional Services**

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

## **2. TIME FOR COMPLETION**

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

### **3. COMPENSATION OF CONTRACTOR**

#### **3.1 Compensation of Contractor**

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the pricing set forth in the Scope of Services (Exhibit "A") in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000).

#### **3.2 Method of Payment**

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

#### **3.3 Changes**

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

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

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

#### **3.4 Appropriations**

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

### **4. PERFORMANCE SCHEDULE**

#### **4.1 Time of Essence**

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



## **4.2 Schedule of Performance**

All Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in the Scope of Services (Exhibit "A"). The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

## **4.3 Force Majeure**

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

## **4.4 Term**

This Agreement shall continue in full force and effect during the period from July 1, 2023 through June 30, 2024 ("Initial Term"), except as may be extended at the sole discretion of OCFA, and unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement.

# **5. COORDINATION OF WORK**

## **5.1 [Reserved]**

## **5.2 Contract Officer**

The Primary Contract Officer shall be Tim Perkins, Assistant Chief, and the Secondary Contract Officer shall be Brian Fennessy, Fire Chief, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

## **5.3 Prohibition Against Subcontracting or Assignment**

**5.3.1 No Subcontracting Without Prior Approval.** The experience, knowledge, capability and reputation of the Contractor were a substantial

inducement for OCFA to enter into this Agreement. Therefore, Contractor shall not contract with any other individual or entity to perform in whole or in part the Services required hereunder.

#### **5.4 Independent Contractor**

**5.4.1** The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, an OCFA employee. During the performance of this Agreement, Contractor shall act in an independent capacity and shall not act as an OCFA officer or employee. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor, except as set forth in this Agreement. Contractor, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

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

**5.4.3** No OCFA benefits shall be available to Contractor in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing any Work or Services hereunder.

#### **5.6 Employee Retirement System Eligibility Indemnification**

##### **5.6.1 [Reserved]**

**5.6.2** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in any employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system benefits.

### **6. INSURANCE AND INDEMNIFICATION**

**6.1 Compliance with Insurance Requirements.** Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its

sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Contractor shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to meet all requirements herein.

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

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

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

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

**6.2.1.3** If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the

event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

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

**6.2.2 Automobile Liability Insurance.** Contractor shall maintain, in full force and effect throughout the term of this Agreement, a policy of personal Automobile liability insurance in compliance with all statutory requirements applicable in the State of California.

**6.3 Acceptability of Insurers.** Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

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

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

**6.4.1 [Reserved]**

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

the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

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

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

**6.5 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion.

**6.6 [Reserved]**

**6.7 Evidence of Coverage.** Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Contractor by this Section 6. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

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

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

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

evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

**6.8 Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for losses of any type or amount.

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

**6.10 [Reserved]**

**6.11 Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

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

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

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

**6.11.4** Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Contractor agrees to reimburse

OCFA for any losses resulting from its failure to timely comply with the requirements of this Agreement.

#### **6.11.5 [Reserved]**

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

### **7. RECORDS AND REPORTS**

#### **7.1 Reports**

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

#### **7.2 Records**

Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

#### **7.3 Ownership of Documents**

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

#### **7.4 Release of Documents**

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

## **7.5 Confidential Materials**

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

## **8. ENFORCEMENT OF AGREEMENT**

### **8.1 California Law**

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

### **8.2 Waiver**

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

### **8.3 Rights and Remedies are Cumulative**

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

### **8.4 Legal Action**

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



## **8.5 Termination Prior to Expiration of Term**

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

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

## **8.6 Termination for Default of Contractor**

[Reserved]

## **8.7 Attorneys' Fees**

[Reserved]

## **9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

### **9.1 Non-Liability of OCFA Officers and Employees**

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

### **9.2 Covenant Against Discrimination**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **10. MISCELLANEOUS PROVISIONS**

### **10.1 Confidentiality**

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

### **10.2 Notice**

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

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

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

To Contractor:

Name  
Attn:  
Address

### **10.2 Integrated Agreement**

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

### **10.3 Amendment**

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

### **10.4 Severability**

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

## **10.5 Corporate Authority**

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

**[Signatures on Following Page]**

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

**“OCFA”**

**ORANGE COUNTY FIRE AUTHORITY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Sara Kennedy, CPPB  
Purchasing Manager

**“CONTRACTOR”**

**NAME**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name  
Title

EXHIBIT "A"  
**Scope of Services**

**A1. Airborne Mission Commander Position**

**A1.1 Position Overview**

**A1.1.1** As described in the "Standards for Aerial Supervision", as published by the National Wildfire Coordinating Group, "The Mission Commander coordinates incident airspace and manages incident air traffic. The Mission Commander is an airborne firefighter who coordinates, assigns, and evaluates the use of aerial resources in support of incident objectives. The Mission Commander is the link between ground personnel and incident aircraft. The Mission Commander must collaborate with ground personnel to develop and implement tactical and logistical missions on an incident. The Mission Commander must be proactive in communicating current and expected fire and weather conditions. The Mission Commander must provide candid feedback regarding the effectiveness of aviation operations and overall progress toward meeting incident objectives. The Mission Commander must also work with dispatch staff to coordinate the ordering, assignment, and release of incident aircraft in accordance with the needs of fire management and incident command personnel.

**A1.1.2** On Initial Attack (IA) incidents (Type 4 and 5), the Mission Commander will size up, prioritize, and coordinate the response of aerial and ground resources until a qualified Incident Commander (IC) arrives. On complex incidents (Type 1, 2, or 3), the Mission Commander will coordinate and prioritize the use of aircraft between several divisions or groups while maintaining communications with operations personnel and aircraft bases (fixed- or rotor-wing).

**A1.1.3** In the Incident Command System (ICS), the Mission Commander works for the IC on initial attack and the Operations Section Chief (OSC), Air Operations Branch Director, or operational designee on extended attack. The Mission Commander supervises the Leadplane Pilot (LPIL), Aerial Supervision Module (ASM), and the Helicopter Coordinator (HLCO) positions when activated. The Mission Commander may operate from an airplane or helicopter.

**A1.1.4** Additional position duties are further outlined in Attachment "1" to this Exhibit "A".

**A1.2 Position Requirements**

At a minimum, Mission Commander must possess previously held fire chief officer status and possess and maintain wildland Incident Qualifications and Certification System (IQCS) qualifications for the position of Division Supervisor and/or Air Tactical Group Supervisor.

**A.2 Airborne Mission Commander Responsibilities**

## **A2.1 Incident Response**

**A2.1.1** The Mission Commander will respond as part of the aircrew with the aircraft to wildland and all-hazards incidents. The Mission Commander will perform the duties described above and contained within the “Standards for Aerial Supervision”, as published by the National Wildfire Coordinating Group, in coordination with the Primary or Secondary Contract Officer and/or third parties providing air operations services, as directed by OCFA. The Mission Commander must be available at the site of the aircraft.

**A2.1.2** The Mission Commander will provide wildland fire subject matter expertise for pre-attack, initial attack, and extended attack functions. Pre-attack services include evaluation of staffing, familiarization with maps, identification of potential cooperators, and other readiness activities.

**A2.1.3** As delegated by OCFA, the Mission Commander will ensure day to day contract compliance on assigned aircraft and is responsible for communicating any discrepancies or recommendations to the Primary and/or Secondary Contract Officer.

## **A2.2 Communications**

**A2.2.1** As required by OCFA, the Mission Commander may serve as the primary point-of-contract (POC) with the OCFA Emergency Command Center for daily status and dispatching to initial attack response.

**A2.2.2** The Mission Commander is responsible for developing and delivering pre and post incident briefings and After Action Reviews (AAR) for the air crews. Pre-incident briefings may include weather updates, incident status, pending orders, and other information as may be necessary to ensure all crew members required to deploy are able to.

**A2.2.3** The Mission Commander is responsible for inter cockpit Crew Resource Management (CRM) with OCFA and third party provider crews, as applicable, for the purpose of fostering cohesive team function during the execution of incident objectives.

## **A2.3 Deliverables**

The Mission Commander will assist with the development of Incident Awareness and Assessment (IAA) deliverables for fire incidents. Deliverables may include maps, files for the Geographic Information Systems section, and infrared video, which will be provided to the incident. The Mission Commander will ensure the deliverables meet the specifications of what is required by the incident.

## **A2.4 Training**

As requested by OCFA, provide informal and formal National Wildfire Coordinating Group (NWCG) wildland fire instruction. Informal training will be delivered during the course of the daily shift. Formal, classroom-style training will be scheduled and delivered outside the standard shift schedule.

## **A2.5 Additional Services**

As requested by OCFA, Contractor shall make presentations, attend meetings, and provide briefings on program-specific information. Contractor will also provide on-call availability for remote oversight of agreed-upon aviation platforms at no charge, as requested by OCFA and agreed upon by both parties.

## **A2.5 Schedules**

**A2.5.1 Daily Shift.** The daily shift is twelve (12) hours, and will be coordinated through the Primary or Secondary Contract Officer.

**A2.5.2 Cal OES FIRIS.** Contractor services will be utilized in the Cal OES FIRIS program, which operates from two locations. The operation located in Southern California will provide twenty-four (24) hour or twelve (12) hour availability. The operation located in Northern California will provide twenty-four (24) or twelve (12) hour availability. The Mission Commander must be available on site at the designated base of operations, or other location as directed, for the duration of the daily shift.

**A2.5.3 Staffing Coordination.** The Mission Commander is responsible for coordinating all contract aircrew availability to ensure staffing is sufficient to meet the respective daily twelve (12) hour or twenty-four (24) hour availability requirements. The Mission Commander must communicate schedules and proposed changes to schedules to the Primary or Secondary Contract Officer.

## **A3. Compensation**

### **A3.1 Daily Rate**

**A3.1.1 Standard Shift.** The daily rate for the standard twelve (12) hour shift is \$2,500 and includes, but is not limited to, all staffing coordination activities, Mission Commander duties, informal training provided during the shift, formal training, and full day support for additional services as requested by OCFA. Contractor is responsible for travel to and from the work location, food, and lodging. Hours worked totaling less than the daily rate will be compensated at one twelfth (1/12) the daily rate at two hundred eight dollars (\$208) per hour.

**A3.1.2 Holdover.** In the event that holdover beyond the standard shift is required due to incident activity, services provided in excess of twelve (12) hours

on reimbursable incidents will be charged at two hundred eight dollars (\$208) per hour. There will be no charge for services provided in excess of twelve (12) hours on non-reimbursable incidents.

**A3.1.3 Additional Services.** The rate for additional services including, but not limited to, remote oversight of aviation platforms, and attendance at meetings, presentations, and other similar events will be charged at two hundred eight dollars (\$208) per hour.

**A3.1.4 Travel Policy.** Travel related to the provision of additional services must be approved in advance by OCFA. All approved travel-related expenses will be reimbursed and must be documented on the Travel Expense Form. The Travel Expense Form must be submitted to OCFA and be accompanied by itemized receipts for lodging, transportation, and meals. Meals will be reimbursed in the amount of fifteen dollars for breakfast, fifteen dollars for lunch, and thirty-five dollars for dinner with a maximum reimbursement of sixty-five dollars per day. Reimbursement for purchases of alcohol is prohibited.

**A3.1.5 Travel Expense Form.** A sample of the Travel Expense form follows below:





# TRAVEL EXPENSE CLAIM REPORT

1 Fire Authority Road Irvine, CA 92602

(714) 573-6012

Please e-mail this form and receipts to Robert Cortez.

Email: [Robertcortez@ocfa.org](mailto:Robertcortez@ocfa.org)

Required fields are in blue. Other data entry cells are in yellow.

Date:

Name:

Purpose:

Mailing Address:

Travel Dates:

All **itemized** receipts are to be provided with travel expense forms.

1. Transportation:		Trans Exp.
Airline: (Attach booking itinerary with cost)		
Airport Parking Fee:		
Taxi, Uber, Lyft: (Attach receipt)		
Rental vehicle: (Attach receipt)		
<b>Transportation Total</b>		-

2. Lodging: <i>Provide detailed receipts</i>		Lodging Exp.
<b>Lodging Total</b>		-

3. Food/Meals: <i>Provide detailed receipts</i>				Meals Exp. (Max \$65.00/day)
Date	Breakfast (\$15 max)	Lunch (\$15 max)	Dinner (\$35 max)	
				-
				-
				-
				-
				-
<b>Meals Total</b>				-

4. Miscellaneous/Registrations/etc <i>Provide detailed receipts</i>		
<b>Misc. Total</b>		-
<b>Total Expenses</b>		-

**Explanatory Notes**

I certify the above were all actual and necessary expenses to attend and participate in this meeting.

Submitted by: (Travelers name & signature )

Approved by: (Signature)/Date:

Robert Cortez, Assistant Chief, Business Services

Attachment "1" to Exhibit "A"

**Orange County Fire Authority Mission Commanders  
Statement of Work  
California Office of Emergency Services  
FIRIS Program**

The mission priority of the FIRIS program is to provide real-time information to First Responders on the ground and to provide them with situational awareness as they are enroute or engaged in any all-risk incident. As new technology is developed, Mission Commanders will assist Cal OES in all integration and use of any new applied technology to FIRIS. Not all applications for use of this aircraft and systems have been realized.

The position of Airborne Mission Commander (MC) is established for the purpose of staffing the California Governor's Office of Emergency Services (Cal OES) Fire Integrated Real-Time Intelligence System emergency response aircraft.

MC's use their discretion and exercise disciplined initiative when responding to emergency incidents in California. The MC is responsible for aircraft, crew, and airspace safety. The MC coordinates the use of remote sensing technology to collect data produced in a manner useful to tactical and strategic incident personnel.

All MC's are expert practitioners within the Incident Command System, they are familiar with interagency aviation standards of aerial supervision and practice the Intelligence Investigation role in the ICS chain of command.

The following are descriptions of experience and qualifications that are prerequisites of individuals who will serve as MC's:

- Must have been a Chief Officer for an agency or department which conducted emergency response operations utilizing the Incident Command System.
- Must have a thorough knowledge of FAA regulations and pilot/aircraft certifications.
- Must have thorough understanding of Interagency and mutual aid agreements.
- Must have significant experience in aviation operations to include ten (10) or more years as an airborne aerial supervisor.
- Must have thorough knowledge of fixed wing aircraft operations and flight manager experience.
- Must have knowledge of sophisticated remote sensing equipment, their use and limitations.
- Must have knowledge and programming skills in the operation of aviation radios.
- Must have been to an interagency sanctioned Crew Resource Management (CRM) training course and maintain currency.

The Mission Commanders will perform and be responsible for the following duties and responsibilities:

- Acting as the Cal OES Contracting Officers Authorized Representative to provide oversight and day-to-day management of the Cal OES Fire Integrated Real-Time Information System (FIRIS) contract requirements.
- Prepare daily diaries and mission summaries for the Cal OES FIRIS program on a biweekly or monthly schedule.
- Manage calendar and scheduling for the Mission Commander staffing of Cal OES FIRIS aircraft.
- Will represent and support Cal OES in any meetings, presentations or special projects when requested.
- Will support research and development of new techniques and technology for the Cal OES FIRIS program and will continue to maintain FIRIS program leadership and integrity.
- Cal OES will have final oversight of the MC's and reserves the right to provide operational control and priorities of FIRIS missions in its responsibility for the mutual aid system.

#### Deliverables:

FIRIS combines dedicated fixed-wing aircraft equipped with sensors capable of providing enhanced incident awareness and assessment, supercomputer-based fire prediction system, and situational awareness software into a single platform to support operational decision makers during incident response.

- Provide airborne incident awareness and assessment. Establish and rapidly distribute data during initial incident response. Provide Incident Awareness and Assessment (IAA) and real-time modeling to initial attack responders on all-hazard incidents.
- Improved decision-making support with real-time data and information. Help Incident Commanders and decision makers allocate resources, communicate with community members and support evacuation operations during initial incident response. Increase effectiveness of initial response on incidents to limit damage to values at risk and minimize exposure of first responders.
- Cal OES will have final oversight of the MC's and reserves the right to provide operational control and priorities of FIRIS missions in its responsibility for the mutual aid system.

#### Operational Success Conditions:

FIRIS is fully operational and integrated in California.

- Providing real-time intelligence (locations, perimeters, predictive models/projections, damage assessment, livestream/full-motion high-definition color & infra-red video, etc.) during the response phase (initial attack and extended attack).
- Providing a prediction model within 15 minutes of incident notification and location.

Rapidly updated predictions based on new information provided by field personnel, cameras, and aircraft.

- Providing a perimeter to response forces, emergency operations centers, and decision makers within 5 minutes of aircraft arriving on scene and additional perimeters every 15 minutes.
- Integrating all the information into a shared system that all responders can access.