



ORANGE COUNTY FIRE AUTHORITY

NOTICE AND CALL OF A SPECIAL MEETING

NOTICE IS HEREBY GIVEN that a Special Meeting of the Orange County Fire Authority's **Budget and Finance Committee** has been scheduled for **Tuesday, October 17, 2023 at 12:00 p.m.**

The meeting will be held at the Orange County Fire Authority, Regional Fire Operations & Training Center, Classroom 1, 1 Fire Authority Road, Irvine, CA

Opportunity will be provided for members of the public to address the Orange County Fire Authority Committee Members regarding the item of business as described on the Agenda.

The business to be transacted at the meeting is indicated on the agenda and available online at:

https://ocfa.org/AboutUs/BoardMeetings.aspx#agenda_minutes

John O'Neill, /ss/
Chair



ORANGE COUNTY FIRE AUTHORITY AGENDA

BUDGET AND FINANCE COMMITTEE SPECIAL MEETING

Tuesday, October 17, 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. 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, 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 Patel

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 D. Huizar, Clerk of the Authority

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

Recommended Action:

Approve the Minutes for the September 13, 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 October 26, 2023, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the reports.

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

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

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of October 26, 2023, with the Budget and Finance Committee's recommendation that the Board approve a Budget Adjustment in Fund 121 to increase revenue and expenditures by \$460,563.64 for the grant program award.

3. DISCUSSION CALENDAR

A. Prefunding of CIP Projects Policy Review Process – Review of OCFA Operating and CIP Funding Mechanism

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

Recommended Action:

Receive and file a review of OCFA Operating and CIP Funding Mechanism.

REPORTS

None.

COMMITTEE MEMBER COMMENTS

ADJOURNMENT – The next meeting of the Budget and Finance Committee is scheduled for Tuesday, November 8, 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 § 54956, 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 24 hours prior to the meeting.

 Maria D. Huizar, CMC
 Clerk of the Authority

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

- Monthly Investment Report
- Prefunding of CIP Projects Policy Development
- 1st Quarter Financial Newsletter (July-Sept.)
- ACFR Report – Audited Financial Reports
- Approval of Annual Statement of Investment Policy & Authorization

UPCOMING MEETINGS:

Legislative and Public Affairs Committee (Special)	Wednesday, October 18, 2023, 1:30 p.m.
Executive Committee	Thursday, October 26, 2023, 5:30 p.m.
Board of Directors	Thursday, October 26, 2023, 6:00 p.m.
Human Resources Committee	Tuesday, November 7, 2023, 12 noon
Budget & Finance Committee	Wednesday, November 8, 2023, 12 noon

MINUTES ORANGE COUNTY FIRE AUTHORITY

Budget and Finance Committee Regular Meeting
Wednesday, September 13, 2023
12:00 Noon

Regional Fire Operations and Training Center
Classroom One
1 Fire Authority Road
Irvine, CA 92602

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Budget and Finance Committee was called to order on September 13, 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

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

Absent: Troy Bourne, San Juan Capistrano
Shelley Hasselbrink, Los Alamitos
Nitesh Patel, La Palma

Staff present:

Fire Chief Brian Fennessy
Assistant Chief Robert Cortez
Assistant Chief Jim Ruane
Assistant Chief Stephanie Holloman
Clerk of the Authority Maria D. Huizar
General Counsel David Kendig
Ex-Officio Member Jennifer Cervantez

Deputy Chief Lori Zeller
Deputy Chief TJ McGovern
Assistant Chief Lori Smith
Assistant Chief Shane Sherwood
Director of Communications Matt Olson
Assistant Chief Rob Capobianco

PUBLIC COMMENTS

None.

1. PRESENTATION

No items.

2. CONSENT CALENDAR

On motion of Director Hernandez and second by Director Rossini, approved 6-0 by consensus Agenda Item Nos. 2A-2G (Directors Bourne, Hasselbrink, and Patel absent).

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

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

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

B. Monthly Investment Reports (FILE 11.10D2)

Action: Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of September 28, 2023, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the reports.

C. Fourth 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 September 28, 2023, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the report.

D. Fourth 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 September 28, 2023, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the report.

E. Annual Investment Report (FILE 11.10D1)

Action: In compliance with Section 18.2 of the Orange County Fire Authority's Investment Policy, review the proposed annual agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of September 28, 2023, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the report.

F. Acceptance of 2023 Department of Homeland Security/Federal Emergency Management Agency's Urban Search & Rescue Preparedness Cooperative Agreement Funding (FILE 16.02B)

Action: Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of September 28, 2023, with the Budget and Finance Committee's recommendation that the Board of Directors:

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

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

Action: Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of September 28, 2023, with the Budget and Finance Committee's recommendation that the Board of Directors authorize the following proposed budget adjustments:

1. Approve a budget adjustment in the FY 2023/24 General Fund (121) to adjust revenues by \$21,467,150 and expenditures by \$22,046,115.
2. Approve a budget adjustment in the FY 2023/24 General Fund CIP (12110) to adjust expenditures by \$5,997,029.
3. Approve a budget adjustment in the FY 2023/24 Fire Stations and Facilities Fund (123) to adjust expenditures by \$21,525,225.
4. Approve a budget adjustment in the FY 2023/24 Communications and Information Systems Fund (124) to adjust expenditures by \$4,063,029.
5. Approve a budget adjustment in the FY 2023/24 Settlement Agreement Fund (139) to adjust expenditures by \$1,500,000.
6. Approve a budget adjustment in the FY 2023/24 Structural Fire Entitlement Fund (171) to adjust expenditures by \$3,509,336.

3. DISCUSSION CALENDAR

A. Contract Award for Ambulance Consulting Services (FILE 18.05B)

Assistant Chief Rob Capobianco presented the Contract Award for Ambulance Consulting Services.

On motion of Director Nguyen and second by Director Rossini, approved 6-0 by consensus (Directors Bourne, Hasselbrink, and Patel absent) to review the proposed agenda item and direct staff to place the item on the agenda for the Board of Director's meeting of September 28, 2023, with the Budget and Finance Committee's recommendation that the Board of Directors:

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

B. Prefunding of CIP Projects Policy Review Process - Overview of OCFA's Capital Improvement Program (FILE 11.13A)

Assistant Chief Robert Cortez provided a PowerPoint presentation of the Prefunding of CIP Projects Policy Review Process – Overview of OCFA's Capital Improvement Program.

Assistant Chief Jim Ruane provided an overview relating to the Expenditure Categories, and 5-Year FY 2023-24 CIP Major Objectives.

On motion of Director Nguyen and second by Director Hernandez, approved 6-0 by consensus (Directors Bourne, Hasselbrink, and Patel absent) to receive and file an overview of OCFA's Capital Improvement Program.

REPORTS

None.

COMMITTEE MEMBER COMMENTS

None.

ADJOURNMENT – Chair O'Neill adjourned the meeting at 12:22 p.m. The next meeting of the Budget and Finance Committee is scheduled for Tuesday, October 17, 2023, at 12:00 noon.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Budget and Finance Committee Meeting
October 17, 2023

Agenda Item No. 2B
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

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

Tricia Jakubiak, Treasurer triciajakubiak@ocfa.org 714.573.6301
Treasury & Financial Planning

James Slobojan, Assistant Treasurer 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 October 26, 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 August 31, 2023. A preliminary investment report as of September 22, 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 – August 2023/Preliminary Report – September 2023

Orange County Fire Authority Monthly Investment Report



Final Report – August 2023

Preliminary Report – September 2023



Monthly Investment Report Table of Contents

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Orange County Fire Authority

Final Investment Report

August 31, 2023



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of August 2023, the size of the portfolio decreased by \$31 million to approximately \$211.4 million. Receipts for the month totaled \$8.9 million, including receipts from cash contract payments totaling \$6.3 million, and various grant reimbursement payments and charges for current services totaling approximately \$2.3 million. Total August cash outflows amounted to nearly \$40.5 million. Significant disbursements for the month included two biweekly payrolls and related benefits totaling approximately \$30.7 million. The portfolio's balance is expected to decrease in September as expenditures will exceed projected receipts. In August, the portfolio's yield to maturity (365-day equivalent) decreased by twelve basis points to 3.24%. The effective rate of return decreased by 4 basis points to 3.22% for the month, while the average maturity of the portfolio decreased by 3 days to 48 days to maturity.

Economic News

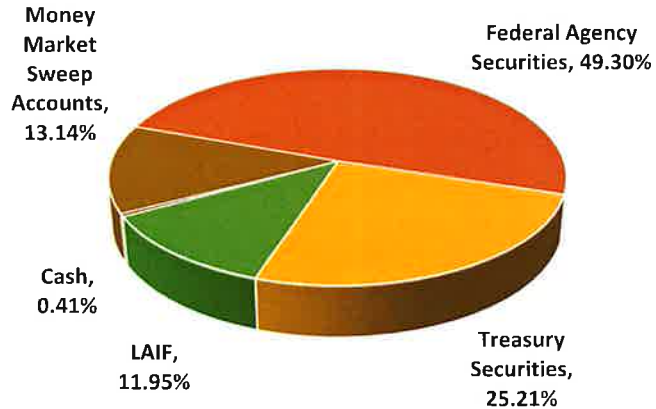
Nonfarm payroll employment increased 187,000 in August 2023, and the unemployment rate rose from 3.5% to 3.8%. Average hourly earnings were up 4.3% over last year. Job gains occurred in health care, leisure and hospitality, social assistance, and construction. Retail sales increased 0.6% in August, and up 2.5% from August 2022. This was the fifth consecutive month in which consumer spending has increased. Consumer spending was led by sales at gasoline stations as gas prices jumped strongly during the period, followed by clothing and accessories and electronics stores. U.S. Consumer confidence decreased in August as the labor market cooled, gasoline prices continued to increase, and higher interest rates caused larger purchases to be postponed. However, most consumers polled are less concerned of a recession.

The Consumer Price Index (CPI) rose 0.6% in August and 3.7% over last year, with more than half of the increase attributed to the rise in gasoline prices, followed by airfare and higher costs for auto insurance. In the upcoming months there are issues to watch that may place additional pressure on prices, most notably the decision by Saudi Arabia to cut oil production, followed by the United Auto Workers union decision to strike. The Producer Price Index (PPI), which measures the prices paid by wholesalers, increased 0.7% for the month of August and 1.6% for the year. That is the biggest monthly increase since June 2022. PPI is considered a forward-looking inflation measure as it tracks prices in the pipeline for goods and services that eventually reach consumers. In August, housing starts dropped 11.3% while builder permits rose by 6.9%. Adding to the concerns are mortgage rates above 7% which may affect future housing starts as spending power is diminished for future homebuyers, especially first-time buyers. The Federal Reserve met on September 20th and held rates steady with the target interest rate remaining at 5.25% - 5.50%. They signaled they may hike interest rates one more time this cycle and then leave rates higher for longer. They will meet next on November 1, 2023.

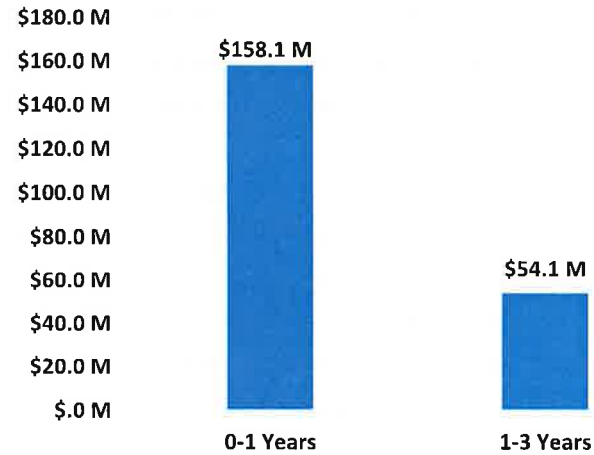


OCFA'S PORTFOLIO HAS AMPLE LIQUIDITY AS OF AUGUST 31, 2023

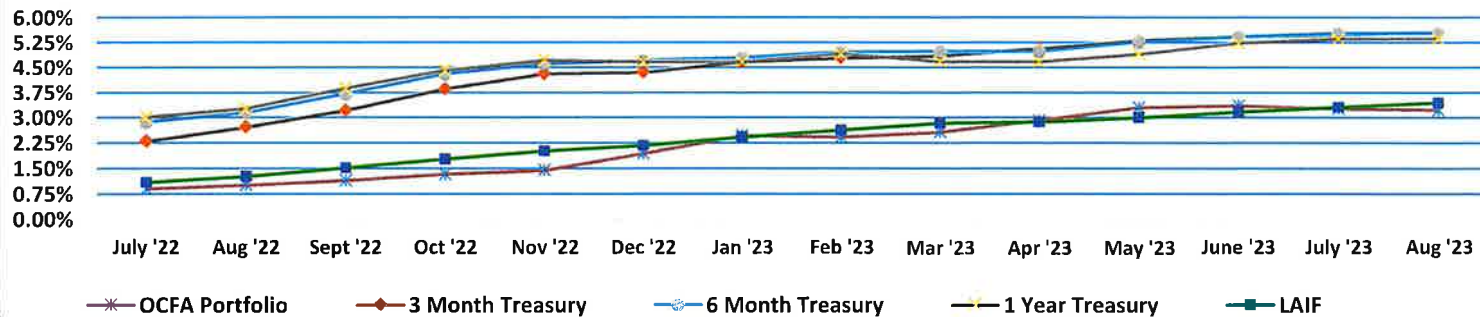
Market Value \$212,296,523



Aging Summary



12 Month Benchmarks





BENCHMARK COMPARISON AS OF AUGUST 31, 2023

<i>3 Month T-Bill:</i> 5.56%	<i>1 Year T-Bill:</i> 5.37%
<i>6 Month T-Bill:</i> 5.54%	<i>LAIF:</i> 3.43%
<i>OCFA Portfolio:</i> 3.22%	

PORTFOLIO SIZE, YIELD, & DURATION

	<u><i>Current Month</i></u>	<u><i>Prior Month</i></u>	<u><i>Prior Year</i></u>
<i>Book Value</i>	\$211,353,381	\$242,473,109	\$160,942,162
<i>Yield to Maturity (365 day)</i>	3.24%	3.36%	1.07%
<i>Effective Rate of Return</i>	3.22%	3.26%	1.01%
<i>Days to Maturity</i>	48	51	22



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
August 31, 2023

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

Investments	Par Value	See Note 1 on page 10	See Note 2 on page 10	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
		Market Value	Book Value					
Money Mkt Mutual Funds/Cash	27,888,025.68	27,888,025.68	27,888,025.68	12.91	1	1	5.003	5.073
Federal Agency Coupon Securities	81,450,000.00	77,267,810.50	81,451,153.14	37.71	1,318	34	0.553	0.560
Federal Agency Disc. -Amortizing	28,000,000.00	27,388,200.00	27,365,702.79	12.67	248	158	5.201	5.274
Treasury Discounts -Amortizing	54,000,000.00	53,519,680.00	53,537,562.78	24.79	152	60	5.174	5.246
Local Agency Investment Funds See Note 5 on page 10	25,753,000.49	25,362,288.82	25,753,000.49	11.92	1	1	3.387	3.434
	217,091,026.17	211,426,005.00	215,995,444.88	100.00%	567	48	3.200	3.244
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	870,518.58	870,518.58	870,518.58		1	1	0.000	0.000
Total Cash and Investments	217,961,544.75	212,296,523.58	216,865,963.46		567	48	3.200	3.244

Total Earnings	August 31 Month Ending	Fiscal Year To Date
Current Year	616,361.44	1,297,785.64
Average Daily Balance	225,458,439.79	238,492,829.92
Effective Rate of Return	3.22%	3.20%

"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

Patricia Jakubiak
 9/1/23

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 216,865,963.46
GASB 31 Adjustment to Books (See Note 3 on page 10)	\$ (5,512,582.65)
Total	\$ 211,353,380.81

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
August 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	See Note 1 on page 10	See Note 2 on page 10	Stated Rate	YTM/Call 365	Days to Mat./Call	Maturity Date
						Market Value	Book Value				
Money Mkt Mutual Funds/Cash											
SYS1042	1042	US Bank - Treasury Obligations			13,076,417.84	13,076,417.84	13,076,417.84	5.223	5.223	1	
SYS528	528	MUFG Treasury Obligations		07/01/2023	0.00	0.00	0.00	4.620	4.620	1	
SYS530	530	US Bancorp Sweep Account			14,811,607.84	14,811,607.84	14,811,607.84	4.940	4.940	1	
Subtotal and Average			14,541,308.63		27,888,025.68	27,888,025.68	27,888,025.68		5.073	1	
Federal Agency Coupon Securities											
3133EMLE0	1020	Federal Farm Credit Bank (Continuous Call)		12/23/2020	14,000,000.00	13,955,620.00	14,000,000.00	0.190	0.194	0	09/22/2023
3133EMWH1	1030	Federal Farm Credit Bank (Callable 10/21/2023)		04/22/2021	3,000,000.00	2,787,450.00	3,001,153.14	0.710	0.671	20	04/21/2025
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,143,800.00	12,000,000.00	0.720	0.720	0	04/28/2025
3130ALNY6	1025	Fed Home Loan Bank (Callable 9/30/2023)		03/30/2021	8,000,000.00	7,593,520.00	8,000,000.00	0.550	0.550	29	09/30/2024
3130ALTJ3	1029	Fed Home Loan Bank (Callable 10/08/2023)		04/22/2021	9,435,000.00	9,147,515.55	9,435,000.00	0.375	0.375	37	04/08/2024
3130ALVR2	1031	Fed Home Loan Bank (Callable 10/23/2023)		04/23/2021	11,015,000.00	10,423,824.95	11,015,000.00	0.520	0.520	52	10/23/2024
3130AM6P2	1034	Fed Home Loan Bank (Callable 10/29/2023)		04/29/2021	12,000,000.00	10,840,800.00	12,000,000.00	1.000	1.000	58	04/29/2026
3130AM6H0	1035	Fed Home Loan Bank (Callable 11/11/2023)		05/11/2021	12,000,000.00	11,375,280.00	12,000,000.00	0.550	0.550	71	10/11/2024
Subtotal and Average			81,451,180.57		81,450,000.00	77,267,810.50	81,451,153.14		0.560	34	
Federal Agency Disc. -Amortizing											
313384MW6	1080	Fed Home Loan Bank		04/20/2023	14,000,000.00	13,918,240.00	13,922,669.45	4.850	5.106	41	10/12/2023
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,469,960.00	13,443,033.34	5.115	5.447	280	06/07/2024
Subtotal and Average			27,307,573.62		28,000,000.00	27,388,200.00	27,365,702.79		5.274	158	
Treasury Discounts -Amortizing											
912796CQ0	1079	US Treasury Bill		04/20/2023	14,000,000.00	13,973,540.00	13,975,935.55	4.760	4.990	13	09/14/2023
912797FC6	1081	US Treasury Bill		05/18/2023	17,000,000.00	16,862,470.00	16,870,138.89	5.000	5.257	55	10/26/2023
912797FJ1	1083	US Treasury Bill		06/21/2023	14,000,000.00	13,858,180.00	13,863,418.36	5.090	5.339	69	11/09/2023
912797GC5	1096	US Treasury Bill		08/03/2023	9,000,000.00	8,825,490.00	8,828,069.98	5.210	5.483	132	01/11/2024
Subtotal and Average			74,631,182.94		54,000,000.00	53,519,680.00	53,537,562.78		5.246	60	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			25,753,000.49	25,362,288.82	25,753,000.49	3.434	3.434	1	
Subtotal and Average			27,527,194.04		25,753,000.49	25,362,288.82	25,753,000.49		3.434	1	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
August 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2023	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2023	0.00	0.00	0.00		0.000	1
SYS5	5	US Bancorp		07/01/2023	850,518.58	850,518.58	850,518.58		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			225,458,439.79		217,961,544.75	212,296,523.58	216,865,963.46		3.244	48

Orange County Fire Authority
In Service of Others!



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of September 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	(09/01/2023 - 09/01/2023)	7 Maturities	0 Payments	54,511,544.75	25.49%	54,511,544.75	54,120,833.08
Aging Interval:	1 - 30 days	(09/02/2023 - 10/01/2023)	2 Maturities	0 Payments	28,000,000.00	13.16%	27,975,935.55	27,929,160.00
Aging Interval:	31 - 60 days	(10/02/2023 - 10/31/2023)	2 Maturities	0 Payments	31,000,000.00	14.50%	30,792,808.34	30,780,710.00
Aging Interval:	61 - 90 days	(11/01/2023 - 11/30/2023)	1 Maturities	0 Payments	14,000,000.00	6.53%	13,863,418.36	13,858,180.00
Aging Interval:	91 - 120 days	(12/01/2023 - 12/30/2023)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	121 - 365 days	(12/31/2023 - 08/31/2024)	3 Maturities	0 Payments	32,435,000.00	14.81%	31,706,103.32	31,442,965.55
Aging Interval:	366 - 1095 days	(09/01/2024 - 08/31/2026)	6 Maturities	0 Payments	58,015,000.00	25.51%	58,016,153.14	54,164,674.95
Aging Interval:	1096 days and after	(09/01/2026 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
			Total for	21 Investments	0 Payments		216,865,963.46	212,296,523.58



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 \$5,512,582.65. The adjustment for June 30, 2023, includes a decrease of \$612,970.63 to the LAIF investment and a decrease of \$4,899,612.02 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.
- Note 5: The July 2023 average monthly effective yield posted by LAIF, was revised from 3.296% to 3.305%.



Local Agency Investment Fund (LAIF)

As of August 31, 2023, OCFA has \$25,753,000.49 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of June 30, 2023 is .984828499. When applied to OCFA's LAIF investment, the fair value is \$25,362,288.82 or \$390,711.67 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 August 31, 2023 is included on the following page.



State of California
Pooled Money Investment Account
Market Valuation
8/31/2023

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch.		
United States Treasury:				
Bills	\$ 22,023,789,518.08		\$ 22,394,918,000.00	NA
Notes	\$ 78,659,969,162.05		\$ 76,762,511,000.00	\$ 352,718,311.00
Federal Agency:				
SBA	\$ 294,597,465.19		\$ 293,910,724.75	\$ 1,303,888.28
MBS-REMICs	\$ 2,496,528.70		\$ 2,437,489.70	\$ 11,034.70
Debentures	\$ 8,171,256,546.87		\$ 8,011,534,400.00	\$ 53,443,992.40
Debentures FR	\$ -		\$ -	\$ -
Debentures CL	\$ 1,350,000,000.00		\$ 1,311,878,000.00	\$ 12,502,464.50
Discount Notes	\$ 27,765,399,791.62		\$ 28,146,053,000.00	NA
Supranational Debentures	\$ 3,270,170,437.63		\$ 3,203,417,800.00	\$ 22,878,064.10
Supranational Debentures FR	\$ -		\$ -	\$ -
CDs and YCDs FR	\$ -		\$ -	\$ -
Bank Notes	\$ 100,000,000.00		\$ 99,951,176.99	\$ 3,004,166.67
CDs and YCDs	\$ 12,650,000,000.00		\$ 12,644,810,352.00	\$ 238,227,250.00
Commercial Paper	\$ 7,748,831,013.87		\$ 7,834,453,944.44	NA
Corporate:				
Bonds FR	\$ -		\$ -	\$ -
Bonds	\$ 438,848,712.92		\$ 415,141,150.00	\$ 2,753,541.98
Repurchase Agreements	\$ -		\$ -	\$ -
Reverse Repurchase	\$ -		\$ -	\$ -
Time Deposits	\$ 5,203,000,000.00		\$ 5,203,000,000.00	NA
PMIA & GF Loans	\$ 380,513,000.00		\$ 380,513,000.00	NA
TOTAL	\$ 168,058,872,176.93		\$ 166,704,530,037.88	\$ 686,842,713.63

Fair Value Including Accrued Interest \$ 167,391,372,751.51

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

September 22, 2023



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
September 22, 2023

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

Investments	Par Value	See Note 1 on page 19	See Note 2 on page 19	% of Portfolio	Term	Days to Mat./Call	YTM/Call 360 Equiv.	YTM/Call 365 Equiv.
		Market Value	Book Value					
Money Mkt Mutual Funds/Cash	22,828,599.37	22,828,599.37	22,828,599.37	11.53	1	1	5.084	5.154
Federal Agency Coupon Securities	67,450,000.00	63,313,870.65	67,451,110.15	34.06	1,384	26	0.628	0.636
Federal Agency Disc. -Amortizing	28,000,000.00	27,473,320.00	27,450,958.89	13.86	248	136	5.201	5.274
Treasury Discounts -Amortizing	50,000,000.00	49,539,180.00	49,535,566.15	25.02	146	65	5.293	5.366
Local Agency Investment Funds	30,753,000.49	30,286,431.31	30,753,000.49	15.53	1	1	3.387	3.434
Investments	199,031,599.86	193,441,401.33	198,019,235.05	100.00%	542	44	3.371	3.418
Cash								
Passbook/Checking (not included in yield calculations)	136,876.71	136,876.71	136,876.71		1	1	0.000	0.000
Total Cash and Investments	199,168,476.57	193,578,278.04	198,156,111.76		542	44	3.371	3.418

Total Earnings	September 22 Month Ending	Fiscal Year To Date
Current Year	376,619.81	1,674,405.45
Average Daily Balance	203,465,472.25	229,318,998.15
Effective Rate of Return	3.07%	3.17%

"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 9/29/23

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)	\$ 198,156,111.76
GASB 31 Adjustment to Books (See Note 3 on page 19)	\$ (5,512,582.65)
Total	\$ 192,643,529.11

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
September 22, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	See Note 1 on page 19		See Note 2 on page 19		Stated Rate	YTM/Call 365	Days to Mat./Call	Maturity Date
					Par Value	Market Value	Book Value					
Money Mkt Mutual Funds/Cash												
SYS1042	1042	US Bank - Treasury Obligations			17,290,437.09	17,290,437.09	17,290,437.09	5.223	5.223	1		
SYS528	528	MUFG Treasury Obligations		07/01/2023	0.00	0.00	0.00	4.620	4.620	1		
SYS530	530	US Bancorp Sweep Account			5,538,162.28	5,538,162.28	5,538,162.28	4.940	4.940	1		
Subtotal and Average			17,113,130.31		22,828,599.37	22,828,599.37	22,828,599.37		5.154	1		
Federal Agency Coupon Securities												
3133EMWH1	1030	Federal Farm Credit Bank (Callable 10/21/2023)		04/22/2021	3,000,000.00	2,785,980.00	3,001,110.15	0.710	0.672	28	04/21/2025	
3133EMXS6	1032	Federal Farm Credit Bank (Continuous Call)		04/28/2021	12,000,000.00	11,136,480.00	12,000,000.00	0.720	0.720	8	04/28/2025	
3130ALNY6	1025	Fed Home Loan Bank (Callable 9/30/2023)		03/30/2021	8,000,000.00	7,602,400.00	8,000,000.00	0.550	0.550	7	09/30/2024	
3130ALTJ3	1029	Fed Home Loan Bank (Callable 10/08/2023)		04/22/2021	9,435,000.00	9,171,952.20	9,435,000.00	0.375	0.375	15	04/08/2024	
3130ALVR2	1031	Fed Home Loan Bank (Callable 10/23/2023)		04/23/2021	11,015,000.00	10,433,738.45	11,015,000.00	0.520	0.520	30	10/23/2024	
3130AM6P2	1034	Fed Home Loan Bank (Callable 10/29/2023)		04/29/2021	12,000,000.00	10,796,280.00	12,000,000.00	1.000	1.000	36	04/29/2026	
3130AM6H0	1035	Fed Home Loan Bank (Callable 11/11/2023)		05/11/2021	12,000,000.00	11,387,040.00	12,000,000.00	0.550	0.550	49	10/11/2024	
Subtotal and Average			80,814,767.03		67,450,000.00	63,313,870.65	67,451,110.15		0.636	26		
Federal Agency Disc. -Amortizing												
313384MW6	1080	Fed Home Loan Bank		04/20/2023	14,000,000.00	13,966,120.00	13,964,163.89	4.850	5.106	19	10/12/2023	
313384XV6	1095	Fed Home Loan Bank		07/20/2023	14,000,000.00	13,507,200.00	13,486,795.00	5.115	5.447	258	06/07/2024	
Subtotal and Average			27,410,268.48		28,000,000.00	27,473,320.00	27,450,958.89		5.274	136		
Treasury Discounts -Amortizing												
912797FC6	1081	US Treasury Bill		05/18/2023	17,000,000.00	16,922,820.00	16,922,083.33	5.000	5.257	33	10/26/2023	
912797FJ1	1083	US Treasury Bill		06/21/2023	14,000,000.00	13,907,600.00	13,906,966.13	5.090	5.339	47	11/09/2023	
912797GC5	1096	US Treasury Bill		08/03/2023	9,000,000.00	8,857,260.00	8,856,724.99	5.210	5.483	110	01/11/2024	
912797FW2	1097	US Treasury Bill		09/14/2023	10,000,000.00	9,851,500.00	9,849,791.70	5.250	5.486	103	01/04/2024	
Subtotal and Average			51,919,760.48		50,000,000.00	49,539,180.00	49,535,566.15		5.366	65		
Local Agency Investment Funds												
SYS336	336	Local Agency Invstmt Fund			30,753,000.49	30,286,431.31	30,753,000.49	3.434	3.434	1		
Subtotal and Average			26,207,545.94		30,753,000.49	30,286,431.31	30,753,000.49		3.434	1		

**ORANGE COUNTY FIRE AUTHORITY
 Portfolio Management
 Portfolio Details - Cash
 September 22, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Mat./Call
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2023	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2023	0.00	0.00	0.00		0.000	1
SYS5	5	US Bancorp		07/01/2023	116,876.71	116,876.71	116,876.71		0.000	1
		Average Balance	0.00							1
Total Cash and Investments			203,465,472.25		199,168,476.57	193,578,278.04	198,156,111.76		3.418	44

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of September 23, 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	(09/23/2023 - 09/23/2023)	7 Maturities	0 Payments	53,718,476.67	27.61%	53,718,476.67	53,261,907.39
Aging Interval:	1 - 30 days	(09/24/2023 - 10/23/2023)	1 Maturities	0 Payments	14,000,000.00	7.21%	13,964,163.89	13,966,120.00
Aging Interval:	31 - 60 days	(10/24/2023 - 11/22/2023)	2 Maturities	0 Payments	31,000,000.00	16.93%	30,829,049.46	30,830,420.00
Aging Interval:	61 - 90 days	(11/23/2023 - 12/22/2023)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	91 - 120 days	(12/23/2023 - 01/21/2024)	2 Maturities	0 Payments	19,000,000.00	9.66%	18,706,516.69	18,708,760.00
Aging Interval:	121 - 365 days	(01/22/2024 - 09/22/2024)	2 Maturities	0 Payments	23,436,000.00	11.72%	22,921,795.00	22,679,162.20
Aging Interval:	366 - 1095 days	(09/23/2024 - 09/22/2026)	6 Maturities	0 Payments	58,016,000.00	27.97%	58,016,110.16	54,141,918.45
Aging Interval:	1096 days and after	(09/23/2026 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			20 Investments	0 Payments		100.00	198,156,111.76	193,678,278.04



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, 2023 includes a decrease of \$612,970.63 to the LAIF investment and a decrease of \$4,899,612.02 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
October 17, 2023

Agenda Item No. 2C
Consent Calendar

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

Contact(s) for Further Information

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

Nick Freeman, Division Chief nicholasfreeman@ocfa.org 949.341.0294

Summary

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

Prior Board/Committee Action

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 October 26, 2023, with the Budget and Finance Committee's recommendation that the Board approve a Budget Adjustment in Fund 121 to increase revenue and expenditures by \$460,563.64 for the grant program award.

Impact to Cities/County

Not Applicable.

Fiscal Impact

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

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

Background

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

To ensure these funding sources did not undermine the process already in place, all principal parties involved formed a collaborative regional effort to facilitate the needs for the entire operational area. This ensured the funds were utilized to provide for the region and not one particular jurisdiction. Beginning in FY 2006, DHS combined the Anaheim UASI and the Santa Ana UASI into a single Urban Area. The cities of Anaheim and Santa Ana share the grant administrative responsibilities, annually alternating the function of lead administrative agency. The City of Santa Ana is the lead agency for FY 2021 funding. Utilizing the goals and objectives developed by the Urban Area Working Group, priorities were established in the allowable grant categories of equipment, training, organization, and planning.

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

Attachment(s)

Grant Sub-Recipient Award Amendment



ANAHEIM POLICE DEPARTMENT
TO MAINTAIN A SAFE COMMUNITY TO LIVE, WORK, AND PLAY

August 9, 2023

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

SUBJECT: Notification of Sub-Recipient Award
Fiscal Year (FY) 2022 Urban Area Security Initiative (UASI) Program
Grant #2022-0043, Cal OES #059-95010; CFDA# 97.067
Sub-Recipient Performance Period: August 9, 2023 to March 31, 2025

Requesting Jurisdiction: Orange County Fire Authority
UEI #: LQJ6V7K37UZ3

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

Total Award: \$460,563.64

Dear Mr. Fennessy:

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

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

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

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

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

Regional Training Program – Instructor Participation

Police Department: \$5,563.64

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

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

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

Sincerely,



RICHARD LAROCHELLE, JR.
Lieutenant

CC: AUTHORIZED AGENT

Brian Fennessy, Fire Chief
Orange County Fire Authority

Date



ANAHEIM/SANTA ANA UASI GRANT PROGRAM

SUB-RECIPIENT GRANTS MANAGEMENT ASSESSMENT

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

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

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

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

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

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

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



FY2022 Urban Areas Security Initiative Grant Program

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

August 2023

FY2022 Anaheim/Santa Ana UASI Sub-Recipient Grant Guide

PURPOSE AND ORGANIZATION OF THIS GUIDE

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

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

FY2022 Anaheim/Santa Ana UASI Sub-Recipient Grant Guide

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Anaheim/Santa Ana UASI Grant Office Contact Information

Mailing Addresses:

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UASI Grant Office
60 Civic Center Plaza
Santa Ana, CA 92701
Fax: (714) 245-8098

Anaheim Police Department
UASI Grant Office
425 S. Harbor Blvd
Anaheim, CA 92805

UASI Grant Office Contact Information:

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Part 1 – FY22 UASI Grant Overview

Overview

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

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

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

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

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

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

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

Table 1: 32 Core Capabilities by Mission Area

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

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

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

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

FY22 Homeland Security Grant Program Priorities

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

FY22 Anaheim/Santa Ana UASI Projects

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

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

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

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

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

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

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

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

Anaheim/ Santa Ana Urban Area Working Group (UAWG)

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

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

FY22 UASI Grant Performance Period

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

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

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

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

Federal Grant Guidance:

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

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California State Grant Guidance:

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

Administrative, Cost Principles, and Audit Guidelines:

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

Entities Covered by the FY22 UASI Grant Program*

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

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

Part 2 – Pre-Award Guidelines

Sub-recipient Agreement/Eligibility Packets:

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

FY2022 Anaheim/Santa Ana UASI Sub-Recipient Grant Guide

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

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

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

Deadline to Submit Eligibility Packet and Agreement:

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

Part 3 – Project Application Guidelines

Overview

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

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

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

Supplanting

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

Project Application Process

The project funding application process is outlined below:

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

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

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

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

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

Environmental and Historic Preservation Requirements

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

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

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

Notification of Award

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

Project Modifications

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

Part 4 – Reporting Requirements, Procurement, and Reimbursements

Procurement

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

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

Selection of Procurement Method

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

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

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

Reasonableness of Cost/Price

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

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

Conflicts of Interest

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

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

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

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

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

Documentation

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

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

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- The basis of the contract price.

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

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

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

Performance Bonds

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

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

Indirect Costs (Facilities and Administration)

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

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

Training Program Overview

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

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

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

Regional Training

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

Reimbursement Guidelines

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

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

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

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

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

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

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

Exercise Program Overview

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

The following documentation is required for reimbursement:

Equipment/Planning Reimbursement Documentation:

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

Training Reimbursements Documentation:

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

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

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

Deadline to Submit for Reimbursement

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

Part 5 – Financial and Equipment Monitoring Requirements

Monitoring Program Overview

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

Procurements

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

Equipment

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

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

Physical Inventory

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

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

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

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

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

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

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

Maintenance & Disposal

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

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

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

Part 6 – Closeout Procedures

Notification of Closeout

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

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

Record Retention

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

Part 7 – Conclusion and Timeline

Conclusion

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

FY22 UASI Grant Timeline

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

AGREEMENT

SUB-RECIPIENT: ORANGE COUNTY FIRE AUTHORITY

City Contract Number _____

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EXHIBITS

Exhibit A	CalOES FY2022 Grant Assurances
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Exhibit C	Certification Regarding Lobbying

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

BETWEEN
THE CITY OF ANAHEIM
AND ORANGE COUNTY FIRE AUTHORITY

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

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

§102. Representatives of the Parties and Service of Notices

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

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

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

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

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

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

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

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

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

II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

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

§202. Use of Grant Funds

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

Any equipment acquired or obtained with Grant Funds:

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

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

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

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

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

III
PAYMENT

§301. Payment of Grant Funds and Method of Payment

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

IV
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

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

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

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

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

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

§407. Permits

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

§408. Bonds

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

§409. Indemnification

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

§410. Conflict of Interest

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

between said person and the Contractor.

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

§411. Restriction on Disclosures

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

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance With Grant Assurances

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

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

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

1. Office of Management and Budget (OMB) Circulars

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

2. Single Audit Act

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

3. Records Maintenance

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

4. Subcontracts and Procurement

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

construction subcontracts.

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

5. Civil Rights

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

6. Telecommunications (2 CFR 200.216)

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

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

C. Statutes and Regulations Applicable To This Particular Grant

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

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

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

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

2. Travel Expenses

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

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

3. Noncompliance

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

§413. Federal, State and Local Taxes

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

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

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

B. Rights to Use Inventions

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

C. Copyright Policy

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

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

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

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

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Amendments

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

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

VI
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

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

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

ATTEST:

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

By: _____
Theresa Bass
Clerk of the Council

By: _____
Rick Armendariz
Chief of Police

SUB-RECIPIENT
ORANGE COUNTY FIRE AUTHORITY
UEI No. LQJ6V7K37UZ3

APPROVED AS TO FORM:

By: _____

By: _____
Kristin Pelletier
Chief Assistant City Attorney

Printed Name Brian Fennessy

Title Fire Chief

APPROVED AS TO FORM

By: _____

Printed Name David Kendig

Title General Counsel

EXHIBIT A

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

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

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

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

Federal Regulations

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

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

1. Proof of Authority

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

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

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

Initials _____

2. Period of Performance

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

3. Lobbying and Political Activities

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

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

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

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

4. Debarment and Suspension

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

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

Initials _____

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

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

5. Non-Discrimination and Equal Employment Opportunity

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

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

Initials _____

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

6. Drug-Free Workplace

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

7. Environmental Standards

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

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

Initials _____

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

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

8. Audits

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

9. Cooperation and Access to Records

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

10. Conflict of Interest

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

11. Financial Management

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

12. Reporting - Accountability

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

13. Whistleblower Protections

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

Initials _____

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

16. Worker's Compensation

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

17. Property-Related

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

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

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

Initials _____

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

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

19. Use of Cellular Device While Driving is Prohibited

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

20. California Public Records Act and Freedom of Information Act

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

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

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

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

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

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

24. Copyright

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

Initials _____

25. Duplication of Benefits

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

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

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

28. Fly America Act of 1974

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

29. Hotel and Motel Fire Safety Act of 1990

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

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

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

32. SAFECOM

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

Initials _____

33. Terrorist Financing

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

34. Reporting of Matters Related to Recipient Integrity and Performance

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

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

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

37. Performance Goals

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

38. Applicability of DHS Standard Terms and Conditions to Tribes

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

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

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

Initials _____

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

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

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

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

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IMPORTANT

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

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

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

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

Applicant/Subrecipient: Orange County Fire Authority

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Brian Fennessy

Title: Fire Chief Date: _____

Initials _____

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

Authorized Agent Signature

Brian Fennessy

Printed or Typed Name

Fire Chief

Title

Address: 1 Fire Authority Road

Irvine, CA 92602

INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

AGREEMENT NUMBER: _____

Orange County Fire Authority

AGENCY

Brian Fennessy, Fire Chief

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE



Orange County Fire Authority
AGENDA STAFF REPORT

Budget and Finance Committee Meeting
October 17, 2023

Agenda Item No. 3A
Discussion Calendar

**Prefunding of CIP Projects Policy Review Process -
Review of OCFA Operating and CIP Funding Mechanism**

Contact(s) for Further Information

Lori Zeller, Deputy Chief
Administration & Support Bureau

lorizeller@ocfa.org

714.573.6020

Robert Cortez, Assistant Chief
Business Services Department

robertcortez@ocfa.org

714.573.6012

Summary

This agenda item is provided to the Budget & Finance Committee to continue the review process for the prefunding of Capital Improvement Program (CIP) Projects. At this meeting, staff will provide a review of OCFA Operating and CIP Funding Mechanism.

Prior Board/Committee Action(s)

At the February 23, 2023, meeting of the Board of Directors, the Board directed staff to work with the Budget and Finance Committee to consider prefunding of capital improvement projects, with a recommendation to direct staff to return the item to the Board of Directors for future discussion.

At the July 12, 2023, meeting of the Budget and Finance Committee, the Committee approved the review process that will be utilized to educate and inform our policymakers regarding OCFA's current CIP policies and funding mechanism, best practices, and ultimately to develop options and recommendations for the prefunding of future CIP Projects.

At the September 13, 2023, meeting of the Budget and Finance Committee, the committee received and filed an overview of OCFA's Capital Improvement Program.

RECOMMENDED ACTION(S)

Receive and file a review of OCFA Operating and CIP Funding Mechanism.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The fiscal impact will be further developed as part of a future CIP Prefunding review process.

Background

During the January 18, 2023, Board of Directors Meeting, Director Tetterer requested that an item be agendaized at the following meeting to seek interest from the Board for the development of a policy to prefund the CIP. At the February 23, 2023, Board of Directors Meeting, Director Tetterer introduced the item titled, "Establish a Policy to Prefund Capital Improvement Program Projects." Following Board discussion, on motion by Director Tetterer and second by Director

Shawver, and following a roll call vote, the OCFA Board approved 24-0 (Director Bourne absent) to direct staff to work with the Budget and Finance Committee to consider prefunding of capital improvement projects, with a recommendation to direct staff to return the item to the Board of Directors for future discussion.

Review Process: Prefunding of CIP Projects Policy

The OCFA's Budget and Finance Committee (B&FC) will be utilized to conduct the Review Process, with delivery of its findings and recommendations to the Board of Directors upon completion. As a result, staff developed the following review process, to educate and inform our policy-makers regarding OCFA's current CIP policies and funding mechanism, review sample policies and best practices, and ultimately to develop options and recommendations for Board consideration regarding the prefunding of future CIP Projects. The B&FC approved the review process at its July 12, 2023 meeting.

The review process is sequenced in a manner to facilitate a thorough education followed by the review of policy options, and recommendations. The review process and work plan includes:

1. Overview of OCFA's Capital Improvement Program
2. Review of OCFA Operating and CIP Funding Mechanism
3. Review of CIP Sample Policies and Best Practices
4. Prefunding CIP Options
5. Development of Recommendations for Board Consideration

The B&FC will be provided ample time for completion of this important review and the Committee anticipates that the work plan will require approximately six months or longer to complete.

Current Months Topic: Review of OCFA Operating and CIP Funding Mechanism

Staff will present an overview of the JPA Agreement funding provisions to educate the Committee on the differences between Structural Fire Fund (SFF) and Cash Contract City (CCC) funding structure. The presentation will include a review of the Board approved 5-year Financial Forecast and explain how the Operating budget provides funding to the CIP. Furthermore, staff will provide a summary of current financial policies that provide the framework to ensure financial stability.

Next Month's Topic: Review of CIP Sample Policies and Best Practices

The Committee will review the results of a CIP policy survey conducted on OCFA partner cities/County and other surrounding agencies. Additionally, staff will present best practices gathered from government/finance professional organizations such as the Government Finance Officers Association (GFOA), California Society of Municipal Financial Officers (CSMFO) and other professional organizations. The survey results and best practices will guide the development of options to consider for the prefunding of the CIP.

Attachment(s)

None.

Review of OCFA Operating and CIP Funding Mechanism

Budget & Finance Committee

October 17, 2023

Item 3A



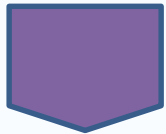
Agenda



JPA Agreement



Member Agency Financial Structure



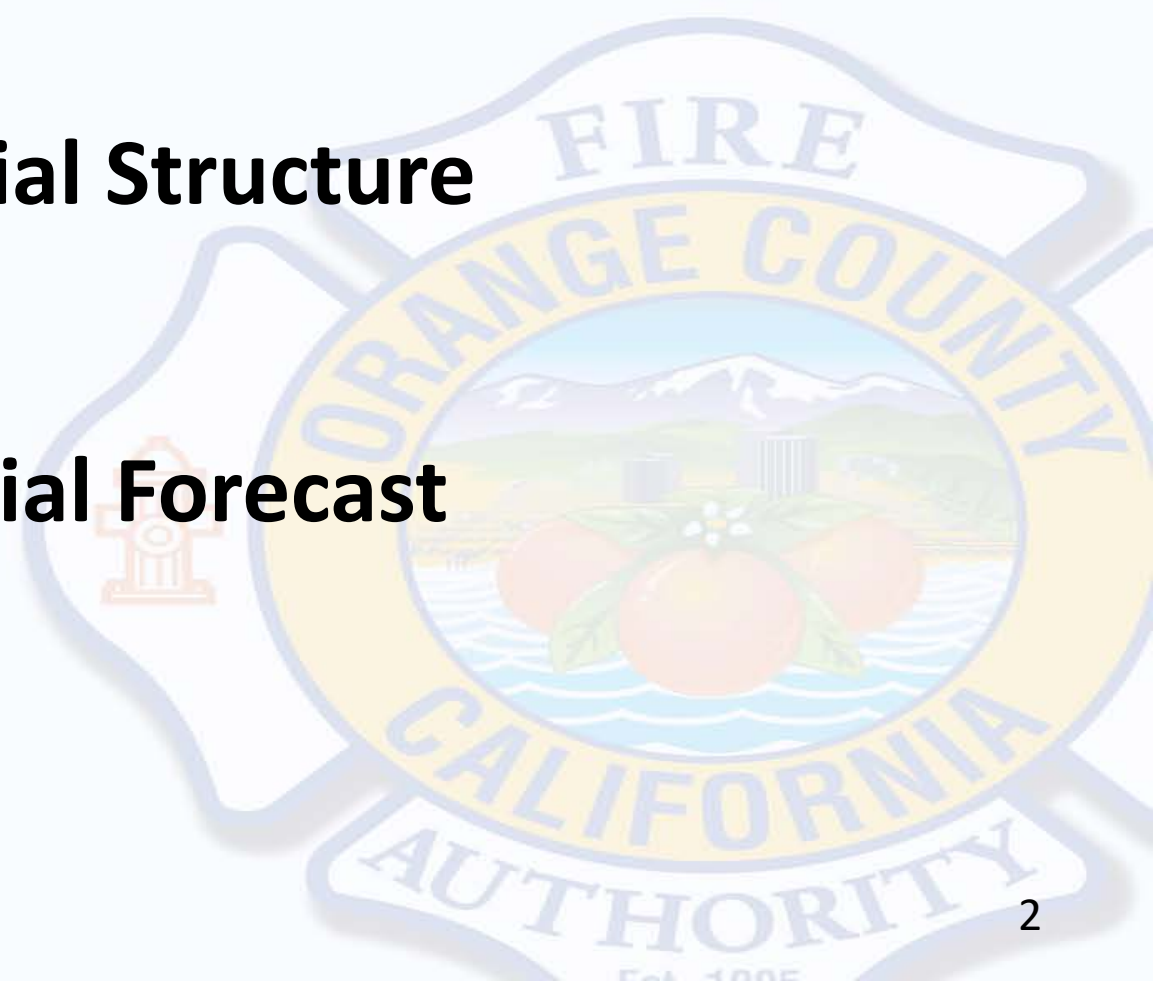
Fiscal Health Policies



Review of 5-Year Financial Forecast



Key Takeaways



JPA Agreement

- Article IV Funding of Fire Operations:
 - Contributions from Structural Fire Fund (SFF)
 - Contributions from Cash Contract Cities (CCC)
 - Service Charge: consists solely of the annual cost for operational services consistent with the cost calculation methodology
 - Cap on annual adjustments of 4.5% - excess amount to be banked
 - Participation in vehicle replacement/depreciation program
 - Participation in facilities maintenance (\$15K per station)

JPA Agreement

- Article VI Property Rights - Section 1 Vehicles, Equipment, Facilities and Property:
 - Capital improvements to stations owned by the Authority shall be the responsibility of the Authority
 - Capital improvements to CCC owned stations and facilities, within their jurisdictions, shall be the responsibility of each member
 - CCC shall participate in funding the Authority's equipment and vehicle replacement/depreciation programs

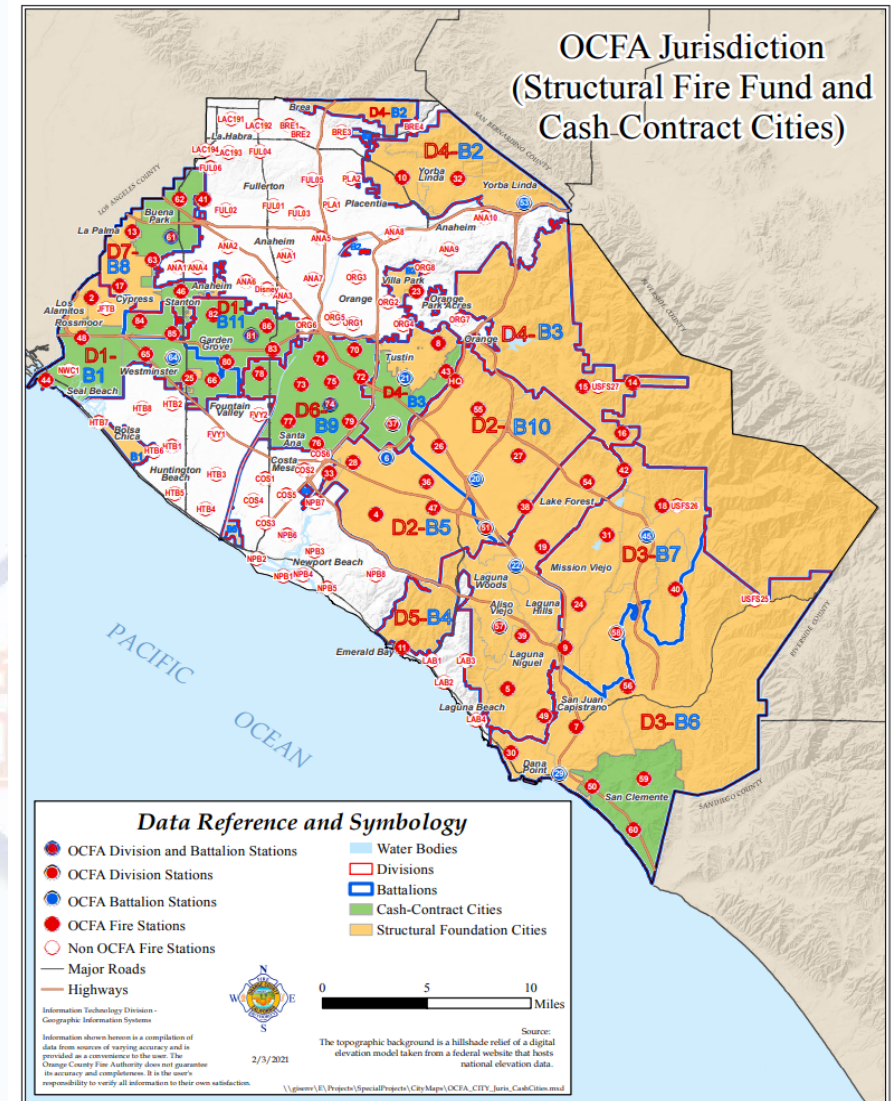
JPA Agreement

Amendments to the JPA Agreement:

- Some JPA provisions can be amended with approval by two-thirds (16) of the individual members agencies
- Some JPA provisions can only be amended by unanimous approval of all individual members of the OCFA
- No amendment shall change the cap, cost calculation methodology or length of term during the pendency of any term (Article IX)

Member Agency Financial Structure

- OCFA's membership is comprised of 23 cities and the County of Orange (unincorporated)
- Funding of OCFA's services for these 24 members is achieved through two types of financial structures:
 - **Structural Fire Fund (SFF)** – 16 of 24
 - **Cash Contract Cities (CCC)** – 8 of 24



Member Agency Financial Structure

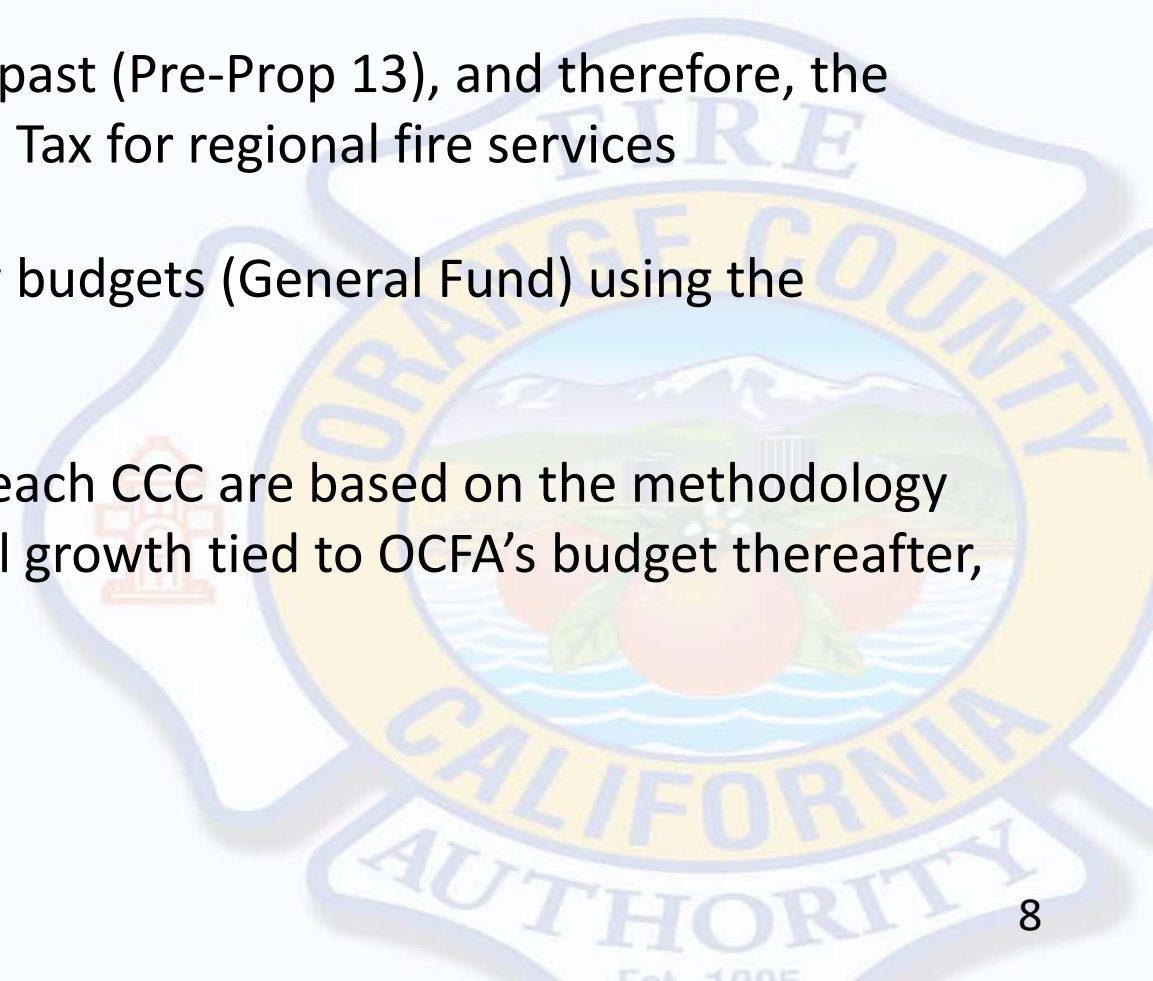
Structural Fire Fund (SFF) – 16 of 24 OCFA Member Agencies

- Fire services provided to SFF members are funded by property taxes; revenue and expenses for OCFA's services are not processed through SFF member agency budgets
- The SFF Tax (part of the 1% property tax) is collected from property owners in the SFF region, accumulated in a SFF tax-apportionment fund administered by the County, and transmitted to OCFA pursuant to the JPA
- The SFF Tax was historically assessed Pre-Prop 13 as an element of property taxes for regional fire services, and remained a portion of property taxes Post-Prop-13
- Since California property taxes are set by statutes, OCFA has no control over the amounts received from the SFF regional tax revenue

Member Agency Financial Structure

Cash Contract Cities (CCC) – 8 of 24 OCFA Member Agencies

- Each CCC had their own city fire department in the past (Pre-Prop 13), and therefore, the properties in these cities were not assessed the SFF Tax for regional fire services
- Each CCC pays for OCFA's services through their city budgets (General Fund) using the revenue sources that each city has available
- Pursuant to the JPA, OCFA's charges for services to each CCC are based on the methodology that was in place when each city joined, plus annual growth tied to OCFA's budget thereafter, not-to-exceed an annual cap of 4.5%



Fiscal Health & Financial Stability Policies

Fiscal Health Plan

Consistent with the GFOA best practices in financial reporting, the Plan establishes a framework for ensuring an ongoing focus on fiscal health and a general process to ensure timely and appropriate response to adverse fiscal circumstances. OCFA's finances are overseen by the Board, Exec. Committee, B&FC, City Managers B&FC, OCFA Exec. Management and Business Services Department staff. There are six key elements to the plan:

1. Maintaining Minimum Fund Balance at Policy Levels
2. Adherence to established Key Fiscal guiding principals (balanced budget, use of ongoing revenues for ongoing expenditures, adherence to adopted procurement policies, etc.)
3. Monitoring of Fiscal Performance
4. Assessment of Short or Long-Term Fiscal Problems
5. Identifying Options to Address Fiscal problems
6. Implementation of Fiscal Health Action Plan

Financial Stability Budget Policy

Guides OCFA's budget actions toward maintaining long-term financial stability and to establish fund levels and annual funding targets for the Authority's General Fund and CIP Funds. Establish Fund balances for 5-year CIP and to facilitate accelerated payment of unfunded liabilities.

Five-Year Financial Forecast

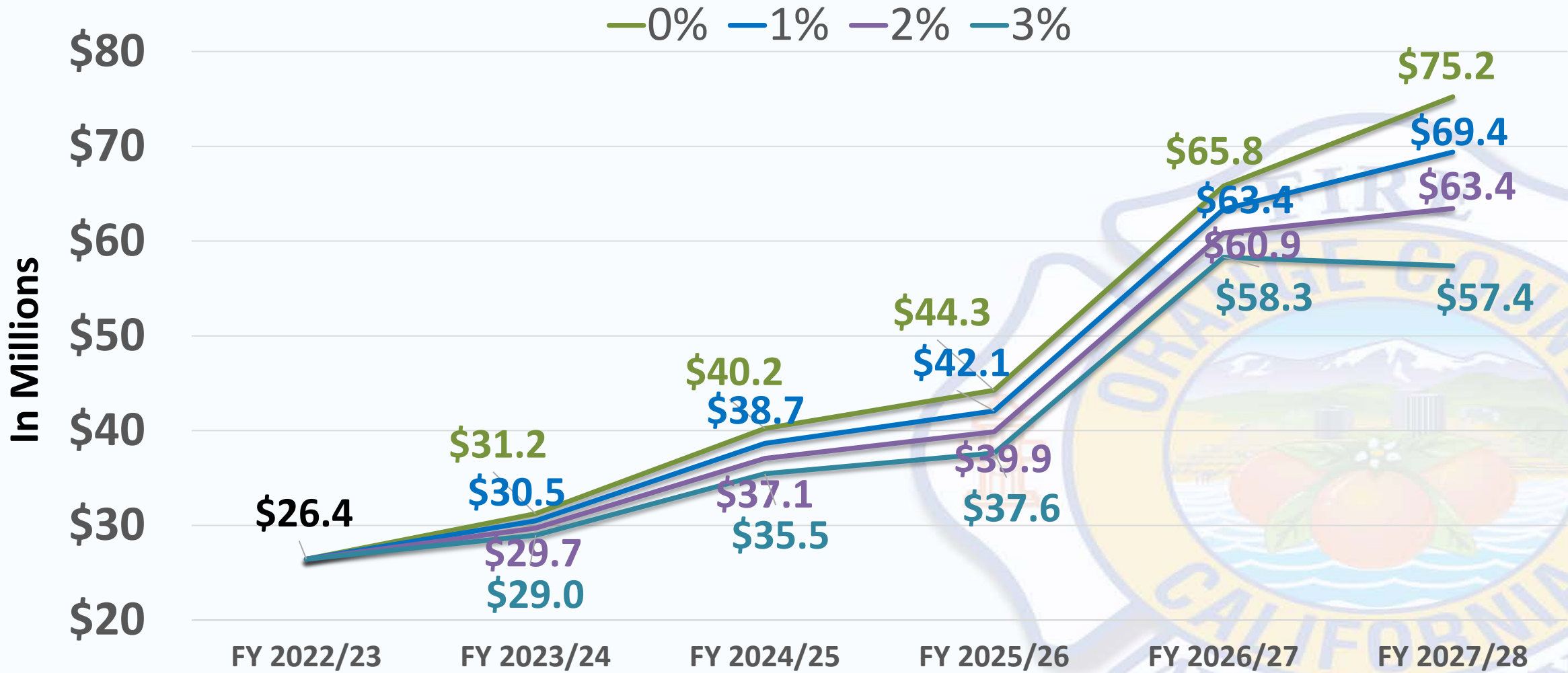
Scenario 4 – 3% Salary Increases after MOU Expiration

	<i>Adjusted</i> FY 2022/23	<i>Year 1</i> FY 2023/24	<i>Year 2</i> FY 2024/25	<i>Year 3</i> FY 2025/26	<i>Year 4</i> FY 2026/27	<i>Year 5</i> FY 2027/28
Beginning Fund Balance	223,899,954	218,740,577	237,119,743	262,094,513	286,830,723	318,129,259
General Fund Revenue	583,968,810	530,366,518	555,945,817	570,971,395	574,300,024	591,095,946
General Fund Expenditures	538,416,573	478,173,013	496,638,945	503,409,827	481,354,290	497,910,977
Paydown of UAAL/Retiree Medical	17,787,217	20,772,547	21,814,115	29,242,631	34,647,456	35,807,106
Total General Fund Expenditures	556,203,790	498,945,560	518,453,060	532,652,458	516,001,746	533,718,083
Net General Fund Revenue	27,765,020	31,420,958	37,492,757	38,318,937	58,298,278	57,377,863
Less Incremental Increase in 10% GF Op. Cont.	1,327,288	2,456,508	2,042,678	677,088	-	-
General Fund Surplus / (Deficit)	26,437,732	28,964,450	35,450,079	37,641,849	58,298,278	57,377,863
Operating Transfers to CIP Funds	26,437,732	28,964,450	35,450,079	37,641,849	58,298,278	57,377,863
Paydown of UAAL/Retiree Med. from GF Surplus	-	-	-	-	-	-
CIP Revenue	105,006,252	34,482,299	39,420,600	41,280,970	62,125,447	60,977,021
CIP Expenditures	123,737,950	37,573,250	37,693,220	35,962,110	50,026,330	55,618,500
CIP Surplus / (Deficit)	(18,731,698)	(3,090,951)	1,727,380	5,318,860	12,099,117	5,358,521
Other Fund Revenue	33,422,757	34,475,590	36,073,928	37,739,540	39,537,145	41,426,887
Other Fund Expenditures	23,712,698	19,793,125	21,825,188	23,891,233	25,906,060	26,663,202
Other Fund Surplus / (Deficit)	9,710,059	14,682,465	14,248,740	13,848,307	13,631,085	14,763,685
Ending CIP Fund Balance	5,518,652	2,427,701	4,155,081	9,473,941	21,889,916	27,248,436
Ending Fund Balance	218,740,577	237,119,743	262,094,513	286,830,723	318,129,259	344,526,206

*Includes Firefighter MOU increases approved by the Board on 3/23/2023

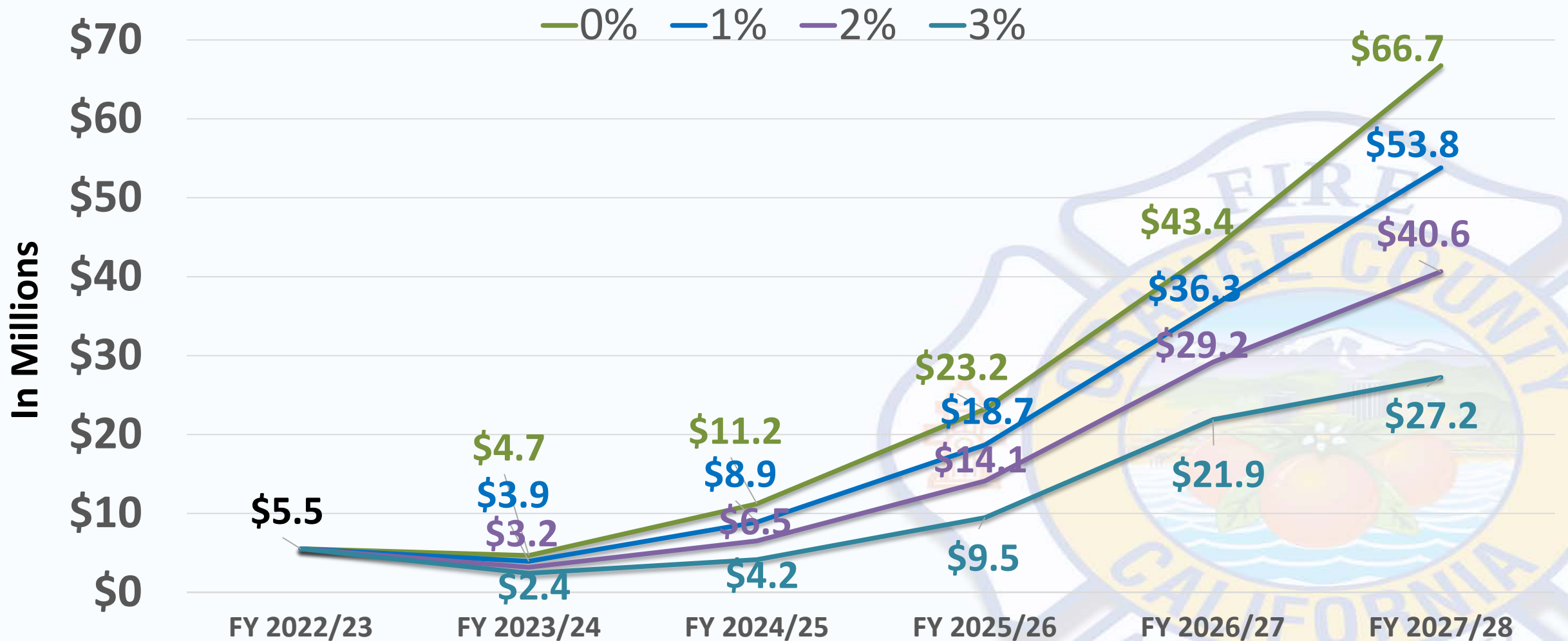
Five-Year Financial Forecast Scenarios

GF Surplus/(Deficit) – Yellow Line



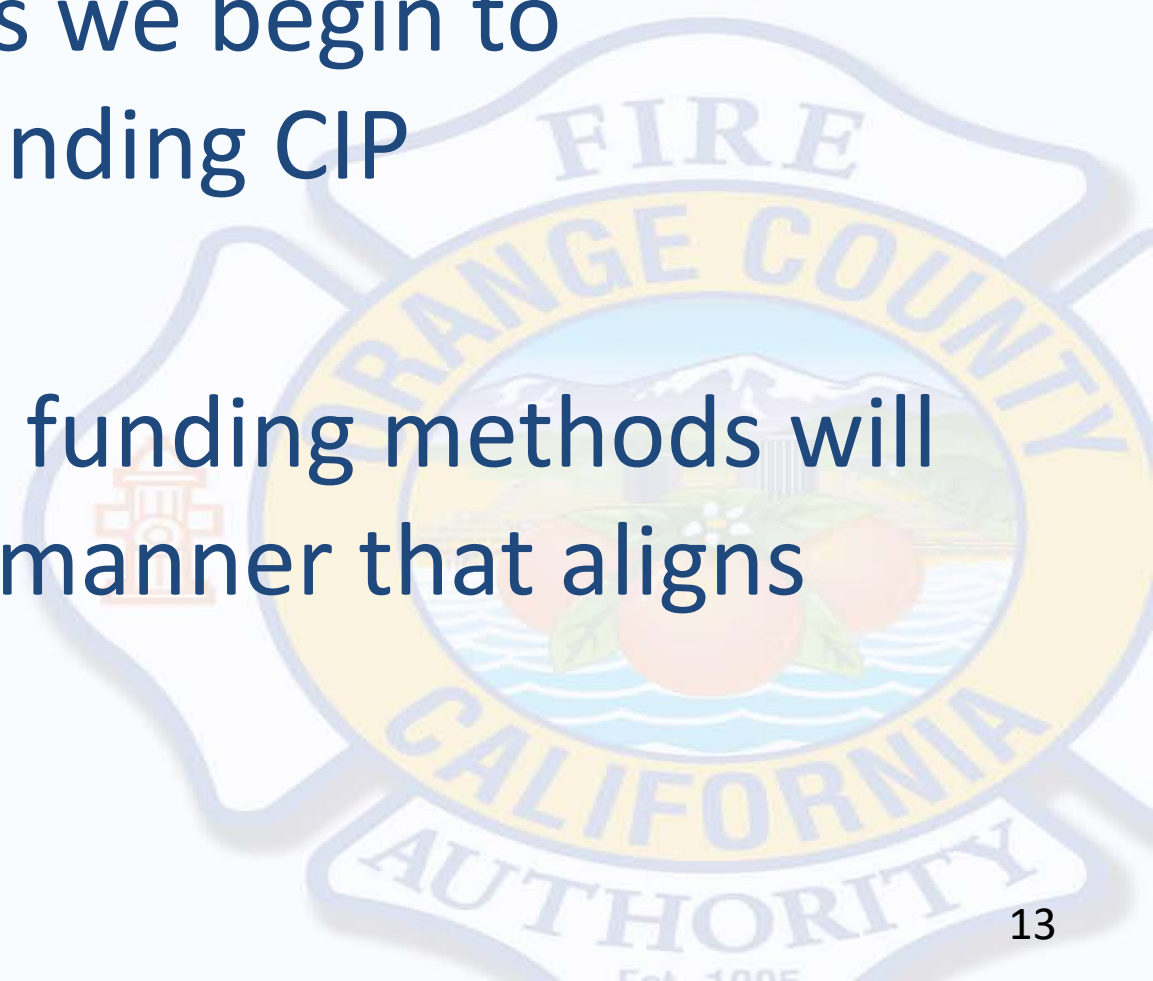
Five-Year Financial Forecast Scenarios

CIP Surplus/(Deficit) – Orange Line



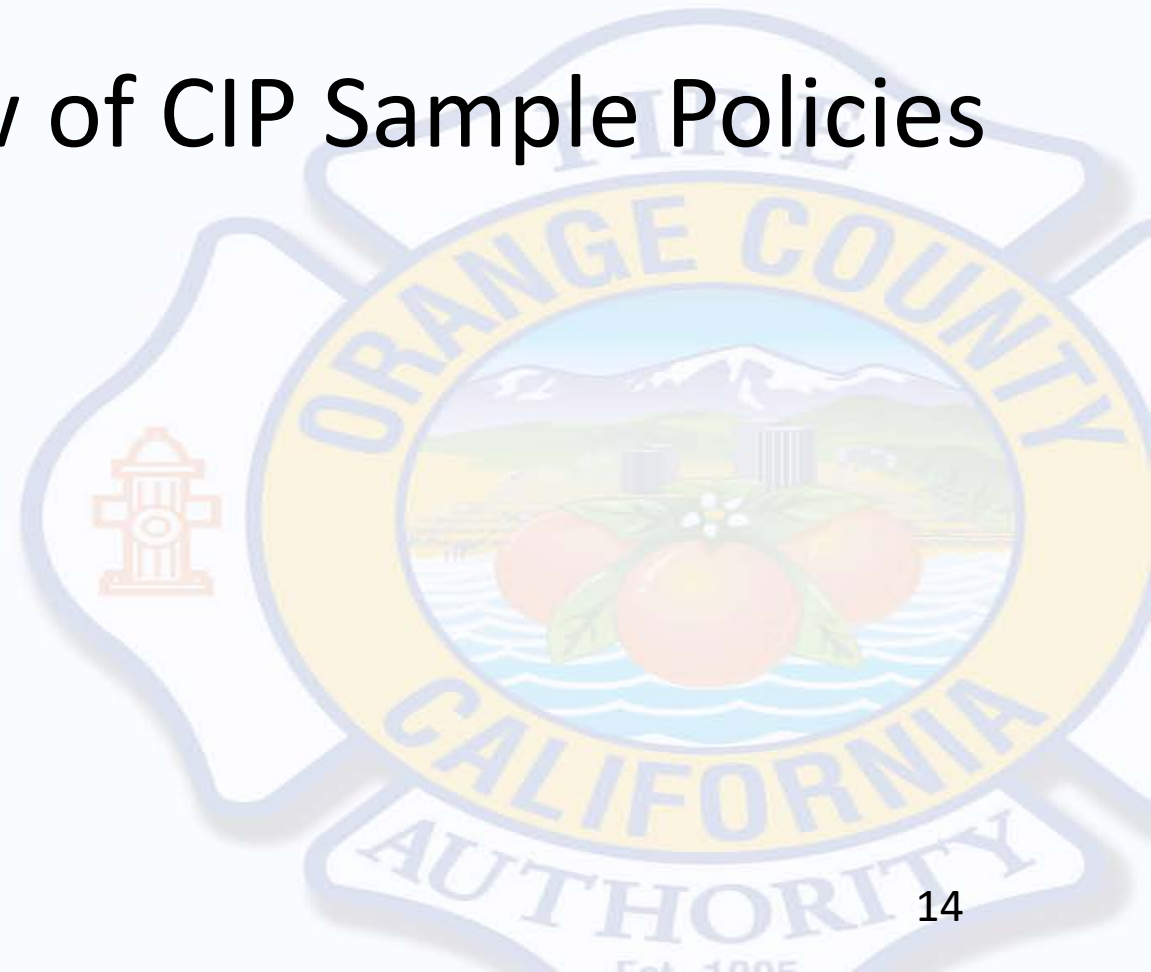
Key Takeaways from this October Review

- OCFA operates under a funding structure that needs to be understood as we begin to consider options for prefunding CIP
- The nuances of SFF & CCC funding methods will need to be navigated in a manner that aligns with the JPA terms.



CIP Prefunding Policy Review Process

Next Months Topic - Review of CIP Sample Policies and Best Practices



Questions / Comments

