



**Revised 03/20/15**

# **ORANGE COUNTY FIRE AUTHORITY**

## **AGENDA**

### **BOARD OF DIRECTORS REGULAR MEETING**

**Thursday, March 26, 2015**

**6:00 P.M.**

#### **Regional Fire Operations and Training Center**

##### **Board Room**

**1 Fire Authority Road**

**Irvine, CA 92602**

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

If you wish to speak before the Fire Authority Board, 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 being heard before the Board. Speaker Forms are available at the counters of both entryways of the Board Room.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

#### **CALL TO ORDER**

**INVOCATION** by OCFA Chaplain Jeff Hetschel

**PLEDGE OF ALLEGIANCE** by Director Robinson

#### **ROLL CALL**

#### **PRESENTATIONS**

##### **1. Requests for Commendations and Proclamations**

Submitted by: Sherry Wentz, Clerk of the Authority

- A. Length of Service Recognitions
- B. Wildfire Awareness Week Proclamation
- C. Drowning Prevention Proclamation
- D. Proposed Resolution recognizing 9-1-1 Hero Nicole Suarez, Tustin

Recommended Action:

Approve requests as submitted and make presentations to those present.

**PUBLIC COMMENTS**

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 Board on items within the Board's 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 Board as a whole, and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

The Agenda and Minutes are now available through the Internet at [www.ocfa.org](http://www.ocfa.org). You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Board of Directors meeting.

**REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR****REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR****REPORT FROM THE CLAIMS SETTLEMENT COMMITTEE CHAIR****REPORT FROM THE FIRE CHIEF**

- Pulse Point

**2. MINUTES****A. Minutes from February 26, 2015, Regular Board of Directors Meeting**

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

**3. CONSENT CALENDAR****A. Adoption of Ticket and Passes Distribution and Payments Policies**

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Action:

Adopt the proposed Ticket and Passes Distribution Policy and Payments Policy.

**B. Adoption of Board Teleconferencing Policy**

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Action:

Adopt the proposed Teleconferencing Policy.

**C. FY 2014/15 Mid-Year Budget Adjustment**

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Action:

Authorize the proposed mid-year budget adjustments.

**D. 2014 Homeland Security Grant Program Agreement to Transfer Property or Funds**  
Submitted by: Dave Thomas, Assistant Chief/Operations Department

Recommended Actions:

1. Adopt the proposed Resolution authorizing the Fire Chief, or his designee, to execute the Agreement to Transfer Property or Funds for 2014 Homeland Security Grant Program Purposes.
2. Increase revenue and appropriations in the FY 2014/15 General Fund by \$160,000 for the Fire Captain position at the Orange County Intelligence Assessment Center.

**E. Reserve Firefighter Program Status Update**

Submitted by: Dave Thomas, Assistant Chief/Operations Department

Recommended Action:

Receive and file the report.

**F. Grant Acceptance for State Responsibility Area Fire Prevention Fund Program**

Submitted by: Sandy Cooney, Communications/Public Relations Director

Recommended Action:

Review and authorize the proposed mid-year budget adjustment to increase revenue and appropriations in the FY 2014/15 General Fund by \$110,000 for the development of a County-wide Wildfire Protection Plan.

**G. 911 Emergency Ambulance Contracts Advanced Life Support Billing/Reimbursement Agreements**

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Action:

Approve and authorize the Board Chair to sign the Advanced Life Support Billing Agreement in the form provided.

**END OF CONSENT CALENDAR**

**4. PUBLIC HEARING(S)**

No items.

**CLOSED SESSION**

**CS1. CONFERENCE WITH LABOR NEGOTIATOR**

Chief Negotiators: Jeremy Hammond, Human Resources Director, and  
Peter Brown, Liebert Cassidy Whitmore

Employee Organizations: Orange County Professional Firefighters Association,  
Local 3631 and Orange County Fire Authority  
Managers' Association

Authority: Government Code Section 54957.6

**CS2. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

Name of Case: Orange County Fire Authority and City of Irvine v All Persons  
Interested in the Matter of the Validity of that Second Amendment to  
Amended Joint Powers Authority

Case No.: Court of Appeal, Fourth Appellate District, Division Three – Appellate  
Case No. G050687

Authority: Government Code Section 54956.9(d)(1)

**CLOSED SESSION REPORT**

**5. DISCUSSION CALENDAR**

**A. Conducting Effective Board Meetings**

Submitted by: Al Murray, Board Chair; Gene Hernandez, Board Vice Chair, and  
Jeff Bowman, Fire Chief

Recommended Action:

Direct staff to implement the recommendations beginning in April 2015.

**B. Omitted**

**C. Progress Report for Purchase of Urban Search & Rescue Warehouse**

Submitted by: Dave Thomas, Assistant Chief/Operations Department and Lori  
Zeller, Assistant Chief/Business Services Department

Recommended Actions:

Receive and file the progress report.

**BOARD MEMBER COMMENTS**

**ADJOURNMENT** - The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for April 23, 2015, at 6:00 p.m.

**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 19<sup>th</sup> day of March 2015.

---

Sherry A.F. Wentz, CMC  
Clerk of the Authority

**UPCOMING MEETINGS:**

Human Resources Committee Meeting	Tuesday, April 7, 2015, 12:00 noon
Budget and Finance Committee Meeting	Wednesday, April 8, 2015, 12:00 noon
Claims Settlement Committee Meeting	Thursday, April 16, 2015, 5:30 p.m.
Executive Committee Meeting	Thursday, April 16, 2015, 6:00 p.m.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
March 26, 2015

Agenda Item No. 1A  
Presentations

---

**Length of Service Recognition(s)**

---

**Contact(s) for Further Information**

Craig Kinoshita, Deputy Fire Chief	<a href="mailto:craigkinoshita@ocfa.org">craigkinoshita@ocfa.org</a>	714.573.6014
Elizabeth Deacon, Office Svs. Specialist	<a href="mailto:elizabethdeacon@ocfa.org">elizabethdeacon@ocfa.org</a>	949.347.2240

**Summary**

This is a routine agenda item that provides an opportunity to highlight our tenured employees and allow the Board an opportunity to meet and recognize them for their service to the Orange County Fire Authority.

**Prior Board/Committee Action**

Not Applicable.

**Recommended Action(s)**

Recognize Length of Service recipients in attendance.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

All employees including professional and suppression staff members that achieve five year milestone steps beginning with 30 years of service will be regularly invited for length of service recognition at regular meetings of the Board of Directors following the closest anniversary date.

The following OCFA employees have reached milestone service anniversaries and have been invited to attend tonight's Board meeting for recognition for 30 years of service: **Fire Captains Dean Johnson**, Mark Petz, Kirk Grant, and **Fire Apparatus Engineer Jim Silva**.

Names bolded above identify the OCFA employees who have confirmed their attendance at the time of the preparation of the agenda report, and will be presented with new badges that recognize their service years with the OCFA.

**Attachment(s)**

None.

**WILDFIRE AWARENESS WEEK**

*WHEREAS*, California is in a “Drought State of Emergency,” and Orange County’s long, hot, and dry months without adequate rainfall make our wildland areas vulnerable to severe wildfire conditions; and

*WHEREAS*, Orange County is currently experiencing low humidity and dry periods, which has made the brush extremely dry and flammable, creating ongoing dangerous fire conditions; and

*WHEREAS*, this year’s “Wildfire Awareness Week” theme of, “Ready, Set, Go!,” emphasizes the importance of hardening your home with fire resistant building materials, ensuring homeowners know it is their responsibility to maintain 100-feet of defensible space, and to be prepared with emergency supplies and evacuation routes as some of the most important ways to protect families and homes from wildfires; and

*WHEREAS*, all Californians who live, work and recreate in our state’s wildland areas must recognize the high risk of wildfire, and should make every effort to be fire safe and take all precautions to protect themselves, their property, their community and our natural resources; and

*WHEREAS*, “Wildfire Awareness Week” is a valuable opportunity for California’s fire agencies, our partners and our communities to reduce the risk of wildfire and increase public safety and environmental health; and

*WHEREAS*, Governor Jerry Brown and the California Office of Emergency Services designate the first full week of May as “Wildfire Awareness Week” throughout the state.

*NOW, THEREFORE BE IT RESOLVED*, that the Orange County Fire Authority Board of Directors does hereby declare May 3-9, 2015, as “Wildfire Awareness Week.”

**DROWNING PREVENTION AWARENESS**

*WHEREAS*, drowning is the leading cause of death and disability in California for children under five years of age, and in 2014 there were three fatal drownings and 28 non-fatal incidents in Orange County; and

*WHEREAS*, drowning is a major problem for adults 35-64, and as a result there were 14 fatal drownings and six non-fatal incidents in 2014; and

*WHEREAS*, California leads the nation in drownings, and last year 21 children under the age of 15 died from drownings in California.

*WHEREAS*, fatal and non-fatal drowning is a silent event, occurring in as little as two inches of water, including swimming pools, spas, lakes, the ocean and any other body of water; and

*WHEREAS*, the theme of this year's water safety campaign "Drowning is Preventable: Never Swim Alone," provides in-depth information on what Orange County residents can do to prevent drowning; and

*WHEREAS*, the initiatives set forth in the "ABCs of Water Safety" program will increase public awareness regarding proper procedures to prevent this needless tragedy; and

*WHEREAS*, OCFA will launch its water safety campaign on April 26, and from May 26 (Memorial Day) through September 1 (Labor Day), the highest percentage of drownings take place, and is designated as Water Safety Summer; and

*WHEREAS*, the Orange County Fire Authority, in collaboration with community partners and Orange County hospitals, will be taking this opportunity to increase public awareness about drownings through a diverse community outreach campaign.

*NOW, THEREFORE BE IT RESOLVED*, that the Orange County Fire Authority Board of Directors does hereby proclaim its participation in the "Drowning is Preventable: Never Swim Alone," campaign—that kicks-off on April 26 and continues through Labor Day--by encouraging all residents, schools, recreational facilities, businesses and homeowner associations to become partners in preparedness by increasing their knowledge of proper safety measures in drowning prevention.



**RESOLUTION NO. 2015-XX**

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY  
BOARD OF DIRECTORS RECOGNIZING A 9-1-1 HERO,  
NICOLE SUAREZ, TUSTIN**

*WHEREAS*, on January 29, 2015, Nicole Suarez, a resident of Tustin, effectively and efficiently used the 9-1-1 emergency system when she was walking home from Columbus Middle School with friends and noticed a home that was on fire; and

*WHEREAS*, Nicole dialed 9-1-1 for assistance and was able to accurately provide the home's address, her phone number, and describe the emergency despite the fire quickly growing. She remained calm and was diligent in her efforts to clearly describe the situation and give the address of the fire to the dispatcher; and

*WHEREAS*, Nicole spoke clearly and concisely to the dispatcher updating him with the status of the fire and how she was in a safe location with her friends; and

*WHEREAS*, during the 9-1-1 call, Nicole remained calm and acted with extreme bravery and maturity to assure the quick and efficient response of thirty (30) OCFA firefighters. OCFA firefighters were able to quickly respond and save most of the home and rescue the family's dog that was inside the home.

*NOW THEREFORE BE IT RESOLVED*, that the Orange County Fire Authority Board of Directors, does hereby honor 9-1-1 Hero Nicole Suarez of Tustin, for her heroic, unselfish, and quick actions when calling for help on 9-1-1.

*PASSED, APPROVED, AND ADOPTED* this 26<sup>th</sup> day of March 2015.

---

ELYWN A. MURRAY, CHAIR  
Board of Directors

ATTEST:

---

SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

# MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting  
Thursday, February 26, 2015  
6:00 P.M.**

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

---

## **CALL TO ORDER**

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on February 26, 2015, at 6:07 p.m. by Chair Murray.

## **CALL TO ORDER**

## **INVOCATION**

Chaplain Bob George offered the invocation.

## **PLEDGE OF ALLEGIANCE**

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

## **ROLL CALL**

<b>Present:</b> Sam Allevato, San Juan Capistrano	Angelica Amezcua, Santa Ana
Robert Baker, San Clemente	Rick Barnett, Villa Park
Carol Gamble, Rancho Santa Margarita	Craig Green, Placentia
Gerard Goedhart, La Palma	Noel Hatch, Laguna Woods
Robert Johnson, Cypress	Warren Kusumoto, Los Alamitos
Jeffrey Lalloway, Irvine	Jerry McCloskey, Laguna Niguel
Joe Muller, Dana Point	Al Murray, Tustin
Dwight Robinson, Lake Forest	Ed Sachs, Mission Viejo
Don Sedgwick, Laguna Hills	David Shawver, Stanton
David Sloan, Seal Beach	Todd Spitzer, County of Orange
Elizabeth Swift, Buena Park	Tri Ta, Westminster
Phillip Tsunoda, Aliso Viejo	

<b>Absent:</b> Gene Hernandez, Yorba Linda	Lisa Bartlett, County of Orange
--	---------------------------------

## **Also present were:**

Fire Chief Jeff Bowman	Deputy Chief Craig Kinoshita
Assistant Chief Lori Zeller	Assistant Chief Dave Thomas
Assistant Chief Lori Smith	Assistant Chief Mike Schroeder
Communications Director Sandy Cooney	Assistant Chief Brian Young
Clerk of the Authority Sherry Wentz	General Counsel David Kendig

## **1. PRESENTATIONS**

### **A. Requests for Commendations and Proclamations (X: 11.09D)**

#### **1. Length of Service Recognition**

Chair Murray noted this evening's recipients could not be in attendance, and that the presentation of the recognitions would be rescheduled to the next meeting. On motion of Director Johnson and second by Director Swift, the Board of Directors voted unanimously to approve the request as submitted.

Chief Bowman announced that this is Deputy Chief Craig Kinoshita's last official Board meeting, due to his upcoming retirement after 32 years of fire service. Deputy Chief Kinoshita addressed the Board and spoke of his career with OCFA.

## **PUBLIC COMMENTS (X: 11.11)**

Chair Murray opened the Public Comments portion of the meeting.

Stephen Wontrobski, Mission Viejo resident, spoke against fees for a public records request for e-mail documents and his opposition to the use of the UBS brokerage firm for OCFA investments.

Anthony Mitchell, Managing Director of EcoGreen Solutions Inc., addressed potential LED energy solutions for OCFA.

Director Amezcua arrived at this point (6:12 p.m.)

## **REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 11.12)**

Budget and Finance Committee Chair McCloskey reported at its February 11, 2015, meeting, the Committee voted unanimously to receive and file the report regarding the Independent Accountant's Work Papers and Notes; reviewed the Monthly Investment Reports and the Second Quarter Financial Newsletter, and directed staff to place both items on the agenda for the Executive Committee meeting of February 19, 2015, with the Budget and Finance Committee's recommendations that the Executive Committee receive and file the reports. The Committee reviewed the Capital Projects Fund Policy, Purchasing Regulations for Change Orders, and the Air Operations Program Enhancements, and voted unanimously to direct staff to place these items on the agenda for the Board of Directors meeting of February 26, 2015, with the Budget and Finance Committee's recommendation that the Board of Directors approve the recommended actions.

## **REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR (F: 11.12)**

Human Resources Committee Chair Shawver reported at its February 3, 2015, meeting, the Committee received a report on the Battalion Chief Recruitment Process and the Quarterly Worker's Compensation Update. The Committee considered Director Barnett's request regarding OCFA's pension program and voted unanimously to provide him with a letter incorporating the Committee's recommendations.

## **REPORT FROM THE CLAIMS SETTLEMENT COMMITTEE CHAIR (F: 12.02C)**

Chair Murray reported at its February 19, 2015, meeting, the Committee considered the case Jane Kehr v. OCFA, and had no reportable actions.

Director Tsunoda arrived at this point (6:18 p.m.)

Director Lalloway arrived at this point (6:20 p.m.)

## **REPORT FROM THE FIRE CHIEF (F: 11.14)**

Chief Bowman provided a PowerPoint presentation detailing the OCFA Performance Measurements for Fiscal Year 2014/15, highlighting the goals and objectives.

Chief Bowman introduced Battalion Chief Dave Anderson of the Emergency Command Center (ECC), who provided a PowerPoint overview of the two year project to upgrade the Computer Aided Dispatch System (CAD) and the implementation of the Records Management System. Battalion Chief Anderson introduced IT Systems Manager Todd Muilenburg, who provided an update on the CAD project.

Director Spitzer left the meeting at this point (6:59 p.m.)

Chief Bowman introduced Communications and Public Relations Director Sandy Cooney, who provided an overview of the reorganization of the community educational division and upgrades to OCFA website. He introduced Community Relations/Education Supervisor Kristina Hamm, who reported on the recent outreach and installation of more than 600 smoke detectors in the City of San Juan Capistrano. Mr. Cooney also introduced Battalion Chief Mike Petro who provided a real-time presentation on OCFA website improvements.

## **2. MINUTES (F: 11.06)**

### **A. Minutes from January 22, 2015, Regular Board of Directors Meeting**

On motion of Director Robinson and second by Director Johnson, the Board voted to approve the Minutes from the January 22, 2015, regular Board of Directors meeting. Directors Bartlett, Spitzer, and Vice Chair Hernandez were absent. Director Lalloway was recorded as abstaining, due to his absence from January meeting.

Minutes

OCFA Board of Directors Regular Meeting

February 26, 2015 Page - 3

### 3. CONSENT CALENDAR

Agenda Item Nos. 3B and 3F were pulled for separate consideration.

#### A. Capital Projects Fund Policy (F: 15.08B) (F: 11.10M)

On motion of Director Ta and second by Director Swift, the Board voted to:

1. Adopt the new *Capital Projects Fund Policy* effective July 1, 2014.
2. Adopt the revised *Assigned Fund Balance Policy* effective July 1, 2014.
3. Re-name and/or re-define three of the existing capital projects funds (Communications & Information Systems; Vehicle Replacement; and Facilities Replacement) to more fully reflect the types of activities being accounted for in the funds.
4. Authorize a transfer from the Facilities Maintenance & Improvements Fund to a Capital Improvements Program line item in the General Fund totaling \$2,710,702 (beginning fund balance as of July 1, 2014) and the subsequent closure of the Facilities Maintenance & Improvements Fund. Increase Fiscal Year 2014/15 budgeted transfers in and out of both funds accordingly.
5. Establish an initial “assignment for the capital improvement program” within the General Fund in the amount of \$2,680,975, to be adjusted annually thereafter in accordance with the revised *Assigned Fund Balance Policy*.

Directors Bartlett, Spitzer, and Vice Chair Hernandez were absent.

#### B. Purchasing Regulations for Change Orders (F: 11.10H)

Chair Murray pulled this item to amend the recommended action.

On motion of Chair Murray and second by Director Swift, the Board of Directors voted to approve the submitted changes to the Roles/Responsibilities/Authorities Matrix and direct staff to begin preparing quarterly reports of all change orders to be agendaized for review by the Executive Committee. Directors Bartlett, Spitzer, and Vice Chair Hernandez were absent.

#### C. 2014 Urban Areas Security Initiative Grant Agreement to Transfer Property or Funds (F: 16.02H)

On motion of Director Ta and second by Director Swift, the Board of Directors voted to:

1. Approve and authorize the Fire Chief to execute the FY 2014 State Homeland Security Grant Program Agreement to accept and administer the UASI Grant.
2. Approve a FY 2014/15 Budget Adjustment in Fund 121 to increase revenue and appropriations by \$99,284 for the FY 2014 UASI Grant award.

Directors Bartlett, Spitzer, and Vice Chair Hernandez were absent.

**D. Blanket Order Contract Renewals – Service Center (F: 15.09F)**

On motion of Director Ta and second by Director Swift, the Board of Directors voted to approve and authorize the Purchasing Manager to renew, increase and extend the blanket orders as recommended for LN Curtis & Sons, Compressed Air Specialties, and Allstar Fire Equipment contracts for up to three additional years. Directors Bartlett, Spitzer, and Vice Chair Hernandez were absent.

**E. Blanket Order Contract Renewal – Purchasing (F: 15.09F)**

On motion of Director Ta and second by Director Swift, the Board of Directors voted to approve and authorize the Purchasing Manager to renew and extend the blanket order with Planet Bids for up to three additional years for a not to exceed aggregate amount of \$64,735. Directors Bartlett, Spitzer, and Vice Chair Hernandez were absent.

**F. Blanket Order Contract Increase and Renewal – Air Operations (F: 15.09F)**

Director Baker pulled this item to ask if OCFA is monitoring fuel pricing and if fixed pricing is available.

Assistant Chief Zeller reported the OCFA is looking at all opportunities.

On motion of Director Baker and second by Director McCloskey, the Board of Directors voted to approve and authorize the Purchasing Manager to increase the blanket order for Jet-A fuel with Defense Finance and Accounting Services by \$60,000 and authorize staff to exercise up to three annual renewal options through January 9, 2018, at \$200,000 annually. Directors Bartlett, Spitzer, and Vice Chair Hernandez were absent.

**G. Blanket Order Contract Renewals – Property Management (F: 15.09F)**

On motion of Director Ta and second by Director Swift, the Board of Directors voted to approve and authorize the Purchasing Manager to renew and extend the blanket orders as recommended for Riddle Appliance, Fire Station Outfitters, and Mitsubishi Electric & Electronics USA contracts for up to three additional years. Directors Bartlett, Spitzer, and Vice Chair Hernandez were absent.

**H. Blanket Order Contract Increases and Renewals – Fleet Services (F: 15.09F)**

On motion of Director Ta and second by Director Swift, the Board of Directors voted to:

1. Approve and authorize the Purchasing Manager to increase the blanket order with Parkhouse Tire, Inc. by \$50,000 for a total not to exceed amount of \$308,700 annually and extend the contract for up to two additional years.

2. Approve and authorize the Purchasing Manager to renew the final blanket order contract renewal with Valley Power Systems in the amount not to exceed \$100,000.
3. Approve and authorize the Purchasing Manager to renew the blanket order contracts for Ford repair services and parts with Worthington Ford, Elite Automotive Services, and Tuttle Click Capistrano Ford for up to three additional years; and authorize the Purchasing Manager to redistribute or adjust funding between the three contracts as requested by the department so long as the aggregate amount does not exceed \$100,000 annually.

Directors Bartlett, Spitzer, and Vice Chair Hernandez were absent.

**I. Sole Source Blanket Order Contract Renewals – Information Technology**

(F: 15.09F)

On motion of Director Ta and second by Director Swift, the Board of Directors voted to:

1. Approve and authorize the Purchasing Manager to renew and adjust the sole source blanket order to extend the sole source contract with ESRI for three additional years for a not to exceed amount of \$75,000 annually.
2. Approve and authorize the Purchasing Manager to renew and adjust the sole source blanket order to extend the sole source contract with Deccan for up to three years at an initial cost of \$29,882 and subject to a one-time 7% increase for the contract year of May 1, 2016, through April 30, 2017.
3. Approve and authorize the Purchasing Manager to renew and adjust the sole source blanket order to extend the sole source contract with Hospital Association of Southern California to extend this sole source contract for three additional years for a not to exceed amount of \$3,910 annually.

Directors Bartlett, Spitzer, and Vice Chair Hernandez were absent.

**J. Award of Bid RO1999 - Dell Network Storage Hardware (F: 19.08A2a6)**

On motion of Director Ta and second by Director Swift, the Board of Directors voted to approve and authorize the Purchasing Manager to issue a purchase order to Dell, Inc. in the amount of \$152,854.28 (including tax and shipping) for the purchase of network storage hardware. Directors Bartlett, Spitzer, and Vice Chair Hernandez were absent.

**K. Temporary Contract Extension Request – Security Guard Services for the Regional Fire Operations and Training Center (F: 19.07B2)**

On motion of Director Ta and second by Director Swift, the Board of Directors voted to approve and authorize the Purchasing Manager to extend the blanket order terms with Universal Protection Services (BO1283) for two additional months through June 30, 2015. Directors Bartlett, Spitzer, and Vice Chair Hernandez were absent.

Minutes

OCFA Board of Directors Regular Meeting

February 26, 2015 Page - 6

#### **4. PUBLIC HEARING(S)**

There were no items.

Director Tsunoda introduced his OCFA Alternate, Mr. Dave Harrington, who was seated in the audience to the Board.

Director Spitzer returned at this point (7:33 p.m.).

#### **CLOSED SESSION (F: 11.15)**

General Counsel David Kendig reported the Board would be convening to Closed Session to consider the matters on the Agenda identified as CS1 Conference with Labor Negotiator, CS2 Conference with Legal Counsel-Existing Litigation, and CS3 Conference with Real Property Negotiators.

##### **CS1. CONFERENCE WITH LABOR NEGOTIATOR**

Chief Negotiators: Jeremy Hammond, Human Resources Director, and Peter Brown, Liebert Cassidy Whitmore

Employee Organizations: Orange County Professional Firefighters Association, Local 3631 and Orange County Fire Authority Managers' Association

Authority: Government Code Section 54957.6

##### **CS2. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

Name of Case: Orange County Fire Authority and City of Irvine v All Persons Interested in the Matter of the Validity of that Second Amendment to Amended Joint Powers Authority

Case No.: Court of Appeal, Fourth Appellate District, Division Three – Appellate Case No. G050687

Authority: Government Code Section 54956.9(d)(1)

##### **CS3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: 19682 Descartes, Lake Forest, CA 92610

Agency Negotiator: Lori Zeller, Assistant Chief/Business Services Department

Negotiating Parties: Foothill Muller, LLC

Under Negotiation: Price and Terms of Payment

Authority: Government Code Section 54956.8

Chair Murray recessed the meeting at 7:34 p.m.

Chair Murray reconvened the meeting at 9:43 p.m. with Directors Bartlett, Ta, and Vice Chair Hernandez absent.



## CLOSED SESSION REPORT (F: 11.15)

General Counsel David Kendig indicated the Board took no reportable action during Closed Session.

### 5. DISCUSSION CALENDAR

#### A. Air Operations Program Enhancements: Staffing, Schedule and Safety Management System (F: 18.09)

Assistant Chief Dave Thomas presented the Air Operations Program Enhancement report.

Stephen Wontrobski, Mission Viejo resident, spoke in opposition to the program.

On motion of Director Lalloway and second by Director Shawver, the Board of Directors voted to adopt the following recommended action with Directors Baker, Goedhart, and Barnett opposed, and Directors Bartlett, Ta, and Vice Chair Hernandez absent.

	<u>Fiscal Impact</u>
1. Support the Fire Chief's recommendation to modify the current helicopter work schedule to a 24/7, three platoon schedule.	(\$6,054) annual savings
2. Direct staff to return to the Board of Directors for approval of a contract to construct sleeping accommodations in the existing hangar facility.	\$100,000 one-time cost
3. Approve a sole source contract with Argus-Prism for safety management systems software, training, and maintenance for a three-year term.	\$28,000 three-year cost
4. Authorize the addition of one Firefighter/Paramedic to the Air Operations Helicopter Program during weekends only, for a six-month trial period.	\$65,652 six-month trial
5. Direct staff to include these changes in the FY 2014/15 mid-year budget adjustments that will be submitted to the Board of Directors in March.	
<b>Total Request</b> (facility, software, FF/PM trial)	<b>\$187,598</b>

#### B. Orange County Employees Retirement System (OCERS) Pension Plan Opt Out Regulation (F: 17.06)

Chief Bowman pulled this item to continue it to the March 26, 2015, Board of Directors meeting.

### **C. Urban Search and Rescue Warehouse (F: 22.05Ala)**

Assistant Chief Lori Zeller presented the staff report.

General Counsel David Kendig reviewed the revised recommended action.

On motion of Director Sloan and second by Director McCloskey, the Board of Directors voted to approve the revised recommended action. Directors Muller, Lalloway, and Sachs opposed, and Directors Bartlett, Ta, and Vice Chair Hernandez absent.

1. Approve the draft Purchase Agreement and Escrow Instructions as to form, subject to addition of a provision authorizing the Fire Authority to terminate the Agreement for any reason in the discretion of the Fire Authority Board at any time on or before March 31, 2015, and subject to any other modifications that may be needed to the Agreement in the discretion of the Fire Chief, in a form approved by General Counsel.
2. Approve and authorize the Fire Chief or his designee to execute the final Purchase Agreement and Escrow Instructions for the purchase of an Urban Search & Rescue (US&R) warehouse.
3. Find that the purchase is Categorically Exempt from the provisions of CEQA under Section 15301 (Existing Facilities) of the Guidelines for the California Environmental Quality Act since the proposed purchase and operation of the existing warehouse facility will result in negligible or no expansion of the existing use of the subject property.
4. Direct the Fire Chief or his designee to complete due-diligence reviews during the escrow period, including completion of a property appraisal, title report, and identification of any facility improvements that will be needed to ensure proper function of the facility as a US&R warehouse.
5. Direct staff to return in March for final Board approval and a progress report for due diligence, along with approval of any necessary budget adjustment.

### **BOARD MEMBER COMMENTS**

Director Baker thanked Division Chief Wells for his update on the fire in San Juan Capistrano.

Director Barnett requested to change his vote on Agenda Item No. 5A - Air Operations Program Enhancement. He asked the Clerk of the Authority to record that he opposed this item. (These Minutes reflect his request.)

Director Johnson thanked OCFA staff for his tour of Fire Station 17 in Cypress.

Director Sachs reported the City of Mission Viejo has completed the installation of Emergency Vehicle Preemption (EVP) System devices on all its traffic signals.

**ADJOURNMENT** – Chair Murray adjourned the meeting at 10:22 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for March 26, 2015, at 6:00 p.m.

---

Sherry A.F. Wentz, CMC  
Clerk of the Authority



The purpose of this policy is to ensure that all tickets and/or passes provided to the OCFA shall be distributed in furtherance of governmental and/or public purposes as required under Section 18944.1.

**Attachment(s)**

1. Proposed Payments Policy
2. Tickets and Passes Distribution Policy

---

## **PAYMENTS TO THE AUTHORITY POLICY**

### **1.0. PURPOSE**

The purpose of this Policy is to establish procedures governing the acceptance of certain payments to the OCFA (including all Fire Stations) consistent with Section 18944 of the Fair Political Practices Commission (FPPC) Regulations. Section 18944 sets forth conditions under which a payment made to a local government agency, that is controlled by the agency and used for official agency business, is not considered a reportable or limited gift to an individual public official or employee, although the individual receives a personal benefit from the payment.

### **2.0 DEFINITIONS**

Unless otherwise expressly provided herein, the words and terms used in this Policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code Section 81000 *et seq.*, as the same may from time to time be amended) and the FPPC Regulations (Title 2, Division 6 of the California Code of Regulations, Section 18110 *et seq.*, as the same may from time to time be amended).

- 2.1 "OCFA" or "Authority" shall mean and include the Orange County Fire Authority, and any departments, boards, and commissions thereof.
- 2.2 "OCFA Official" shall mean and refer to the OCFA's "public officials", including every member, officer, employee, or consultant of the OCFA, as that term is defined by Government Code section 82048 and FPPC Regulation 18701, as may from time to time be amended. Such term shall include, without limitation, any OCFA board, commission, or committee member or other appointed official or employee required to file an annual Statement of Economic Interests (FPPC Form 700).
- 2.3 "Payment" shall mean a payment as defined in Government Code section 82044, including payment for, or provision of, fees, goods or services to the Authority where the person providing the payment has no legal obligation to do so.
- 2.4 "Agency Head" shall mean the Fire Chief of the Authority or his/her designee, acting in his/her capacity of Agency Head as that term is defined in Title 2 of the California Administrative Code, Section 18944.

### **3.0 APPLICATION OF POLICY**

- 3.1 This Policy applies to all OCFA Officials, departments, and employees (including those employees that are not required to file an annual Statement of Economic Interest (FPPC Form 700)).
- 3.2 This Policy applies to any payment made to OCFA as a whole, and not to a specific individual, with a fair market value of \$50.00 or more.
- 3.3 This Policy does not apply to any payment to OCFA that will be used outside of official OCFA business. Any payment that will be used outside of official OCFA business for personal/individual benefit or enjoyment is a reportable and limited gift to the OCFA Official, and is subject to all applicable law and regulations.
- 3.4 This Policy does not address gifts of free passes or tickets to sporting or entertainment events governed by Section 18944.1 of Title 2 of the California Code of Regulations.

### **4.0 PROCEDURE – USE AND DISTRIBUTION**

- 4.1 Payments of perishable goods (i.e. food and beverages) may be accepted by an OCFA Official or employee with the condition that they remain on the premises to be enjoyed by all, and subject to the Section 5.0 reporting requirements.
- 4.2 Excepting payments of perishable goods under Section 4.1, any payments given to the OCFA as a whole, with no direction as to the specific OCFA Officials or employees who may use the payments, shall be forwarded to the Agency Head.
- 4.3 The Agency Head shall review each payment and determine the specific OCFA Officials or employees who may use the payment. The Agency Head may not select him/herself as the individual who will use the payment unless such payment is for an item that provides for general use by OCFA Officials and employees and the Agency Head is one of those individuals who will have access to such use.

### **5.0 REPORTING**

- 5.1 The Agency Head or the OCFA Official or employee accepting perishable goods under Section 4.1 shall within seven (7) days of receiving any payment to OCFA, complete and transmit to the Clerk of the Authority the "Payment to OCFA Report" attached to this Policy as Attachment "A."
- 5.2 The Clerk of the Authority, having received all Payment to OCFA Reports completed by the Agency Head and OCFA Officials or employees in any given month, shall within thirty (30) days of the end of each calendar month, complete a "Payment to Agency Report," a.k.a. FPPC Form 801, ("Form 801"), or any FPPC form that succeeds Form 801. The Form 801 for any given month shall document payments to the OCFA received during the prior month. Within seven (7) days of completing a Form 801, the Clerk of the Authority shall post a copy of that Form 801 or all information contained on that Form 801 on the OCFA's website, <http://www.ocfa.org>.

**Attachment "A"**

**PAYMENT TO OCFA REPORT**

*This form is used to provide official documentation of payments made to OCFA that have a fair market value of \$50.00 or more. This form should be completed by the Fire Chief or his designee or, in the case of perishable food items, by the OCFA employee in possession of the item and immediately forwarded to the Clerk of the Authority. **This form must be completed and transmitted to the Clerk of the Authority within seven(7) days of receipt of the payment.***

Date payment/gift was given to OCFA: \_\_\_\_\_

Name of the employee who accepted the gift on behalf of OCFA:

\_\_\_\_\_

Name and address of the organization or individual providing the payment/gift:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the payment/gift:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Actual or estimated value of the payment/gift: \_\_\_\_\_

Explain how the payment/gift was distributed or used and by whom (e.g., name, title, and department of the official(s) who used the gift):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prepared by: \_\_\_\_\_

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

\_\_\_\_\_  
[title/department]



## **TICKETS AND PASSES DISTRIBUTION POLICY**

### **1.0 PURPOSE**

The purpose of this Policy is to ensure that any ticket or pass provided to the OCFA by any third party or purchased or obtained directly by the OCFA shall be distributed to OCFA Officials in a manner that serves or promotes a public purpose of the OCFA in accordance with Section 18944.1 of the Fair Political Practices Commission (FPPC) Regulations.

### **2.0 DEFINITIONS**

Unless otherwise expressly provided herein, the words and terms used in this Policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code Section 81000 *et seq.*, as the same may from time to time be amended) and the FPPC Regulations (Title 2, Division 6 of the California Code of Regulations, Section 18110 *et seq.*, as the same may from time to time be amended).

- 2.1 "OCFA" or "Authority" shall mean and include the Orange County Fire Authority, and any departments, boards, and commissions thereof.
- 2.2 "OCFA Official" shall mean and refer to the OCFA's "public officials", including every member, officer, employee, or consultant of the OCFA, as that term is defined by Government Code section 82048 and FPPC Regulation 18701, as may from time to time be amended. Such term shall include, without limitation, any OCFA board, commission, or committee member or other appointed official or employee required to file an annual Statement of Economic Interests (FPPC Form 700).
- 2.3 "Ticket" or "pass" shall mean any ticket, pass, etc. that provides admission to a facility, event, show, or performance for an entertainment, amusement, recreational or similar purpose.

### **3.0 APPLICATION OF POLICY**

- 3.1 This Policy applies to tickets or passes that are:
  - a. Gratuitously provided to the OCFA by an outside source;
  - b. Acquired by the OCFA by purchase;

- c. Acquired by the OCFA as consideration pursuant to the terms of a contract for the use of a OCFA-owned venue; or
  - d. Acquired and distributed by the OCFA in any other manner.
- 3.2 This Policy does not apply to:
- a. A ticket or pass provided to an OCFA Official for his or her admission to an event at which the official performs a ceremonial role or function on behalf of OCFA;
  - b. A ticket or pass received by an OCFA Official where the official treats the ticket or pass as income consistent with the applicable state and federal income tax laws and the ticket is reported in accordance with the FPPC Regulations; or
  - c. A ticket or pass for which the OCFA Official reimburses the OCFA for the face value of the ticket.

#### **4.0 GENERAL PROVISIONS**

- 4.1 *No Right to Tickets:* The use of complementary tickets is a privilege extended by the OCFA and not the right of any person to which the privilege may from time to time be extended.
- 4.2 *Limitation on Transfer of Tickets:* Tickets distributed to an OCFA Official pursuant to this Policy shall not be transferred to any other person, except to members of such official's immediate family (i.e., spouse and dependent children) or no more than one guest solely for their attendance at the event.
- 4.3 *Prohibition Against Sale of or Receiving Reimbursement for Tickets:* No person who receives a ticket pursuant to this Policy shall sell or receive reimbursement for the value of the ticket.
- 4.4 *Implementation of Policy:* The Fire Chief or his/her designee shall have the authority, in his/her sole discretion, to distribute tickets or passes in accordance with this Policy and to establish related procedures.
- 4.5 *No Earmarking of Ticket:* No ticket or pass gratuitously provided to the OCFA by an outside source and distributed pursuant to this Policy shall be earmarked by the original source for use by a particular OCFA Official.

#### **5.0 TICKET DISTRIBUTION MUST ACCOMPLISH PUBLIC PURPOSE**

- 5.1 The distribution of the tickets or passes to, or at the behest of, an OCFA Official must accomplish a governmental and/or public purpose. The following list of governmental and/or public purposes the OCFA may accomplish through the distribution of tickets is illustrative rather than exhaustive:

- a. Facilitating public recognition, support, or award-giving on behalf of the OCFA at an event.
- b. Facilitating the attendance of an OCFA Official at an event where the job duties of the official require his or her attendance at the event.
- c. Promotion of intergovernmental relations and/or cooperation and coordination of resources with other governmental agencies, including, but not limited to, attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members, and their guests.
- d. Promotion of OCFA resources and/or facilities available to the public.
- e. Promotion of OCFA-run, sponsored, or supported community programs or events.
- f. Promoting, supporting and/or showing appreciation for programs or services rendered by charitable and non-profit organizations benefiting the public.
- g. Attracting or rewarding volunteer public service.
- h. Attracting and retaining highly qualified employees in the OCFA service.
- i. Recognizing or rewarding meritorious service by an OCFA employee or volunteer.
- j. Promoting enhanced OCFA employee performance, morale, or retention.

## **6.0 PUBLIC DISCLOSURE**

- 6.1 A record of any ticket or pass distributed pursuant to this Policy must be completed on FPPC Form 802, or such alternative form(s) as from time to time may be designated by the FPPC ("Form 802"). The completed Form 802 must be maintained by the Clerk of the Authority, or his or her designee, as a public record and is subject to inspection and copying under California Government Code Section 81008(a).
- 6.2 Within 30 days of distributing any ticket or pass pursuant to this Policy, the Clerk of the Authority, or his or her designee, shall complete and cause to be forwarded to the FPPC, for posting on the FPPC's website, the completed Form 802. The completed Form 802 must contain the following information:
  - a. The name of the person receiving the ticket or pass;
    1. If the tickets or passes are distributed to an outside organization, the OCFA must post the name, address, description of the organization, and the number of tickets or passes provided to the organization in lieu of posting the names of each individual from the organization.
    2. If the tickets or passes are distributed to an OCFA Official, other than an elected official or member of the legislative or governing body of the OCFA, the Agency Head may post the name of the department or

other unit of the OCFA and the number of tickets or passes provided to the department or other unit in lieu of posting the name(s) of the individual employee(s).

- b. A description of the event;
- c. The date of the event;
- d. The face value of the ticket or pass;
- e. The number of tickets or passes provided to each person;
- f. If the ticket or pass is behested, the name of the official who behested the ticket; and
- g. A description of the public purpose under which the distribution was made or, alternative, that the ticket or pass was distributed as income to the official.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
March 26, 2015

Agenda Item No. 3B  
Consent Calendar

---

**Adoption of Board Teleconferencing Policy**

---

**Contact(s) for Further Information**

Lori Zeller, Assistant Chief Business Services Department	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Sherry Wentz, Clerk of the Authority	<a href="mailto:sherrywentz@ocfa.org">sherrywentz@ocfa.org</a>	714.573.6041

**Summary**

This item is submitted in response to a Board request to institute a policy regarding teleconferencing to Board meetings.

**Prior Board/Committee Action**

At its August 28, 2014, meeting, the Board voted to direct staff to accommodate the Directors' ability to participate remotely in Closed Session and Open Session Board meetings pursuant to the Brown Act, and return with a teleconferencing policy.

**Recommended Action(s)**

Adopt the proposed Teleconferencing Policy.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

At its August 28, 2014, Board meeting, the Board considered an agenda report relating to OCFA Board Room Audio Video Upgrades and Teleconferencing of Closed Session Meetings. In evaluating whether to continue its authorization for teleconferencing during closed sessions, Board members were asked to consider concerns raised and challenges experienced by OCFA staff relating to teleconferencing during closed sessions pursuant to the Board of Directors' July 24, 2014, authorization:

1. A concern arose regarding whether the teleconferenced locations were, in fact, accessible to the public as required by law, as both locations were out-of-state, and one location was a private residence.
2. As it was learned that the residential location was rented property, staff also felt a need to contact the property owner in addition to the on-site tenant to secure permission to use this site for this public purpose, since all remote locations must be publicly accessible. Staff also had concerns with liability risks in using a private residence for this use.

3. There was a challenge in securing proof of the agenda's posting in the remote locations. While the hotel returned the affidavit promptly in this case, there were some difficulties in securing the Affidavit of Posting for the residential site. The affidavit was eventually received several days after the meeting had taken place.
4. This was a staff intensive process. It took the Clerk more than a full day, responding to and generating approximately 100 emails and two dozen phone calls to set-up/implement the teleconference in the two locations. This does not include General Counsel or other OCFA staff's time in assisting with this process.
5. Board Members experienced difficulties hearing the two teleconferencing Board Members and vice versa. Teleconferenced meetings are generally held in smaller venues. Most City Councils are comprised of 5-7 members; our Board's membership is 25. Hearing and identifying 25 Board Member's voices on a phone is difficult.
6. Teleconferencing phones are not fully duplex. They cannot transmit and receive simultaneously. Therefore, only one person can speak at a time, and if multiple users are phoning in, the complexity is increased.
7. The Brown Act requires that each action by the Board taken during a teleconference be taken as a roll call vote, which extends the overall meeting length, due to the need for 25 members to respond verbally to each item, potentially on multiple motions.

The Board voted to direct staff, using an interim technological system, to accommodate the Directors' ability to participate remotely in Closed Session and Open Session Board meetings pursuant to the Brown Act, and return with a teleconferencing policy. The Board discussed the intention that the teleconferencing policy should be designed in a manner that would assist staff in resolving some of the difficulties outlined above. In addition, the Board directed staff to include technology upgrades in the pending RFP process for board room audio/video upgrades that would resolve the communication difficulties encountered at the July 24 meeting.

### ***Teleconferencing Survey***

OCFA has conducted a teleconferencing survey of nine local regional agencies: Three responded there has never been a need for teleconferencing at their agencies; two agencies follow the Brown Act requirements with no adopted policy; two agencies follow the Brown Act and have implemented a Teleconferencing Policy with one of the two agencies not permitting use of teleconferencing for its regular regional council meeting or its policy committees, but limiting use to special policy meetings, task force meetings, and subcommittees; and two agencies were non responsive to the survey.

### ***Brown Act Requirements***

The Brown Act allows the use of teleconferencing under GC 54953 (b)(1). GC 54953 (2) requires all votes taken during a teleconferenced meeting be by roll call. GC 54953 (3) requires the identification and public noticing at the teleconference locations; locations shall be accessible to the public, a quorum of the members shall participate with the agency's jurisdiction, and members of the public shall be allowed to address the agency from the teleconference location.

The proposed policy incorporates the Brown Act requirements and provides additional guidelines and protocols for teleconferencing (Attachment).

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

Proposed Teleconferencing Policy

---

<p style="text-align: center;"><b>TELECONFERENCING POLICY</b></p>
---

**1.0 PURPOSE**

- 1.1. To establish guidelines for conducting Board meeting via teleconferencing.
- 1.2. To establish the roles and responsibilities associated with teleconferencing Board meetings.

**2.0 POLICY**

- 2.1. The meeting must comply in all other respects with the Brown Act and is in all respect the same as a meeting where the Directors are physically present.
- 2.2. Teleconferenced meeting must be conducted “in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body” per GC 54953(b)(3).
- 2.3. Teleconference dial-in numbers are to be utilized solely by Directors, not by members of the public, staff, or other public agencies.
- 2.4. Teleconferencing will not be utilized for any special meeting that is scheduled with less than 72-hours’ notice.
- 2.5. There must be an on-site quorum for the meeting to take place.

**3.0 DIRECTOR RESPONSIBILITIES**

- 3.1. Secure an open and accessible public location to conduct the meeting. Caution should be used when determining the teleconferencing location.
  - a. If a Director is participating from a hotel, it should not take place inside their hotel room, as it must be open and made available to the public.
  - b. A public area is recommended, such as a business center or conference room that is also ADA compliant, as the location must be accessible to all members of the public. For this same reason, one would not likely want to participate from their home.
- 3.2. Provide notification and the following information to the Clerk at least 7 calendar days in advance of the scheduled meeting:
  - a. the physical location including the full, specific address for inclusion on the agenda and meeting notices of the teleconferencing location;
  - b. on-site contact name and on-site phone number; and
  - c. Director’s on-site phone number.

- 3.3. Secure completed Affidavit of Posting by person who posted the agenda and return to the Clerk of the Authority to provide proof of the agenda's posting at the physical location at least 72 hours in advance of the meeting. Failure to provide advance evidence of the required agenda posting at the remote location will result in denial of the request to participate in the meeting by teleconference.
- 3.4. Make an announcement at the beginning of the meeting, if there is a member of the public at the teleconference location wishing to speak and identify the subject. Introduce the speaker at the appropriate time during the meeting.
- 3.5. Provide the Clerk of the Authority with any completed Request to Speak Forms for any members of the public who spoke at the teleconference location within seven (7) days following the meeting. Be sure that the speaker's name is legible as this document will be used by the Clerk in the creation of the Minutes.
- 3.6. Ensure that the remote location is actually open and accessible to the public during the meeting time, except during closed session discussions.
- 3.7. Utilize a telephone or other teleconference facility with a "mute" function to avoid noise interruptions of the meeting.

#### **4.0 CLERK OF THE AUTHORITY RESPONSIBILITIES**

- 4.1 Include the physical location and address of the teleconferencing site on the agenda.
- 4.2 Provide the Director with the following:
  - a. Agenda (for posting and provision to the public in attendance at the teleconference site);
  - b. Affidavit of Posting Form; and
  - c. Request to Speak Forms.
- 4.3 Ensure that a quorum of the Board is in attendance at our regular posted location. If a quorum is not made the Clerk will cancel the meeting, due to a lack of quorum.
- 4.4 Conduct roll call votes on all items that require Board action.
- 4.5 Coordinate with IT staff and the teleconferencing Director regarding the call-in process into the meeting.
- 4.6 Provide the Director with the teleconference phone-in number.





Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
March 26, 2015

Agenda Item No. 3C  
Consent Calendar

**FY 2014/15 Mid-Year Budget Adjustment**

---

**Contact(s) for Further Information**

Lori Zeller, Assistant Chief Business Services Department	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Tricia Jakubiak, Treasurer	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Deborah Gunderson, Budget Manager	<a href="mailto:deborahgunderson@ocfa.org">deborahgunderson@ocfa.org</a>	714.573.6302

**Summary**

This item is submitted to request approval to adjust revenue, expenditures, and fund balance to reflect changes identified after adoption of the FY 2014/15 budget. Budgeted beginning fund balances have been revised based on the FY 2013/14 audited financial statements.

**Prior Board/Committee Action**

A comprehensive mid-year financial review was presented to the Budget and Finance Committee and the Board of Directors in January, highlighting proposed mid-year changes that are needed to the FY 2014/15 budget based on events that have occurred since the budget was adopted last May. The Board directed staff to return in March with the technical budget adjustments required to implement the proposed changes. At its March 11, 2015, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**Recommended Action(s)**

Authorize the proposed mid-year budget adjustments.

**Impact to Cities/County**

The proposed mid-year adjustments to the FY 2014/15 budget will have no impact to cash contract city charges in the current FY. The future increase for cash contract cities is currently estimated at 3.25% for FY 2015/16 (excluding the catch-up provision) based on the Five-Year Financial Forecast.

**Fiscal Impact**

Financial impact has been presented in the report.

**Background**

This report is submitted to request approval of the technical budget adjustments following the January mid-year financial review. The attached extended background includes a summary of the significant changes being requested (see Attachment 1 for the total proposed adjustment for each Fund).

The Combined Budget Summary (Attachment 2) represents the total adjusted budget for the OCFA and details the revenue and expenditure budgets in each fund assuming these proposed adjustments are approved.

**Attachment(s)**

1. FY 2014/15 Mid-Year Budget Adjustments
2. Combined Budget Summary

Background

**FY 2014/15 General Fund**

Overall the proposed General Fund changes result in a total revenue increase of approximately \$15.3 million and a total expenditure increase of approximately \$4.7 million. Additional expenditure adjustments of approximately \$8 million were completed in January, including accrual of the Jurisdictional Equity Adjustment Payments (JEAPs), and the use of prior year unencumbered fund balance for accelerated paydown of OCFA's pension liability with OCERS.

**FY 2014/15 General Fund Revenue Adjustments**

**Property Taxes:** Based on the Auditor/Controller tax ledger and current receipts, property tax revenues are estimated to exceed the budget by approximately \$9.3 million. \$9,360,000

**Assistance by Hire (ABH):** Assistance by Hire is the term used when OCFA responds to requests for assistance on incidents outside our area of responsibility, on a reimbursement basis. Current year activity is approximately \$4.7 million greater than budget due to various out-of-county responses. An expenditure adjustment is also proposed to the overtime/backfill/incident expenditures categories. \$4,720,000

**Community Risk Reduction (CRR) Fees:** In July, the Board approved a change to the CRR fee schedule, resulting in a net reduction to CRR fees and revenue. (\$890,000)

**Community Redevelopment Agency (CRA) Pass-Through:** Current receipts of pass-through revenues are exceeding budget. Notable adjustments include a one-time payment of approximately \$717,000 due to the settlement of a lawsuit between the City of Irvine and the California Department of Finance, as well as a delayed pass-through from Yorba Linda which was due in FY 2013/14 but received in the current year. \$2,700,000

**Interest:** Estimated interest is being adjusted based on updated information, including a combination of six months of actual interest earnings and projections for the remaining six months of the fiscal year. (\$500,000)

**Other Miscellaneous Revenues:** Various changes are anticipated to categories of miscellaneous revenues, for a total net decrease of approximately \$100,000. (\$100,000)

---

**Total FY 2014/15 General Fund Revenue Changes** **≈ \$15,290,000**

---

**FY 2014/15 General Fund Expenditure Adjustments**

<b>Overtime/backfill/incident expenditures:</b> As mentioned under revenue for Assistance by Hire, this account will require an increase related to out-of-county responses.	\$3,200,000
<b>MOU and Staffing Related Changes:</b> Several changes in staffing configurations and changes introduced by the recently approved MOUs require budget adjustments in the current FY for a net increase of approximately \$1.1 million.	\$1,080,000
<b>Professional Services:</b> Professional services expenditure budgets require an increase of \$520,000 including funding for the labor negotiator, Special Litigation Counsel, General Counsel, actuarial study, Fire Station 11 Architectural design and ADA upgrades, and Microsoft training platform.	\$520,000
<b>Air Operations:</b> An adjustment is required to fund several Air Operations changes approved by the Board in February, combined with component purchases for a total increase of \$490,000.	\$490,000
<b>TRAN Interest Expense:</b> TRAN interest expense is being adjusted based on updated information, including a combination of six months of actual interest expense and projections for the remaining six months of the fiscal year.	(\$570,000)
<hr/> <hr/>	
<b>Total FY 2014/15 General Fund Expenditure Changes</b>	<b>≈ \$4,720,000</b>

**General Fund Beginning Fund Balance Adjustment**

The beginning fund balances will be adjusted in accordance with the FY 2013/14 year-end audit. These increases resulted primarily from additional revenue received in the fiscal year, as well as salary savings and services & supplies savings.

**FY 2014/15 Capital Improvement Funds/Other Funds**

- Facilities Maintenance and Improvements Fund (Fund 122): This fund has been approved by the Board for closure and transfer to the General Fund. The chart of accounts will be adjusted and provides staff the ability to track budgets and expenditures on a per-station basis in the same manner as within Fund 122. All required budget adjustments will be included in the Fund closure transactions.
- Fire Stations and Facilities (Fund 123): Revenues are increasing by approximately \$3.2 million for anticipated developer contributions, bankruptcy proceeds, and accrued interest updates. The budgeted beginning fund balance will be adjusted by approximately \$1.8 million in accordance with the FY 2013/14 annual financial audit.
- Communications and Information Systems Fund (Fund 124): Revenues are increasing by approximately \$276,000 for bankruptcy proceeds and accrued interest updates. The

budgeted beginning fund balance will be adjusted by approximately \$8.3 million in accordance with the FY 2013/14 annual financial audit.

- Fire Apparatus Fund (Fund 133): Revenues are increasing by approximately \$180,000 for bankruptcy proceeds and accrued interest updates. Expenditures are decreasing by \$155,000 as the purchase of helicopter components is occurring in the General Fund. The budgeted beginning fund balance will be adjusted by approximately \$5.3 million in accordance with the FY 2013/14 annual financial audit.
- Structural Fire Fund Entitlement Fund (Fund 171): Revenues are increasing by approximately \$830 for accrued interest updates. The budgeted beginning fund balance will be adjusted by approximately \$200,000 in accordance with the FY 2013/14 annual financial audit.
- Self-Insurance Fund (Fund 190): Revenues are increasing by \$34,806 for accrued interest updates. Expenditures are decreasing by approximately \$4 million to conform the expenditure budget to the most recent actuarial report. The budgeted beginning fund balance will be adjusted by approximately \$5.2 million in accordance with the FY 2013/14 annual financial audit.

The attached Combined Budget Summary represents the total adjusted budget for the OCFA and details the revenue and expenditure budgets in each fund assuming these proposed adjustments are approved.

**FY 2014/15 Mid-Year Budget Adjustments**

The following adjustments to the FY 2014/15 budget are requested:

***General Fund (Fund 121)***

Revenue - \$15,277,167 increase  
Budgeted Beginning Fund Balance - \$6,314,655 increase  
Appropriations - \$4,730,420 increase  
Operating Transfer Out - \$2,416,314 increase

***Facilities Maintenance and Improvement Fund (Fund 122)***

Slated for closure – all required adjustments and transfers will be included in the Fund closure transactions

***Fire Stations and Facilities Fund (Fund 123)***

Revenue - \$3,242,502 increase  
Budgeted Beginning Fund Balance - \$1,811,725 increase  
Appropriations – No Change

***Communications and Information Systems Fund (Fund 124)***

Revenue - \$275,759 increase  
Operating Transfer In - \$2,797,970 increase  
Budgeted Beginning Fund Balance - \$8,282,659 increase  
Appropriations – No Change

***Fire Apparatus Fund (Fund 133)***

Revenue - \$179,896 increase  
Budgeted Beginning Fund Balance - \$5,265,616 increase  
Appropriations - \$155,000 decrease

***Structural Fire Fund Entitlement Fund (Fund 171)***

Revenue - \$830 increase  
Budgeted Beginning Fund Balance - \$212,726 increase  
Appropriations – No Change

***Self-Insurance Fund (Fund 190)***

Revenue - \$34,806 increase  
Budgeted Beginning Fund Balance - \$5,198,580 increase  
Appropriations - \$3,980,483 decrease

**ORANGE COUNTY FIRE AUTHORITY  
COMBINED BUDGET SUMMARY  
FY 2014/15**

	121 General Fund	<u>CIP Funds</u>				<u>Other Funds</u>		Total
		122 Facilities Maint & Improvement*	123 Fire Stations & Facilities	124 Communications & Info. Systems	133 Fire Apparatus	171 SFF Entitlement	190 Self Insurance	
<b>FUNDING SOURCES</b>								
<i>Property Taxes</i>	\$204,827,822	\$0	\$0	\$0	\$0	\$0	\$0	\$204,827,822
<i>Intergovernmental</i>								
State Reimbursements	8,503,164	-	-	-	-	-	-	8,503,164
Federal Reimbursements	2,745,522	1,124,780	-	-	-	-	-	3,870,302
Community Redevelopment Pass-thru	9,311,988	-	-	-	-	-	-	9,311,988
<i>Charges for Current Services</i>								
Contracts	87,564,667	292,403	-	-	1,381,161	-	-	89,238,231
HMS Revenue	-	-	-	-	-	-	-	-
Fees - Community Risk Reduction	6,448,604	-	-	-	-	-	-	6,448,604
Other Charges for Services	171,535	-	-	-	-	-	-	171,535
ALS Reimbursements, Supplies	4,570,574	-	-	-	-	-	-	4,570,574
Charges for Workers' Comp	-	-	-	-	-	-	13,811,667	13,811,667
<i>Use of Money and Property</i>								
Interest	384,176	6,117	42,548	45,340	74,275	2,326	178,207	732,989
<i>Other</i>								
Developer contributions	-	-	7,128,450	-	643,106	-	-	7,771,556
Miscellaneous	1,266,125	-	150,172	253,528	155,579	-	-	1,825,404
<i>Other Funding Sources</i>								
Total Revenues & Other Financing Sources	325,794,177	1,423,300	7,321,170	298,868	2,254,121	2,326	13,989,874	351,083,836
Operating Transfer In	-	-	-	3,000,906	-	-	-	3,000,906
Beginning Fund Balance	53,456,136	2,669,908	10,918,466	16,441,734	26,299,601	784,617	60,921,529	171,491,991
<b>TOTAL AVAILABLE RESOURCES</b>	<b>\$379,250,313</b>	<b>\$4,093,208</b>	<b>\$18,239,636</b>	<b>\$19,741,508</b>	<b>\$28,553,722</b>	<b>\$786,943</b>	<b>\$74,911,403</b>	<b>\$525,576,733</b>
<b>EXPENDITURES</b>								
Salaries & Emp Benefits	\$306,588,160	\$0	\$0	\$0	\$0	\$0	\$0	\$306,588,160
Services & Supplies	32,450,779	2,150,798	-	2,701,459	83,896	216,213	6,891,895	44,495,040
Capital Outlay	214,914	503,978	5,749,437	6,763,638	10,345,545	-	-	23,577,512
Debt Service	329,083	-	-	-	2,531,723	-	-	2,860,806
Total Expenditures	\$339,582,936	2,654,776	5,749,437	\$9,465,097	12,961,164	216,213	6,891,895	377,521,518
Appropriation for Contingencies	3,000,000	-	-	-	-	-	-	3,000,000
Operating Transfer Out	3,000,906	-	-	-	-	-	-	3,000,906
Ending Fund Balance	33,666,471	1,438,432	12,490,199	10,276,411	15,592,558	570,730	68,019,508	142,054,309
<b>TOTAL FUND COMMITMENTS &amp; FUND BALANCE</b>	<b>\$379,250,313</b>	<b>\$4,093,208</b>	<b>\$18,239,636</b>	<b>\$19,741,508</b>	<b>\$28,553,722</b>	<b>\$786,943</b>	<b>\$74,911,403</b>	<b>\$525,576,733</b>

\* Board approved closure of Fund; adjustment and transfers in progress



Orange County Fire Authority  
**AGENDA STAFF REPORT**

**Board of Directors Meeting**  
**March 26, 2015**

**Agenda Item No. 3D**  
**Consent Calendar**

**2014 Homeland Security Grant Program**  
**Agreement to Transfer Property or Funds**

---

**Contact(s) for Further Information**

Dave Thomas, Assistant Chief                      [davethomas@ocfa.org](mailto:davethomas@ocfa.org)                      714.573.6012  
Operations Department

Randy Black, Battalion Chief                      [randyblack@ocfa.org](mailto:randyblack@ocfa.org)                      714.573.6056

**Summary**

This item is submitted for approval of a resolution authorizing the Fire Chief to execute an agreement to receive grant funds to transfer or purchase equipment/services to the Orange County Fire Authority (OCFA) as a sub-grantee to the Orange County Sheriff-Coroner Department.

**Prior Board/Committee Action**

At its March 11, 2015, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**Recommended Action(s)**

1. Adopt the proposed Resolution authorizing the Fire Chief, or his designee, to execute the Agreement to Transfer Property or Funds for 2014 Homeland Security Grant Program Purposes.
2. Increase revenue and appropriations in the FY 2014/15 General Fund by \$160,000 for the Fire Captain position at the Orange County Intelligence Assessment Center.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Increase of \$160,000 to revenue and appropriations in the FY 2014/15 General Fund.

**Background**

The State Homeland Security Grant Program is one of seven Homeland Security Grant Programs. The goal of the State Homeland Security Grant Program is to provide funds to build the capabilities at the state and local levels to prevent, prepare, respond, and recover from a terrorism act, and natural and manmade disasters.

As part of the Homeland Security Grant Program, the Operational Area is required to appoint an Anti-Terrorism Approval Body to determine the allocation of grant funds. The Approval Body consists of the Orange County Sheriff, the Orange County Public Health Officer, the OCFA Fire Chief, a municipal Fire Chief, and a Municipal Police Chief. Historically, the approval body has

directed funds to the following areas: 20% - fire service; 20% - law; 20% - emergency medical services; and 40% - discretionary.

OCFA has been apportioned \$160,000 of the FY 2014 grant award to the Orange County Operational Area. These funds will be used to reimburse backfill costs to assign one OCFA Fire Captain to the Orange County Intelligence Assessment Center.

**Attachment(s)**

1. Proposed Resolution
2. GY14 State Homeland Security Grant Program Agreement



**RESOLUTION NO. 2015-XX**

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY  
BOARD OF DIRECTORS AUTHORIZING FIRE CHIEF TO EXECUTE  
DOCUMENTS NECESSARY TO OBTAIN FEDERAL ASSISTANCE**

*WHEREAS*, the County of Orange, acting through its Sheriff-Coroner Department in its capacity as the lead agency for the Orange County Operational Area, has applied for, received and accepted a Federal Homeland Security Grant Program grant (the “Grant”), subgranted by the State of California, acting through its California Emergency Management Agency, to enhance county-wide emergency preparedness; and

*WHEREAS*, the terms of the Grant require the County to use certain grant funds to purchase equipment, technology or services that will be transferred to the Orange County Fire Authority (“OCFA”) as subgrantee to be used for grant purposes; and

*WHEREAS*, the California Supplement to Federal Program Guidance for the GY14 Homeland Security Grant Program requires all subgrantee applications to include a new “Governing Body Resolution” appointing agents authorized to act on behalf of the Board, and to execute any actions necessary for the application and subgrant.

*NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY, DOES HEREBY RESOLVE THAT:*

Fire Chief Jeff Bowman, or his designee, is hereby authorized to execute for and on behalf of the Orange County Fire Authority, a Joint Powers Authority established under the laws of the State of California, any agreements, documents, or actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

*PASSED, APPROVED, AND ADOPTED* this 26<sup>th</sup> day of March 2015.

---

ELWYN A. MURRAY, CHAIR  
OCFA Board of Directors

ATTEST:

---

SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

**AGREEMENT TO TRANSFER PROPERTY OR FUNDS  
FOR 2014 HOMELAND SECURITY GRANT PROGRAM PURPOSES**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, which date is identified for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority (OCFA), a (municipal corporation/special district/not-for-profit corporation), hereinafter referred to as "SUBGRANTEE."

**WHEREAS**, COUNTY, acting through its Sheriff-Coroner Department in its capacity as the lead agency for the Orange County Operational Area, has applied for, received and accepted a grant from the State of California, acting through its California Office of Emergency Services, to enhance county-wide emergency preparedness, hereinafter referred to as "the grant", as set forth in the grant documents that are attached hereto as Attachments A (FY 14 CA Supplement to the Federal Program Guidance), B (FY 14 Homeland Security Grant Program Guidance), and C (FY 14 Homeland Security Grant Assurances) and incorporated herein by reference.

**WHEREAS**, the terms of the grant require that COUNTY use certain grant funds to purchase equipment, technology or services that will be transferred to SUBGRANTEE to be used for grant purposes.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. COUNTY shall transfer to SUBGRANTEE the equipment, technology or services as specified in Attachment D hereto, which is incorporated herein by reference. If the grant requires COUNTY to transfer to SUBGRANTEE equipment, technology or services that COUNTY has not yet acquired, COUNTY shall transfer said equipment, technology or services to SUBGRANTEE as soon after acquisition by COUNTY as is reasonably practicable.

2. If COUNTY transfers grant funds to SUBGRANTEE, SUBGRANTEE shall use said grant funds only to acquire equipment, technology or services as set forth in Attachment B hereto and/or to perform such other grant functions, if any, that Attachments A, B and C permit SUBGRANTEE to expend

1 grant funds. SUBGRANTEE shall provide COUNTY with a budget breakdown signed by the authorized  
2 agent.

3 3. Throughout its useful life, SUBGRANTEE shall use any equipment, technology or  
4 services acquired with grant funds only for those purposes permitted under the terms of the grant, and  
5 shall make it available for mutual aid response.

6 4. SUBGRANTEE shall exercise due care to preserve and safeguard equipment acquired with  
7 grant funds from damage or destruction and shall provide regular maintenance and repairs for said  
8 equipment as are necessary, in order to keep said equipment in continually good working order. Such  
9 maintenance and servicing shall be the sole responsibility of the SUBGRANTEE, who shall pay for  
10 material and labor costs for any maintenance and repair of said equipment throughout the life of said  
11 equipment.

12 5. SUBGRANTEE shall assume all continuation costs of said equipment, technologies and/or  
13 services to include but not be limited to upgrades, licenses and renewals of said equipment, technologies  
14 and/or services.

15 6. If equipment acquired with grant funds becomes obsolete or unusable, SUBGRANTEE  
16 shall notify COUNTY of such condition. SUBGRANTEE shall transfer or dispose of grant-funded  
17 equipment only in accordance with the instructions of COUNTY.

18 7. SUBGRANTEE agrees to indemnify, defend and hold harmless COUNTY and their  
19 elected and appointed officials, officers, agents and employees from any and all claims and losses accruing  
20 or resulting to any and all contractors, subcontractors, laborers, and any other person, firm or corporation  
21 furnishing or supplying work services, materials or supplies in connection with SUBGRANTEE's use of  
22 grant-funded equipment, technology or services and SUBGRANTEE's performance of this Agreement,  
23 including Attachments A, B and C hereto, and from any and all claims and losses accruing or resulting to  
24 any person, firm, or corporation who may be injured or damaged by SUBGRANTEE in SUBGRANTEE's  
25 use of grant-funded equipment, technology or services and SUBGRANTEE's performance of this  
26 Agreement, including Attachments A, B and C hereto.

27 8. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully bound  
28 by all applicable provisions of Attachments A, B and C hereto. SUBGRANTEE shall notify COUNTY

1 immediately upon discovery that it has not abided or no longer will abide by any applicable provision of  
2 Attachments A, B and C hereto.

3 9. SUBGRANTEE and COUNTY shall be subject to examination and audit by the State  
4 Auditor with respect to this Agreement for a period of three years after final payment hereunder.

5 10. No alteration or variation of the terms of this Agreement shall be valid unless made in  
6 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or  
7 agreement not incorporated herein shall be binding on any of the parties hereto.

8 11. SUBGRANTEE may not assign this Agreement in whole or in part without the express  
9 written consent of COUNTY.

10 12. For a period of three years after final payment hereunder or until all claims related to this  
11 Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all  
12 documents, papers and records relevant to the work performed or property or equipment acquired in  
13 accordance with this Agreement, including Attachments A, B and C hereto. For the same time period,  
14 SUBGRANTEE shall make said documents, papers and records available to COUNTY and the agency  
15 from which COUNTY received grant funds or their duly authorized representative(s), for examination,  
16 copying, or mechanical reproduction on or off the premises of SUBGRANTEE, upon request during usual  
17 working hours.

18 13. SUBGRANTEE shall provide to COUNTY all records and information requested by  
19 COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be  
20 required to provide to the agency from which COUNTY received grant funds or other persons or agencies.

21 14. COUNTY may terminate this Agreement and be relieved of the payment to  
22 SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained in this Agreement,  
23 including Attachments A, B and C hereto, at the time and in the matter herein provided, or b) COUNTY  
24 loses funding under the grant. In the event of termination, COUNTY may proceed with the work in any  
25 manner deemed proper by COUNTY.

26 15. SUBGRANTEE and its agents and employees shall act in an independent capacity in the  
27 performance of this Agreement, including Attachments A, B and C hereto, and shall not be considered  
28 officers, agents or employees of COUNTY or of the agency from which COUNTY received grant funds.

1 15. SUBGRANTEE and its agents and employees shall act in an independent capacity in the  
2 performance of this Agreement, including Attachments A, B and C hereto, and shall not be considered  
3 officers, agents or employees of COUNTY or of the agency from which COUNTY received grant funds.

4 IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Orange,  
5 State of California.

6  
7 DATED: \_\_\_\_\_, 201\_ COUNTY OF ORANGE, a political  
8 subdivision of the State of California  
9 By \_\_\_\_\_  
10 Sheriff-Coroner  
"COUNTY"

11 APPROVED AS TO FORM:  
12 COUNTY COUNSEL  
13  
14 By Wendy Phillips  
Wendy Phillips

15  
16 DATED: Nov. 12, 2014

17  
18 DATED: \_\_\_\_\_ SUBGRANTEE  
19  
20 By: \_\_\_\_\_  
21 Jeff Bowman, Fire Chief  
22 By: \_\_\_\_\_

23 ATTEST:  
24  
25 By \_\_\_\_\_  
City Clerk

26  
27 DATED: \_\_\_\_\_, 201\_



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
March 26, 2015

Agenda Item No. 3E  
Consent Calendar

---

**Reserve Firefighter Program Status Update**

---

**Contact(s) for Further Information**

Dave Thomas, Assistant Chief Operations Department	<a href="mailto:davethomas@ocfa.org">davethomas@ocfa.org</a>	714.573.6012
George Casario, Battalion Chief Community Volunteer Services	<a href="mailto:georgecasario@ocfa.org">georgecasario@ocfa.org</a>	949.837.6572

**Summary**

This item is submitted routinely to provide a six month status report on the OCFA Reserve Firefighter Program.

**Prior Board/Committee Action**

Not Applicable.

**Recommended Action(s)**

Receive and file the report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Funding for the Reserve Firefighter Program is included in the FY 2014/15 adopted budget.

**Background**

This report on the Reserve Firefighter Program activities covers the period of July 1, 2014, to December 31, 2014.

**Current Reserve Program Status:** Consistently operating under budget and effectively augmenting the OCFA's career staff.

**Roster Size/Strength:** Current roster information is presented for review in Attachment 1.

**Recruitment/Hiring:** Primarily focused on the three Level 1 Fire Stations 11, 14, and 16.

**Training/EMS:** Reserve Firefighter Academy 17 graduated 33 Reserve Firefighters on December 13, 2014. Plans are underway for reserve Firefighter Academy 18 in the summer/fall of 2015. A Reserve Officer Academy is also planned for the 2<sup>nd</sup> quarter of 2015.

**Attachment(s)**

1. Reserve Program Staffing Levels as of 03/09/2015
2. Summary of Reserve Unit Activity (07/01/14 to 12/31/14)

Reserve Firefighter Program  
STAFFING LEVELS

Reserve Program staffing levels, vacancies, applications, and new recruits as of October 9, 2015

Station	Equipment	Total Roster Positions	# Qualified	# Vacancies	# in Academy	% of Total Roster	Apps in NeoGov	
7	San Juan Capo	Patrol, WT	25	18	7	0	72%	28
11	Emerald Bay	Engine, Patrol	25	11	14	0	44%	5
14	Silverado Cyn	Engine, Patrol	25	7	18	0	28%	2
16	Modjeska Cyn	Engine, Patrol, WT	25	20	5	0	80%	1
18	Trabuco Cyn	Patrol	20	16	4	0	80%	11
26	Irvine	Patrol	20	14	6	0	70%	43
30	Dana Point	Patrol, Air Unit	25	17	8	0	68%	19
32	Yorba Linda	Patrol, WT	25	22	3	0	88%	24
C18	Trabuco Cyn	Reserve Hand Crew	35	25	10	0	71%	112
C41	Fullerton Airport	Heli-Support, WT, Air Unit	35	27	8	0	77%	200
Totals			260	177	83	0	68%	446

**Orange County Fire Authority  
Reserve Program Summary\* of Unit Activity  
July 1, 2014 to December 31, 2014**

	(A)	(B)	(C)	(D)	(E)	
	# Dispatched Responses	# Responses Enroute	% Dispatched Enroute <sup>i</sup>	# Responses On Scene	% Dispatched On Scene	
San Juan	<i>Patrol 7</i>	241	50	21%	38	16%
Capistrano	<i>Water Tender 7</i>	4	1	25%	1	25%
	<b>Sta. 7 Totals</b>	<b>245</b>	<b>51</b>	<b>21%</b>	<b>39</b>	<b>16%</b>
Emerald Bay	<i>Engine 11</i>	24	10	42%	9	38%
	<i>Patrol 11</i>	70	48	69%	46	66%
	<b>Sta. 11 Totals</b>	<b>94</b>	<b>58</b>	<b>62%</b>	<b>55</b>	<b>59%</b>
Silverado	<i>Engine 14</i>	6	2	33%	2	33%
	<i>Patrol 14</i>	25	19	76%	16	64%
	<b>Sta. 14 Totals</b>	<b>31</b>	<b>21</b>	<b>68%</b>	<b>18</b>	<b>58%</b>
Modjeska	<i>Engine 16</i>	19	16	84%	10	53%
	<i>Patrol 16</i>	33	29	88%	20	61%
	<i>Water Tender 16</i>	7	5	71%	4	57%
	<b>Sta. 16 Totals</b>	<b>59</b>	<b>50</b>	<b>85%</b>	<b>34</b>	<b>58%</b>
Irvine	<i>Patrol 26</i>	287	207	72%	127	44%
	<b>Sta. 26 Totals</b>	<b>287</b>	<b>207</b>	<b>72%</b>	<b>127</b>	<b>44%</b>
Trabuco Canyon	<i>Patrol 18</i>	57	25	44%	8	14%
	<i>Crew 18</i>	12	6	50%	7	58%
	<b>Sta. 18 Totals</b>	<b>69</b>	<b>31</b>	<b>45%</b>	<b>15</b>	<b>22%</b>
Dana Point	<i>Patrol 30</i>	180	41	23%	30	17%
	<i>Air Utility 30</i>	10	6	60%	4	40%
	<b>Sta. 30 Totals</b>	<b>190</b>	<b>47</b>	<b>25%</b>	<b>34</b>	<b>18%</b>



**Orange County Fire Authority  
Reserve Program Summary\* of Unit Activity  
July 1, 2014, to December 31, 2014**

	(A)	(B)	(C)	(D)	(E)	
	# Dispatched Responses	# Responses Enroute	% Dispatched Enroute <sup>i</sup>	# Responses On Scene	% Dispatched On Scene	
Yorba Linda						
	<i>Patrol 32</i>	103	64	62%	31	30%
	<i>Water Tender 32</i>	6	6	100%	4	67%
	<b>Sta. 32 Totals</b>	<b>109</b>	<b>70</b>	<b>64%</b>	<b>35</b>	<b>32%</b>
Fullerton						
	<i>Heli-Support 41</i>	3	3	100%	2	67%
Airport						
	<i>Heli-Tender 41</i>	10	8	80%	4	40%
	<i>Air Utility 41</i>	1	0	0	0	0
	<b>Sta. 41 Totals</b>	<b>14</b>	<b>11</b>	<b>79%</b>	<b>6</b>	<b>43%</b>

\*Summary includes all dispatched calls for Reserve units.

<sup>i</sup> Reserve Engines and Patrols are required to respond within 10 minutes

<sup>i</sup> Air Utilities and Water Tenders are required to respond within 20 minutes; Helicopter Support Crew 41 and Crew 18 have a 45 minute response time to station and are frequently cancelled. This may account for low enroute statistics.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
March 26, 2015

Agenda Item No. 3F  
Consent Calendar

**Grant Acceptance for State Responsibility Area  
Fire Prevention Fund Program**

---

**Contact(s) for Further Information**

Sandy Cooney, Director Corporate Communications	<a href="mailto:sandycooney@ocfa.org">sandycooney@ocfa.org</a>	714.573.6801
Jay Barkman, Legislative Analyst	<a href="mailto:jaybarkman@ocfa.org">jaybarkman@ocfa.org</a>	714.573.6048

**Summary**

This agenda item is submitted to accept a grant amount of \$110,000 from the State Responsibility Area Fire Prevention Fund (SRAFPF) Grant Program.

**Prior Board/Committee Action**

Not Applicable.

**Recommended Action(s)**

Review and authorize the proposed mid-year budget adjustment to increase revenue and appropriations in the FY 2014/15 General Fund by \$110,000 for the development of a County-wide Wildfire Protection Plan.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Increase of \$110,000 to revenue and appropriations in the FY 2014/15 General Fund.

**Background**

In 2014, the California State Budget included grant funds derived from the State Responsibility Area fee to fund various activities including planning, education, fuel removal and defensible space. The OCFA applied for funds to develop a County-wide Wildfire Protection Plan (CWPP). The CWPP is a nationally recognized process and tool used by communities across the country to identify and address risks from wildfire. An adopted CWPP is often relied on by U.S. Forest Service and other grantors in directing other grant funds for fuel removal and wildfire mitigation. The development of an Orange County CWPP will assist all affected Orange County communities in obtaining other grant funds and identifying priority projects for improving wildfire safety.

**Attachment(s)**

CALFIRE Grant Award Letter dated March 10, 2015



DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
P.O. Box 944246  
SACRAMENTO, CA 94244-2460  
(916) 653-7772  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)



March 10, 2015

Brian Norton  
Orange County Fire Authority  
1 Fire Authority Road  
Irvine, California 92602

RE: Project Application for the State Responsibility Area Fire Prevention Fund (SRAFPF) Grant Program

Dear Applicant,

Congratulations! The Department of Forestry and Fire Protection (CAL FIRE) is pleased to inform you that your grant project application for project titled **OCFA - County-Wide Wildfire Protection Plan for Orange County, CA** has been selected for funding in the amount of **\$110,000.00**. **This grant award is contingent upon receipt of final documents.** You will receive the full agreement with instructions via email to [briannorton@ocfa.org](mailto:briannorton@ocfa.org) by March 27, 2015. Please refer to the SRAFPF procedural guide for a complete listing of documents that must be submitted. If the email address identified above is incorrect or if you have not received a grant agreement by the date indicated, please contact the Grants Management Unit at [CALFIRE.Grants@fire.ca.gov](mailto:CALFIRE.Grants@fire.ca.gov). **All documents must be returned to CAL FIRE no later than April 15, 2015. Failure to return documents by this date may result in loss of funding.**

Do not start on your grant project until you have received a confirmation that your grant agreement has been fully executed.

Congratulations again and we look forward to working with you on your grant project. If you have any additional questions, please contact Brian Norton at (714) 573-6171.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sam Walker'.

Sam Walker  
SRA Fire Prevention Fund Program Manager



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
March 26, 2015

Agenda Item No. 3G  
Consent Calendar

**911 Emergency Ambulance Contracts  
Advanced Life Support Billing/Reimbursement Agreements**

---

**Contact(s) for Further Information**

Lori Zeller, Assistant Chief Business Services Department	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Jim Ruane, Finance Manager	<a href="mailto:jimruane@ocfa.org">jimruane@ocfa.org</a>	714.573.6304

**Summary**

This item is submitted to request approval as to form of an Ambulance Billing Agreement between OCFA and the Ambulance providers that have received "Notice of Intent to Award" letters as a result of the County 911 Emergency Ambulance Transportation Services RFP.

**Committee Action**

Not Applicable.

**Recommended Action**

Approve and authorize the Board Chair to sign the Advanced Life Support Billing Agreements in the form provided.

**Impact to Cities/County**

If the proposed contract award recommendations are approved by the Board of Supervisors, cities currently served by AmeriCare MedServices or Doctors Ambulance Service will be served by CARE Ambulance Service (see chart on the following page). Emergency Ambulance Service will continue to provide service to Yorba Linda and Placentia.

**Fiscal Impact**

Approval of the Agreement will ensure continuation of the \$5 million annual cost recovery reimbursements that OCFA receives for Basic Life Support (BLS) supplies and Advanced Life Support (ALS) services provided by OCFA personnel.

**Background**

On March 6, 2015, the Orange County Health Care Agency released "Notice of Intent to Award" letters to prospective bidders. The results of the Request for Proposal (RFP) evaluation panels are summarized on the following page. Proposed contract awards are tentatively scheduled for consideration by the Orange County Board of Supervisors on April 14, 2015, for contracts that would become effective June 1, 2015. The tentative date for award of contracts is subject to the protest process. Proposers had until March 12, 2015, at 5:00 p.m. to submit protests. As of the writing of this staff report, two protests have been submitted.

**Emergency Ambulance Transport Proposals Solicitation #OC2014-01**

Ambulance Service Provider	REGION BIDS & EVALUATION PANEL SCORES (Cities + *Unincorporated Areas)				
	A	B	C	D	E
	Placentia* Yorba Linda*	Cypress La Palma Los Alamitos* Seal Beach* Stanton*	Irvine* Tustin* Villa Park*	Laguna Hills Laguna Niguel Aliso Viejo* Laguna Woods* Dana Point	San Juan Capistrano* Rancho Santa Margarita* Mission Viejo Lake Forest*
Current	Emergency	CARE	Doctor's	Doctor's	Doctor's
RFP Results					
Doctor's			Alternate	Alternate	Alternate
CARE	Alternate	Primary	Primary	Primary	Primary
AmeriCare		Alternate			
Emergency	Primary				

The United States Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), has issued regulations allowing BLS ambulance providers to bill for ALS services rendered by a separate entity as long as a written billing agreement exists between the parties. Consistent with these requirements, the recommended 911 Emergency Transportation providers (CARE and Emergency) tentatively scheduled for award of contracts are required to enter into an agreement with OCFA in order to bill for ALS services and reimburse OCFA for specified services provided to patients. Attached is the proposed Billing Agreement.

**[Attachment\(s\)](#)**

Advanced Life Support Billing Agreement

**ADVANCED LIFE SUPPORT SERVICES  
BILLING AGREEMENT**

This Advanced Life Support Services Billing Agreement ("ALS Agreement") is made and entered into this \_\_\_\_\_ day of March 2015, by and between the ORANGE COUNTY FIRE AUTHORITY, a Joint Powers Agency organized pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code, hereinafter referred to as "OCFA," and \_\_\_\_\_, Inc., hereinafter referred to as "Contractor." OCFA and Contractor may be referred to collectively herein as the "parties."

**RECITALS**

A. Contractor has entered into an agreement with the Orange County EMS ("OCEMS"), to provide emergency ambulance transportation services in one or more OCEMS Exclusive Operating Areas (EOA) ("Ambulance Agreement"); and

B. OCFA provides paramedic personnel to perform advanced life support ("ALS") services ("ALS Services") to patients who may also receive ambulance transport services from Contractor; and

C. The United States Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), has issued regulations allowing basic life support ("BLS") ambulance providers to bill for ALS services rendered by a separate entity as long as a written billing agreement exists between the parties; and

D. OCEMS and OCFA have determined that it is in the best interest of the public to permit Contractor to bill for ALS Services rendered by OCFA paramedics, subject to appropriate reimbursement to OCFA; and

E. As stipulated in the Ambulance Request for Proposal (RFP) issued by OCEMS and as stipulated in the OCEMS Ambulance Agreement, which Contractor has entered into, Contractor is responsible for charging and collecting the ALS Service Rate and for directly paying to OCFA the ALS Reimbursement Rate.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, and in consideration of the foregoing recitals, which are hereby incorporated by reference into this ALS Agreement below, and the mutual promises, covenants, and conditions contained herein, the parties hereto agree as follows:

**AGREEMENT**

**1 TERM**

The term of this ALS Agreement shall commence on the earlier of June 1, 2015, or the effective date of the OCEMS Ambulance Agreement, the "Effective Date" and end upon the expiration of the OCEMS Ambulance Agreement, or any extensions thereof

issued and approved by OCEMS. Notwithstanding the foregoing, this ALS Agreement may be terminated by OCFA without cause upon 180 days advance written notice. This ALS Agreement may also be terminated for cause as provided below.

**2 ALS SERVICE RATES**

2.1 **Maximum ALS Service Rate.** The Orange County Board of Supervisors establishes the maximum Advanced Life Support (“ALS”) service rate (“ALS Service Rate”) that may be charged by Contractor for OCFA-provided emergency ALS services to patients transported either ALS or BLS. For those calls for service in which ALS services are provided by OCFA to patients that are transported either ALS or BLS, Contractor shall be responsible for charging and collecting the ALS Service Rate, in addition to Contractor’s BLS Service Rate. Contractor shall not charge more than the maximum ALS Service Rate approved by the Board of Supervisors. ALS means the same as is defined in the EMS Act. The ALS Service Rate is reviewed periodically by the Board of Supervisors. The maximum approved ALS Service Rate is subject to the same annual percentage adjustment increase as the County’s emergency BLS base rate increase, if any. The approved maximum ALS Service Rate (as of July 1, 2014) is as follows:

<u>Type of Charge</u>	<u>Maximum Rate</u>
ALS Service Rate	\$387.35 per transport w/ALS services

2.2 **ALS Reimbursement Rate.** The OCFA Board of Directors establishes the OCFA ALS reimbursement rate (“ALS Reimbursement Rate”), subject to approval by the Orange County Board of Supervisors. Contractor shall pay OCFA the established ALS Reimbursement Rate for each call for service in which OCFA provides ALS services to patients that are transported either ALS or BLS in order to cover OCFA’s costs for providing such services.

2.2.1 **Medicare Patients.** The ALS Reimbursement Rate for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans (e.g., Secure Horizons) that use Medicare rates as a basis for payment in full, is based on the Medicare allowed amounts for each Contractor. The ALS Increment is defined as the difference between the Medicare allowed amount for a given ALS service (i.e., ALS-1E or ALS-2) and the Medicare allowed amount for BLS emergency services, prior to the 20% co-payment deduction.

2.2.1.1 *ALS-1 Emergency Services.* The ALS Reimbursement Rate for ALS-1 emergency transports and ALS-1 emergency assessments with BLS transports for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans (e.g., Secure Horizons) that use Medicare rates as a basis for payment in full, is the ALS Increment, which is the difference between the Medicare allowed amount for ALS-1

emergency services and the Medicare allowed amount for BLS emergency services for a given Contractor, prior to the 20% co-payment deduction.

2.2.1.2 *ALS-2 Services.* The ALS Reimbursement Rate for ALS-2 services for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans (e.g., Secure Horizons) that use Medicare rates as a basis for payment in full, is the ALS Increment, which is the difference between the Medicare allowed amount for ALS-2 services and the Medicare allowed amount for BLS emergency services for a given Contractor, prior to the 20% co-payment deduction.

2.2.2 **Annual Adjustments.** The ALS Reimbursement Rate is reviewed annually by OCFA. The ALS Reimbursement Rate payable to OCFA by Contractor for all ALS services provided to patients, excluding Medicare patients and patients covered under Medi-Medi or Medicare + Choice plans (e.g., Secure Horizons) that use Medicare rates as a basis for payment in full, is subject to the same annual percentage adjustment increase as the County’s emergency BLS base rate increase, if any.

2.2.3 **ALS Reimbursement Rate.** As of July 1, 2014, the approved ALS Reimbursement Rate is as follows:

<u>Type of Charge</u>	<u>Maximum Rate</u>
1. ALS Reimbursement Rate	\$277.40 per transport w/ALS services
2. ALS Reimbursement Rate for Medicare patients or patients with Medi-Medi or Medicare+Choice plans	ALS-1 or ALS-2 Increment

2.3 **Medical Supply Reimbursement Rate.** The OCFA Board of Directors establishes the medical supply reimbursement rate (“Medical Supply Reimbursement Rate”), which Contractor shall pay OCFA per BLS/ALS transport. Contractor shall pay OCFA the Medical Supply Reimbursement Rate for each BLS/ALS patient transport to cover OCFA’s costs for providing expendable medical supplies to Contractor. The Medical Supply Reimbursement Rate is reviewed annually by OCFA. The Medical Supply Reimbursement Rate is subject to the same annual percentage adjustment increase as the County’s emergency BLS base rate increase, if any. As of July 1, 2014, the Medical Supply Reimbursement Rate is as follows:

<u>Type of Charge</u>	<u>Maximum Rate</u>
Medical Supply Reimbursement Rate	\$30.65 per transport (BLS/ALS)

2.4 **Zero Pay Patients.** OCFA will not require Contractor to pay the established ALS Reimbursement Rate or Medical Supply Reimbursement Rate (nor any portion thereof) for “zero pay patients.” “Zero pay patients” are those calls for service to



patients whose only method of healthcare coverage or insurance is provided by a state or local subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California Child Services (“CCS”); and/or (d) County Medical Services for the Indigent (“County/MSI”). Patients who have other means of payment or who are covered by additional or supplemental insurers, other than subsidized health care programs, are not “zero pay patients.” Contractor may seek relief from making the required reimbursement payments to OCFA by applying for a Zero Pay Patient Exemption, as provided below.

2.5 ***Risk of Non-Payment.*** Except as provided otherwise herein, Contractor assumes the entire risk of non-payment for any and all of the services rendered and the charges incurred in connection with its performance under the Ambulance Agreement and this ALS Agreement, including all BLS and ALS charges incurred, as well as all ALS reimbursements and medical supply reimbursements regardless of whether Contractor receives payment for services from any source.

2.6 ***Medicare Patients.*** Contractor shall not charge Medicare patients more than the maximum Medicare rate.

3

**BILLING, AUDIT AND ACCESS TO RECORDS**

3.1 ***Billing System.*** Contractor shall only bill for services according to the approved service rates and schedules set forth in the OCEMS Ambulance Agreement, this ALS Agreement, and as authorized by OCEMS. Prior to the Effective Date, Contractor shall establish an auditable billing system approved by OCEMS, which shall be available for review by OCFA on a periodic basis. Contractor’s patient billing/records system shall be organized so that search and retrieval of all billing records can readily be made according to the following individual criteria:

Patient Name	ALS	911 Calls
BLS	ALS Assessment/BLS Transport	Day/Month/Year
BLS Transport	ALS Transport	OCFA Incident No.

3.2 ***Accounting.*** Contractor shall maintain accurate and complete records of all patient accounting, including but not limited to: (i) all patient invoices, (ii) all patient/insurer payments; (iii) all BLS service charges; (iv) all ALS service charges; (v) all ALS reimbursement payments; (vi) all medical supply reimbursements; (vii) all invoices, payments, and correspondence to and from private insurers, federal or state health care programs, and other responsible third parties; and (viii) all records evidencing payments made by Contractor to OCFA in connection with its performance under this ALS Agreement. Such accounting shall be performed by Contractor in accordance with generally accepted accounting principles and practices consistently applied. OCFA shall have access to such records and information upon seventy-two (72) hours advanced

written notice at all times during normal business hours for the purpose of inspection, audit, review, evaluation, and duplication. Contractor shall, at no cost to OCFA, provide proper facilities for OCFA's access, inspection, audit, review, evaluation, and duplication of such information.

3.3 **Responsibility for Submission of Claims.** Contractor shall be responsible for billing and submitting claims for all transports in which ALS services are rendered, specifically including the performance of ALS assessments as defined in 42 C.F.R. §414.605, in accordance with applicable Medicare guidelines for the level of service provided.

3.3.1 **Submission of Claims.** For services provided pursuant to the contract, Contractor shall submit one claim covering both ALS and BLS services to the appropriate carrier or payer utilizing Contractor's provider number. In no event shall more than one claim per trip be submitted where not permitted by law.

3.3.2 **Sharing of Information and Documentation and Respect of Privacy.** Contractor shall permit access by OCFA to Contractor's respective books and records as they relate to billing and reimbursement for services hereunder. Contractor shall share all patient care and billing information necessary to properly submit Medicare claims, including patient care reports and billing slips. Contractor shall within thirty (30) days of receiving any requests for information or documents from the patient, the Centers for Medicare and Medicaid Services (CMS) (formerly HCFA) or its authorized carrier or intermediary, other payment source, or other state or federal agency with oversight of the billing and patient care practices of the parties pursuant to the contract, make available to OCFA any and all such records requested. All information or documents exchanged between the parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, including the privacy rule established under the Health Insurance Portability and Accountability Act (HIPAA). Both parties will agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies with their respective personnel.

3.4 **Medicare Audits.** In the event that Contractor is obligated to repay any amounts, related to ALS billed services or medical supplies, to Medicare or other carrier pursuant to a post-payment audit, OCFA shall repay Contractor the ALS Reimbursement Rate or Medical Supply Reimbursement Rate, as applicable, on those claims for which payment is recouped by Medicare or other carrier. However, OCFA will only be responsible for repaying the Contractor in two situations: when a claim is downgraded by the Medicare contractor from an ALS-1E call to a BLS emergency call, or from an ALS-2 to an ALS-1E call. In these situations, OCFA will only repay the Contractor an amount equal to the total ALS Increment (i.e., when a call is downgraded from ALS to BLS) or a portion of the ALS Increment, which is the difference between the ALS Increment of an ALS-2 services and the ALS Increment of an ALS-1E service (i.e., when a call is downgraded from an ALS-2 to an ALS-1E). The Contractor shall supply documentation supporting the overpayment demand by the Medicare Contractor prior to any OCFA repayment.

#### 4 **CONTRACTOR MONTHLY PAYMENT**

4.1 **Monthly Payments to OCFA.** All ALS reimbursements and medical supply reimbursements, as required by this ALS Agreement, (hereinafter referred to as “Monthly Payments”) shall be promptly paid by Contractor to OCFA beginning ninety (90) days from the Effective Date, and such payments shall continue to be promptly remitted by Contractor to OCFA thereafter within ninety (90) days after the first day of each month throughout the contract term. Zero Pay Patient Exemptions may be requested by Contractor for each qualifying call by following the procedures below. A penalty of \$500 may be imposed for each late payment. If Contractor’s monthly payments are sixty (60) days late (or more), Contractor may be assessed a 1½% late fee for each month that payments are not made. Failure to make timely Monthly Payments may be deemed a breach of contract.

4.2 **Zero Pay Patient Exemption Requests.** Contractor shall submit to OCFA for approval all Zero Pay Patient Exemption requests and all documentation justifying each request. Zero Pay Patient Exemption requests shall be submitted by Contractor with its monthly ALS reimbursement and medical supply reimbursement payments for the month in which the exemption is requested and must be reflected as a credit on the current Monthly Payment remittance. Requests for exemptions outside the current monthly payment period will not be considered, except as provided herein. Each Zero Pay Patient Exemption will be evaluated and either granted or denied at the sole discretion of the OCFA EMS Section Battalion Chief. Contractor shall be notified in writing by the OCFA EMS Section Battalion Chief if any exemption request will be denied within thirty (30) days of receipt of the request. The decision may be appealed by the Contractor to the OCFA Fire Chief, whose decision shall be final. In the event a Zero Pay Patient Exemption request is denied, Contractor shall adjust its next Monthly Payment remittance for the amount of the credit denied. Exemption requests for “Retro Credits” must be made within the month the Contractor receives notification of the retroactive enrollment in a qualified zero pay patient program.

4.3 **Monthly Payment Report.** Contractor shall submit a Monthly Payment Report (in electronic format) to the OCFA Accounts Receivable Section along with all Monthly Payments. The Monthly Payment Report shall contain the following information:

- a. EOA number;
- b. Name of responsible party invoiced per transport;
- c. Patient name and address;
- d. Indicate BLS, ALS, or ALS Assessment/BLS Transport;
- e. Date of call for service;
- f. OCFA incident number;
- g. ALS reimbursement amount remitted to OCFA per transport; and,
- h. Medical supply reimbursement amount remitted to OCFA per transport.

4.4 **Audit Report**. An audit concerning Monthly Payments may be conducted at the sole discretion of OCFA at any time throughout the contract term. If instructed, Contractor shall promptly produce an audit list (in an approved electronic format) to OCFA auditors, which contains the following information:

- a. Name of responsible party invoiced per transport;
- b. Patient name and address;
- c. Indicate BLS, ALS, or ALS Assessment/BLS Transport;
- d. Date of call for service;
- e. OCFA incident number;
- f. Amount invoiced per transport;
- g. Amount recovered per transport;
- h. Any exemption requests for transports included in the audit sample; and,
- i. Any other requested relevant information required to perform an audit.

## 5 **TERMINATION FOR CAUSE**

5.1 In the event of a breach of this ALS Agreement by Contractor, OCFA may, in its sole and absolute discretion, elect to (1) give Contractor an opportunity cure the breach, or (2) immediately terminate the ALS Agreement.

5.2 The rights and remedies provided in this Section are in addition to any other rights and remedies provided by law or under this ALS Agreement.

## 6 **PAYMENT UPON TERMINATION OR EXPIRATION**

Unless otherwise specified by OCFA, upon the termination or expiration of this ALS Agreement, Contractor shall continue to bill and collect for ALS services provided through the termination/expiration date of this ALS Agreement, and shall promptly submit Monthly Payment(s) and Monthly Payment Report(s) to OCFA, which payments shall remain subject to audit by OCFA. These obligations shall survive the termination/expiration of this ALS Agreement.

## 7 **INSURANCE**

7.1 During the term of this ALS Agreement, Contractor shall maintain insurance coverage as required by OCEMS Ambulance Agreement.

7.2 All insurance policies, except Workers' Compensation and Employers' Liability and Professional Liability, shall contain the following clauses:

7.2.1 "The OCFA are added as additional insureds as respects operations to the named insured performed under contract with OCEMS or the OCFA. Such policies shall be primary, and any other policies maintained by or providing protection for the County or OCFA shall be excess or secondary, but noncontributing."

7.2.2 "This insurance shall not be canceled, limited, or allowed to lapse until after thirty (30) days written notice has been given to the OCFA."

7.3 Upon execution of this ALS Agreement, Contractor shall provide to OCFA, and to the satisfaction of OCFA, certificates of insurance and endorsements evidencing the policies fulfilling the requirements of this Section. If self-insured for workers' compensation, Contractor shall submit to OCFA a copy of its certification of self-insurance issued by the Department of Industrial Relations.

7.4 If Contractor does not keep all of the insurance policies required by this Section in full force and effect at all times during the term of this ALS Agreement, OCFA may elect to treat the failure to maintain the requisite insurance as a breach of contract, which may result in immediate termination of this ALS Agreement.

7.5 At any time during the term of this ALS Agreement, if OCFA reasonably determines, at its sole discretion, that the amounts of insurance held by Contractor pursuant to this Section are no longer sufficient, or that additional types of coverage are needed, Contractor shall modify the existing coverage or obtain additional policies, as OCFA shall reasonably determine. All new policies shall be on the terms and conditions contained herein.

7.6 Contractor shall annually, within ten (10) days of the anniversary of the Effective Date of this ALS Agreement, provide to OCFA evidence that all insurance required pursuant to this Section continues to be in full force and effect.

## 8 **ASSIGNMENT**

8.1 Except as provided herein, Contractor shall not delegate or assign its rights or otherwise transfer its obligations, in whole or in part, under this ALS Agreement to any other person or entity without the prior written consent of OCFA. Any such assignment without the prior written consent of OCFA shall be void and the attempted assignment may constitute a breach of contract.

8.2 The following shall be considered to be a “transfer” for purposes of this Section:

8.2.1 Any change in the business structure, including but not limited to, changes from or to: (a) a sole proprietorship; (b) a partnership, including any change in the partners; (c) a corporation, including any change in the shareholders, whether by operation of law or otherwise;

8.2.2 Bankruptcy, an assignment for the benefit of creditors, or the appointment of a receiver; or

8.2.3 A transfer by any shareholder of greater than ten percent (10%) of the stock issued as of the Effective Date by Contractor, or a sale or transfer of over twenty-five percent (25%) of the assets of Contractor. In the event Contractor experiences regular stock exchanges in excess of the ten percent (10%) threshold, a separate agreement may be negotiated to set a threshold that still provides OCFA with the protections intended. The stock sale of a publicly traded corporation that does not constitute a change in majority ownership will not be deemed a transfer of ownership for purposes of this Section.

## 9 **AUDITS AND INSPECTIONS**

At any time during normal business hours, and as often as may reasonably be deemed necessary by OCFA, OCFA may observe and inspect Contractor’s business office, and Contractor must make promptly available to OCFA for its examination all Contractor records that pertain to its performance of the ALS Agreement. OCFA may audit, examine, and copy any and all Contractor records pertaining to its performance of this ALS Agreement, including but not limited to, daily logs, financial/billing records,

and all other records or data. OCFA's right to inspect Contractor's business office and any and all records pertaining to its performance of the ALS Agreement will be restricted to normal business hours and reasonable notice shall be given to Contractor in advance of such inspection.

## 10 **INDEPENDENT CONTRACTOR**

OCFA, its officers, elected officials, agents, representatives, and employees shall not have any control whatsoever over the conduct of Contractor's employees, except as set forth in the ALS Agreement. Contractor shall not represent that either it or its agents or employees or officers are in any manner agents or employees of OCFA, it being understood that Contractor, its agents, employees, and officers are as to OCFA wholly independent contractors and that Contractor's obligations to OCFA are solely those that are set forth in this ALS Agreement. Contractor hereby further acknowledges and agrees that OCFA shall have no responsibility whatsoever for salary, health benefits, retirement benefits, taxes, or any other benefits of any kind that may be due to Contractor's employees.

## 11 **INDEMNIFICATION**

11.1 **General.** Contractor shall defend, indemnify and hold harmless OCFA, its officers, agents, elected officials, and employees, from all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts or omissions of Contractor, its officers, agents, or employees, or the condition of property used, in the performance of the OCEMS Ambulance Agreement and/or this ALS Agreement, excepting acts or omissions directed by OCFA, its officers, agents, or employees, acting within the scope of their employment, for which OCFA agrees to defend and indemnify Contractor in a like manner.

11.2 **Rates.** Contractor shall defend, indemnify and hold harmless OCFA, its officers, agents, elected officials, and employees, from all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising from any and all challenges to the service rates set forth in this ALS Agreement. A challenge to service rates includes, but is not limited to, both procedural and substantive challenges to the adequacy of, or authority to impose, either the BLS service rate, the ALS service rate, the ALS reimbursement rate, and/or the medical supply reimbursement rate as set forth in this ALS Agreement.

## 12 **COMPLIANCE WITH LAWS**

12.1 All services provided and duties performed by Contractor pursuant to this ALS Agreement must be rendered in full compliance with all applicable federal, state, and local laws, rules, statutes, and regulations. It shall be Contractor's sole responsibility to determine which federal, state, and local laws, rules, statutes, and regulations apply to

the services and duties to be performed pursuant to this ALS Agreement, and to maintain compliance at all times throughout the term of the agreement.

12.2 Contractor shall ensure that all of its employees and ambulances that are used in the performance of services under this ALS Agreement are at all times during the term of the agreement in full compliance with all federal, state, and local laws, rules, statutes, and regulations, including but not limited to: the California Vehicle Code; the California Health & Safety Code; Orange County Ordinance No. 3517 (as may be amended); applicable city ambulance ordinances; and any and all applicable OCEMS or State EMS Authority policies, standards, procedures, regulations, and/or protocols. All Contractor employees shall have in their possession, at all times while on duty, applicable licenses, certifications, and/or permits, as may be required by the agencies and authorities listed herein.

### 13 **RISK**

13.1 Notwithstanding any other term or condition herein, in responding to a call for service, Contractor shall have no claim whatsoever against OCFA, or have any right to recover from OCFA, for the cost of any of the services it renders in its performance of services under this ALS Agreement. Contractor must look solely and exclusively to the service recipient, their insurers, applicable state or federal health care programs, or other responsible party for payment of the services it renders.

13.2 Contractor shall assume the entire risk of non-payment for any and all of the services rendered, duties performed, and charges incurred in connection with its performance of services under the OCEMS Ambulance Agreement and this ALS Agreement, including, but not limited to, all BLS and ALS charges incurred, the ALS reimbursement rate, and/or the medical supply reimbursement rate.

### 14 **ACTS OR OMISSIONS OF REPRESENTATIVES**

The acts and/or omissions of the owner(s), officers, operators, officials, employees, agents, and representatives of Contractor in the performance of the services and obligations under this ALS Agreement shall constitute the acts and/or omissions of Contractor.

### 15 **RETURN OF OCFA PERSONNEL**

OCFA provides ALS services from a variety of delivery platforms, including engine and truck companies. In cases where OCFA personnel accompany patients in the ambulance en route to hospitals or to other receiving facilities, and the OCFA ALS unit does not follow-up to the hospital/receiving facility, Contractor shall return those OCFA personnel to their assigned fire station(s) within thirty (30) minutes from the conclusion of the run. The conclusion of the run is defined as the moment when the patient has been transferred into the care of hospital/medical staff, the ambulance crew has completed all required documentation, and the ambulance has been restocked and is ready to be placed



back in service. At the conclusion of the run, the ambulance crew is to advise the accompanying OCFA personnel that they are ready to return them to their station. If while returning OCFA personnel to their station, the ambulance receives another emergency call, the ambulance may accept that call for service and take those returning OCFA personnel to the new call at the discretion of the OCFA personnel on board.

## 16 **CONFLICT OF INTEREST**

Contractor hereby warrants and represents that it is not, and will not be, violating either directly or indirectly any conflict of interest statute, rule, or regulation by its performance of services under this ALS Agreement.

## 17 **COMPLAINTS**

Contractor shall immediately notify OCFA in writing of any complaints, inquiries, or investigations initiated by OCEMS, the California Emergency Medical Services Authority, and/or any other federal, state, or local regulatory agency regarding Contractor services performed pursuant to this ALS Agreement, including but not limited to: level of service; service delivery; service quality; billing practices; medical training and/or care; and personnel. Nothing in this ALS Agreement shall be construed as superseding the authority of OCEMS or any other duly empowered regulatory agency from separately and/or concurrently exercising its authority to provide regulatory oversight and to take action to ensure that Contractor's private, emergency ambulance response services are administered according to law.

## 18 **CONFIDENTIALITY**

Contractor shall maintain the confidentiality of all its records, including, but not limited to, patient care reports, claim documentation, insurance information and all OCFA records, in accordance with all applicable local, State and Federal laws, regulations, ordinances and directives relating to confidentiality. Contractor shall inform all of its officers, employees, and agents providing services under this ALS Agreement of the confidentiality provisions of this Section.

## 19 **SUCCESSORS**

Each of the terms and conditions of this ALS Agreement shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto, but each and every one of the heirs, executors, administrators, successors, assignees, and legal representatives of the parties.

## 20 **INTEGRATION**

This ALS Agreement, including any and all exhibits attached hereto and incorporated herein by reference, supersedes all previous communications, transactions, and understandings, whether oral or written, and constitutes the sole and entire agreement

between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to, these terms or conditions is binding on either party unless made in writing and signed by a duly authorized representative of both parties.

21 **NO WAIVER**

21.1 No delay or omission in the exercise of any right or remedy available hereunder shall impair such right or remedy or be construed as a waiver. Any waiver of any breach, default, or condition hereunder must be in writing and shall not be construed as a waiver of any other breach or default concerning the same or any other provision of this ALS Agreement.

21.2 The waiver by OCFA of any breach by Contractor of any of the provisions of this ALS Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach or default by Contractor either of the same or a different provision of this ALS Agreement.

22 **THIRD PARTY BENEFICIARIES**

The terms of this ALS Agreement are intended to confer benefits only on the parties to this agreement. No rights of action shall accrue to any other persons or entities under this ALS Agreement.

23 **EXECUTION OF AGREEMENT**

The person(s) executing this ALS Agreement hereby warrant and represent that the execution of this agreement and the performance of the terms and conditions of this agreement have been authorized by all requisite corporate, federal, state, municipal or other entity requirements and that the undersigned have the right, power, legal capacity and authority to execute, to bind Contractor, and to enter into this ALS Agreement.

24 **NOTICES**

Any notices required or permitted under this ALS Agreement shall be in writing and shall be delivered personally or sent by U.S. Mail, First Class, postage prepaid, return receipt requested, and addressed as follows:

**Orange County Fire Authority:**

Orange County Fire Authority  
Attn.: EMS Section Battalion Chief  
One Fire Authority Road  
Irvine, California 92602

**[Contractor]:**

[Contractor]

[Address line 1]

[Address line 2]

[City, CA \_\_\_\_]

25 **SEVERABILITY**

If any term or condition of this ALS Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remainder of this ALS Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

26 **AMENDMENT**

No modification, amendment, addition to, deletion, or alteration of the terms of this ALS Agreement, whether written or oral, shall be valid unless made in writing and formally approved and executed by both parties.

27 **VENUE**

This ALS Agreement shall be governed and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this ALS Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this ALS Agreement as follows, to be effective on the Effective Date as set forth above.

**[CONTRACTOR].**

Sign: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ORANGE COUNTY FIRE AUTHORITY**

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

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

Chairman  
Orange County Fire Authority  
Board of Directors

APPROVED AS TO FORM:

David E. Kendig  
General Counsel

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

ATTEST:

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

Sherry A.F. Wentz, Clerk of the Authority



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Board of Directors Meeting**  
**March 26, 2015**

**Agenda Item No. 4**  
**Public Hearings**

---

There are no items for Section 4  
**PUBLIC HEARINGS.**



Orange County Fire Authority  
**AGENDA STAFF REPORT**

**Board of Directors Meeting**  
**March 26, 2015**

**Agenda Item No. 5A**  
**Discussion Calendar**

---

**Conducting Effective Board Meetings**

---

**Contact(s) for Further Information**

Al Murray, Board Chair

Gene Hernandez, Board Vice Chair

Jeff Bowman, Fire Chief

[jeffbowman@ocfa.org](mailto:jeffbowman@ocfa.org)

714.573.6010

**Summary**

The Board Chair, Vice Chair, and Fire Chief are submitting this agenda item to offer suggestions in conducting effective Board meetings.

**Prior Board/Committee Action**

In order to meet agenda publishing deadlines, an oral report will be presented regarding the Executive Committee's action.

**Recommended Action(s)**

Direct staff to implement the recommendations beginning in April 2015.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

For the past few years, Board members have voiced concerns to us regarding the increasing duration of Board meetings, off-track discussions, and micro-management of operations that are not within the defined duties of the Board. The Board Chair, Vice Chair, and Fire Chief have had similar discussions, and came to the conclusion that we would research best practices on ways to mitigate some of these issues that have steadily increased over the last few years.

We have reviewed and discussed some suggestions, and we are now offering the following recommendations for your consideration (Attachment).

We value your time and want to ensure that as an elected body we perform our duties in an efficient and professional manner. We are confident that by applying the suggested recommendations we will collectively improve our meeting timeliness and effectiveness. We look forward to your support and participation.

**Attachment(s)**

List of Recommendations

## **Recommended Suggestions to Conduct Effective Board Meetings March 26, 2015**

### ***Meeting presentations by OCFA staff***

With the exception of Business Services, all presentations at Board meetings will be conducted by executive management staff, until such time as the Fire Chief feels comfortable with expanding this role to managers.

### ***Discussion agenda items***

A memo will be transmitted to the Board members highlighting the subjects of the upcoming agenda's Discussion Calendar, with a request that Directors seek any clarification from OCFA staff prior to the meeting.

### ***“City/County Impact” notifications***

Should a staff report identify a specific “City/County Impact” to a member city or the county, phone calls by staff will be made to those Directors who may potentially have questions regarding the impact(s). Sandy Cooney will coordinate the notifications.

### ***Committee Recommended Action***

Future agendas will identify any item previously considered by Committee by highlighting its recommendation as follows:

#### **A. Monthly Investment Reports**

**Committee Recommendation: *APPROVE***

Submitted by: Patricia Jakubiak, Treasurer

#### Recommended Action:

Receive and file the reports.

The action will also be highlighted within the section title of agenda staff report as follows:

#### **Prior Board/Committee Action – Committee Recommendation: *APPROVE***

At its March 11, 2015, meeting, the Committee reviewed and unanimously recommended approval of the Final Investment Report – January 2015/Preliminary Report – February 2015.

### ***Call meeting to order at 5:30 p.m. for the purpose of conducting Closed Session***

On a pilot-basis, we will begin the Board meetings at 5:30 p.m. The meeting will be called to order with the following actions to take place prior to Closed Session:

- Invocation
- Pledge of Allegiance
- Roll Call
- Public Comments
- Consent Items (not pulled for separate consideration by Board Member)

The Clerk will be provided with a list of those Directors who arrived during Closed Session to acknowledge your presence in the Minutes.

The Board will then recess into Closed Session to be conducted from approximately 5:45 p.m. to 6:50 p.m. and, as a courtesy to members of the public, reconvene in Public Session promptly by 7:00 p.m. to take action on the remaining agenda items. Should a need arise to continue Closed Session discussion, Closed Session would reconvene at the conclusion of Board Member Comments. All staff members not needed in Closed Session will be excused for the remainder of the meeting.

This change will be conducted on a pilot-basis to assess attendance impacts and make a determination on the effectiveness of beginning earlier. In order to have Board meetings begin at 5:30 p.m. without the implementation of a Board Rules Amendment, the regular meetings will be cancelled and re-noticed as special meetings beginning at 5:30 p.m.

#### ***Closed Session time management***

Prior to Board discussion, General Counsel David Kendig will introduce each item and review the original Board direction to staff, if applicable. Based upon the number of items or subject matter, he will provide an estimate of the time allotted for the discussion and monitor the time during the meeting.

The Chair, Vice Chair, and General Counsel will keep the discussion on point and call upon staff for clarification when the discussion appears to be heading off track. Closed Session will end by 6:50 p.m. in order to reconvene the Public Session promptly at 7:00 p.m.

#### ***Regular implementation of the “9:30 p.m. Rule”***

For the benefit of our newest members, the 9:30 p.m. Rule is located in the OCFA Board Rules of Procedure [Rule 3(b)] and reads as follows:

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

Chair Murray has agreed to regularly stop the meeting at 9:30 p.m. to seek staff’s input on agenda items that are time sensitive and need immediate Board action, and determine those items that may be rescheduled to the next meeting. As Chair, he may also request that Board members comments be withheld, due to the lateness of the hour.

#### ***Initiation of the “10:30 p.m. Curfew”***

Again, for the benefit of our newest members, the 10:30 p.m. Curfew is also located in the OCFA Board Rules of Procedure [Rule 3(c)] and reads as follows:

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



## Recommended Suggestions to Conduct Effective Board Meetings

March 26, 2015

Page 3

At 10:30 p.m. Chair Murray will entertain a motion to continue the meeting. This action requires a three-fifths vote of all members present, which means that if all 25 Board members are present, it would take 15 members in support to continue the meeting not a simple majority of 13 to continue the meeting.

### ***Public Comments***

At the request of Board Chair Murray and concurrence by Vice Chair Hernandez, an agenda item to discuss changing time allotments for public comments for all on- and off-agenda items will be scheduled for your consideration at the April Board meeting.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
March 26, 2015

Agenda Item No. 5C  
Discussion Calendar

**Progress Report for  
Purchase of Urban Search & Rescue Warehouse**

---

**Contact(s) for Further Information**

Lori Zeller, Assistant Chief Business Services Department	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Dave Thomas, Assistant Chief Operations Department	<a href="mailto:davethomas@ocfa.org">davethomas@ocfa.org</a>	714.573.6012
Bryan Brice, Division Chief Division 5	<a href="mailto:bryanbrice@ocfa.org">bryanbrice@ocfa.org</a>	949.389.0055

**Summary**

This item is submitted to provide a progress report regarding the proposed purchase of an Urban Search & Rescue (US&R) warehouse. Final approval of the purchase is not being requested at this time, as explained herein. Staff will return to the Board in April to potentially request final approval of the purchase.

**Prior Board/Committee Actions**

At its September 26, 2013, meeting, the Board of Directors authorized a \$5.5 million budget for the purchase of a US&R warehouse; authorized the Fire Chief or his designee to enter into discussions with property owners; and directed the Fire Chief to return to the Board for approval to enter escrow and purchase the identified property.

At its February 26, 2015, meeting, the Board authorized staff to proceed into escrow for the purchase of a proposed facility at a price of \$6,265,950, with final approval of the purchase contingent upon the findings from the due-diligence reviews. The Board retained the right to terminate the Purchase Agreement for any reason in the discretion of the Fire Authority Board at any time on or before March 31, 2015. Staff was directed to return in March to report on the findings of the due-diligence reviews, to report on any proposed budget adjustments that would be required, and to obtain final approval from the Board for the purchase, if deemed appropriate.

**Recommended Action(s)**

Receive and file the progress report.

**Impact to Cities/County**

Purchase of a warehouse will significantly improve operational efficiency for the US&R team.

**Fiscal Impact**

The FY 2014/15 budget includes \$5.5 million in appropriations (Fund 123) for purchase of a US&R warehouse. A budget adjustment will be required for completion of the purchase, with reviews under way to quantify the additional costs. Staff will report back to the Board with completed cost impacts at the April meeting.

## **Background**

Following the Board's February 26, 2015, approval, staff and General Counsel worked with the seller's attorney to negotiate final language of the Purchase Agreement and Escrow Instructions. We reached agreement on all terms on March 10 and legal representatives for both sides then completed the required edits to ensure that all agreed upon terms were correctly included in the final Agreement. We executed the Agreement for opening of escrow on March 17, 2015.

Since the opening of escrow was delayed, we were also delayed in accessing the property for completion of due-diligence reviews. Therefore, we have negotiated a revised timeline that extends the period for due-diligence through April 27 (following the April 23 Board meeting) and delays the closing date to April 30.

### ***Due-Diligence Reviews***

Contracts with the required building inspectors, appraisers, and property reviews have been issued and the various professionals are ready to begin work. In some cases, preliminary work has begun. Attachment 1 is a schedule of the planned due-diligence reviews and a brief summary of the information we expect to obtain from each review.

In addition to the due diligence noted in Attachment 1, staff is working with the City of Lake Forest to ensure the intended use meets all zoning requirements. We are continuing to evaluate the operational layout and use requirements to confirm that the fire protection systems can support the intended use and that there are no system needs that could result in unforeseen costs.

### ***Preliminary Estimate of Needed Tenant Improvements (TIs)***

Since we have not yet begun professional-structural engineering inspections of the facility, the full cost of necessary TI work is still being determined. OCFA's property management staff has provided a very rough preliminary estimate of \$150,000 for TI work, which includes all costs related to the expansion of two rear roll-up vehicle doors and one side vehicle door. Expansion of the two rear vehicle doors are the only mandatory TIs, pending findings from the due-diligence processes. Staff will also quantify costs for a potential Security System (IT, cameras, monitoring).

Office furniture and equipment has previously been purchased utilizing the FEMA grant and can be relocated to the new warehouse to accommodate the immediate office needs; therefore, staff does not anticipate a cost impact for furniture and equipment.

### ***Additional Properties Reviewed***

Some Directors requested details regarding the other properties that staff previously reviewed for feasibility, along with information about the reasons these properties were eliminated by staff as viable options. Attachment 2 is a schedule of the additional properties that have been reviewed over the past few years.

In addition, staff is continuing to review the market with our real estate agent for additional properties that become available. Staff agrees that it remains important to continue seeking additional options, in the event the current proposed property does not work out as we complete the due-diligence reviews.

## **Attachment(s)**

1. Schedule of Due-Diligence Reviews
2. Schedule of Additional Properties Reviewed

**Orange County Fire Authority  
Proposed USAR Warehouse Facility  
Schedule of Due Diligence Reviews**

Due Diligence Review	Information	Status
Tier 1 Physical / Structural Inspection	<p>Confirm building is structurally sound and can accommodate the US&amp;R vehicles</p> <p>Inspect roof for serviceability/life and seismic attachment</p> <p>Identify facility issues of concern or requiring correction</p> <p>Evaluate fire sprinkler system for leakage issues and proper function</p> <p>Determine whether TI changes will compromise structural integrity of building</p>	In Progress 25%
Mechanical, Electrical, Plumbing	<p>Evaluate all mechanical, electrical, and plumbing systems</p> <p>Determine whether building suffers from Microbiologically Influenced Corrosion (MIC) in the sprinkler system</p>	Not Started 0%
Roof Systems	Additional evaluation by OCFA contracted roof maintenance professional to further establish roof condition and service life	Not Started 0%
Identify TI Needs	Determine the extent and cost of TI needs	In Progress 25%
Zoning Restrictions	Review any restrictions that may impact intended use of the facility	In Progress 50%
Appraisal	Confirm the proposed price conforms to the market	In progress 75%
Title Review	Confirm that the exceptions to title will not affect the use of the property	In Progress 50%
Phase I Environmental Report	Determine whether there has been a history of hazardous material contamination	In Progress 25%

**Orange County Fire Authority  
Proposed USAR Warehouse Facility  
Schedule of Due Diligence Reviews**

<b>Due Diligence Review</b>	<b>Information</b>	<b>Status</b>
Foothill Business Association Review	Assess if the Association's CC&Rs will impact our operations	In Progress 50%
Community Facilities District Review	Explore the possibility of being exempted from the CFD special tax	In Progress 50%
Essential Facility Requirements	Determine the extent to which the warehouse must comply with the Essential Services Building Act	In Progress 25%
Natural Hazard Disclosure Statement	Identify if the property lies within one or more state or locally mapped hazard areas	To be provided by Seller

**Orange County Fire Authority  
Proposed USAR Warehouse Facility  
Schedule of Additional Properties Reviewed**

	<b>Facility Address</b>	<b>Warehouse Square Feet</b>	<b>Office Square Feet</b>	<b>Sale or Lease</b>	<b>Offered By</b>	<b>Reason for Exclusion</b>
1	1 Marconi Irvine	Up to 60,000		Lease	CBRE	Owner only interested in lease (Facility could be configured for square footage from 10,000 – 60,000 SF)
2	1 Marconi, Suite F Irvine	26,700	10,000	Lease	CBRE	Owner only interested in lease
3	1 Marconi, Suites C & D Irvine	29,700	2,000	Lease	CBRE	Owner only interested in lease
4	803 N. Harbor Santa Ana	25,715		Sale	CBRE	Access to warehouse did not allow for the vehicles to safely enter and exit
5	1112 E. Washington Santa Ana	24,490		Sale	CBRE	Access to warehouse did not allow for the vehicles to safely enter and exit
6	2114 S. Susan St. Santa Ana	20,200		Sale	CBRE	Warehouse ceiling too low
7	3501 W. Garry Santa Ana	23,100		Sale	CBRE	Warehouse loading area would not support operational needs
8	14341 Franklin Tustin	24,570		Sale	CBRE	Building was sold before adequate evaluation
9	17192 Daimler Irvine	38,400		Sale	CBRE	Access to warehouse did not allow for the vehicles to safely enter and exit
10	1781 Langley Irvine	25,383		Sale	CBRE	Access to warehouse did not allow for the vehicles to safely enter and exit
11	29752 Avn De Las Banderas Rancho Santa Margarita	21,444	5,000	Sale	Lee and Assoc	Building was too small to meet operational needs
12	22931 Arroyo Vista Rancho Santa Margarita	10,258	5,000	Sale/ Lease	Lee and Assoc	Building was too small to meet operational needs
13	10551 Humbolt St. Los Alamitos	23,233	1,614	Sale	Voit	Access to warehouse did not allow for the vehicles to safely enter and exit
14	10701 Holder St. Cypress	28,500	8,000	Lease	Daum	Owner only interested in lease
15	20662 Prism Lake Forest	37,520		Sale	Lee and Assoc	Building was sold before adequate evaluation
17	1211 McGaw Irvine	38,400		Sale	Lee and Assoc	Size of building exceeds operational needs
18	2730 S. Main St. Santa Ana	26,350	3,110	Sale	Lee and Assoc	Access to warehouse did not allow for the vehicles to safely enter and exit

**Orange County Fire Authority  
Proposed USAR Warehouse Facility  
Schedule of Additional Properties Reviewed**

	<b>Facility Address</b>	<b>Warehouse Square Feet</b>	<b>Office Square Feet</b>	<b>Sale or Lease</b>	<b>Offered By</b>	<b>Reason for Exclusion</b>
19	17182 Armstrong Ave. Irvine	17,675		Sale	Colliers	Building was too small to meet operational needs
20	1672 Reynold Ave. Irvine	34,869	5,600	Sale	Eberle	Inadequate ability to meet operational needs for loading and unloading
21	30382 Esperanza Rancho Santa Margarita	40,768	4,200	Sale/ Lease	Lee and Assoc	Size of building exceeds operational needs
22	3101 W. Segerstrom St. Santa Ana	33,744		Sale	Voit	Difficult access and ability to secure
23	330333 Camino Capistrano San Juan Capistrano	39,250		Sale/ Lease	Renken	Size of building exceeds operational needs
24	17811-17817 Gillette Irvine	34,827	16,309	Sale	CBRE	Majority of space dedicated to office space and did not meet operational needs
25	7 Argonaut Aliso Viejo	26,260	7,608	Sale	Lee and Assoc	Building was sold before adequate evaluation
26	15541 Mosher Tustin	53,842		Sale/ Lease	Lee and Assoc	Size of building exceeds operational needs
27	1330 Calle Avanzado San Clemente	45,724		Sale	Johnston	Size of building exceeds operational needs
28	511 Goetz Santa Ana	43,766	4,000	Sale/ Lease	Voit	Size of building exceeds operational needs
29	3130 Harvard Santa Ana	34,700	15,700	Sale	Lee and Assoc	Majority of space dedicated to office space and did not meet operational needs
30	19762 Pauling Foothill Ranch	39,600	15,000	Sale	Voit	Majority of space dedicated to office space and did not meet operational needs
31	16902 Von Karman Irvine	36,000	6,000	Sale/ Lease	Voit	Size of building exceeds operational needs
32	22700 Savi Ranch Yorba Linda	12,909	27,192	Sale	Lee and Assoc	Majority of space dedicated to office space and did not meet operational needs
33	2411 W. First St. Santa Ana	21,819	1,200	Sale	Daum	Building was too small to meet operational needs
34	7550 Stage Rd. Buena Park	23,974	2,500	Sale	Daum	Access to warehouse did not allow for the vehicles to safely enter and exit