



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, July 23, 2015

5:30 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 Baker

ROLL CALL

PUBLIC COMMENTS – CLOSED SESSION

At this time, any member of the public may address the Board on items listed under Closed Session. Comments are 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.

CLOSED SESSION**CS1. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION**

Authority: Government Code Section 54956.9(b) – Significant Exposure to Litigation (1 case)

CLOSED SESSION REPORT**PRESENTATIONS****1. Requests for Commendations and Proclamations**

Submitted by: Sherry Wentz, Clerk of the Authority

A. Presentation of Certificate of Achievement to the Business Services Department – Finance Division, Orange County Fire Authority for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada (GFOA) for its Comprehensive Annual Financial Report (CAFR).

B. Distinguished Budget Presentation Award to the Business Services Department of the Orange County Fire Authority by the Government Finance Officers Association.

C. Length of Service Recognition

Recommended Action:

Approve requests as submitted and make presentations to those present.

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**

- 241 Fire Update (Thomas)
- OCFA Website Update (Cooney)
- FY 14/15 Performance Measures Review
- FY 15/16 Proposed Performance Measures

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. 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.

2. MINUTES**A. Minutes from the (A) June 25, 2015, Special and the (B) July 1, 2015, Special Board of Directors Meetings**

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

3. CONSENT CALENDAR**A. Grant Acceptance – FEMA Assistance to Firefighter Grant (AFG)**

Submitted by: Sandy Cooney, Director/Communications and Public Affairs

Committee Recommendation: APPROVE

Recommended Action:

Accept the grant award and approve a FY 2015/16 budget adjustment to revenues and expenditures in the amount of \$43,022 in Fund 121.

B. Request for Assignment of Cell Tower Agreement

Submitted by: Lori Zeller, Assistant Chief/Business Services Department and
Lori Smith, Fire Marshal/Assistant Chief/Community Risk Reduction Department

Recommended Actions:

1. Approve the request to consent to the assignment of Wireless Communications Facilities Site Lease from Vista Towers, LLC to SBA Towers VI, LLC.
2. Approve and authorize the Fire Chief or his designee to execute any additional documentation, such as an estoppel letter, required to complete the assignment of the Wireless Communications Facilities Site Lease Agreement to SBA Towers VI, LLC, for cell tower located at the Regional Fire Operations and Training Center.

C. Secured Fire Protection Agreement: Public Storage 16700 Red Hill Avenue, Irvine

Submitted by: Brian Young, Assistant Chief/Organizational Planning Department

Recommended Actions:

1. Approve and authorize the Fire Chief or his designee to execute a Secured Fire Protection Agreement with PS Southern California One, for the Public Storage development at 16700 Red Hill Avenue, in the City of Irvine.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange, and furnish the developer a copy of the conformed document within fifteen days of recordation.

END OF CONSENT CALENDAR

4. PUBLIC HEARING(S)

Public Hearings are scheduled for a time certain of 7:00 p.m. or as soon thereafter as possible. The Board of Directors when considering the matter scheduled for hearing, will take the following actions: 1. Receive staff report. 2. Open the Public Hearing. 3. Accept public testimony. 4. Close the Public portion of the Public Hearing. 5. Receive Board Member comments and questions. 6. Take appropriate action. Those wishing to address the Board during the Public Hearing must complete a "Speaker's Form" (available on public counters in Board Room) and provide it to the Clerk of the Authority prior to the hearing.

A. Community Risk Reduction Fee Study and Adoption of Associated Fee Schedules
Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Committee Recommendation: APPROVE

Recommended Actions:

1. Conduct a Public Hearing.
2. Find that, in accordance with California Government Code Section 66014, the proposed fees do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are, therefore, exempt from compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21080.
3. Approve and adopt the Resolution and Exemption Policy approving changes in Community Risk Reduction and Miscellaneous fees and effective date.

B. Approval of the Updated OCFA Advanced Life Support (ALS) Paramedic and Basic Life Support (BLS) Medical Supplies Reimbursement Rates

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

Committee Recommendation: APPROVE

Recommended Actions:

1. Conduct a Public Hearing.
2. Upon approval of the proposed increase to the maximum BLS emergency 9-1-1 transportation billing rate by the Orange County Board of Supervisors, authorize staff to increase OCFA's Advanced Life Support (ALS) and Basic Life Support (BLS) Medical Supply Reimbursement Rates by the same percentage increase.

5. DISCUSSION CALENDAR

A. Updated Cost Reimbursement Rates

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

Committee Recommendation: APPROVE

Recommended Action:

Approve and adopt the proposed Cost Reimbursement Rate schedules effective retroactively July 1, 2015.

B. Fire Station 56 – Notice of Completion

Submitted by: Mike Schroeder, Assistant Chief/Support Services Department

Recommended Actions:

1. Receive and file the Notice of Completion, of Fire Station 56, Sendero Ranch.
2. Approve the Notice of Completion of Fire Station 56 dated July 10, 2015.
3. Approve and authorize staff to record the Notice of Completion with the County of Orange.

C. Status Reports for Third Amendment to the JPA Agreement and AB 1217

Submitted by: Sandy Cooney, Director/Communications and Public Affairs

Recommended Action:

Receive the oral updates and provide additional direction to the Communications and Public Affairs Director, if needed.

ELECTION OF BOARD CHAIR/VICE CHAIR

BOARD MEMBER COMMENTS

ADJOURNMENT - The next special meeting of the Orange County Fire Authority Board of Directors is scheduled for August 27, 2015, at 5:30 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, front gate public display case, and website 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 16th day of July 2015.

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

UPCOMING MEETINGS:

Human Resources Committee Meeting	Tuesday, August 4, 2015, 12:00 noon
Budget and Finance Committee Meeting	Wednesday, August 12, 2015, 12:00 noon
Claims Settlement Committee Meeting	Thursday, August 20, 2015, 5:30 p.m.
Executive Committee Meeting	Thursday, July 20, 2015, 6:00 p.m.



ORANGE COUNTY FIRE AUTHORITY

SUPPLEMENTAL AGENDA

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, July 23, 2015

5:30 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

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The following item is added to the above stated agenda in the location noted below. This item is posted in conformance with the Brown Act and is to be considered as part of the regular agenda.

DISCUSSION CALENDAR

5D. Legislative Update Regarding Drone Restrictions

Submitted by: Sandy Cooney, Director/Communications and Public Affairs

Recommended Action:

Discuss and provide position recommendations.

AFFIDAVIT OF POSTING

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



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 23, 2015

Agenda Item No. 1A-C
Presentations

There are no written materials in connection with
this evening's presentations.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Special Meeting
Thursday, June 25, 2015
5:30 P.M.**

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

CALL TO ORDER

A special meeting of the Orange County Fire Authority Board of Directors was called to order on June 25, 2015, at 5:30 p.m. by Chair Murray.

INVOCATION

Chaplain Jeff Hetschel offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Angelica Amezcua, Santa Ana	Robert Baker, San Clemente
Rick Barnett, Villa Park	Lisa Bartlett, County of Orange
Carol Gamble, Rancho Santa Margarita	Gerard Goedhart, La Palma
Craig Green, Placentia	Noel Hatch, Laguna Woods
Gene Hernandez, Yorba Linda	Robert Johnson, Cypress
Jeffrey Lalloway, Irvine	Warren Kusumoto, Los Alamitos
Jerry McCloskey, Laguna Niguel	Al Murray, Tustin
John Perry, San Juan Capistrano	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	Richard Vizcorek, Alternate, Dana Point

Absent: Joseph Muller, Dana Point

Dwight Robinson, Lake Forest

Also present were:

Fire Chief Jeff Bowman	Assistant Chief Lori Smith
Assistant Chief Lori Zeller	Assistant Chief Brian Young
Communications Director Sandy Cooney	Human Resources Director Jeremy Hammond
Clerk of the Authority Sherry Wentz	General Counsel David Kendig

1. PRESENTATIONS

No items.

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

Budget and Finance Committee Vice Chair Swift reported on behalf of Chair McCloskey, the Budget and Finance Committee did not meet in the month of June; therefore there is nothing to report.

Director Perry arrived at this point (5:37 p.m.)

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

Human Resources Committee Chair Shawver reported at its June 2, 2015, meeting, the Committee voted unanimously to direct staff to prepare an amendment to the Personnel and Salary Resolution to implement the provisions of the Healthy Workplace Healthy Family Act for the consideration by the Board of Directors. The Committee voted unanimously to direct staff to prepare and present a job description for the Assistant Chief of Organizational Planning with a corresponding salary range for consideration by the Executive Committee. The Committee also received updates on the development of the Professional Standards Unit, staffing changes for Fiscal Year 2015/16, and the current Firefighter Academy recruitment.

Director Baker arrived at this point (5:40 p.m.)

Director Vizcorek arrived at this point (5:40 p.m.)

REPORT FROM THE CLAIMS SETTLEMENT COMMITTEE CHAIR (F: 11.12)

Claims Settlement Committee Chair Murray reported at the June 18, 2015, Claims Settlement Committee meeting, the Committee considered Worker's Compensation claims for the following claimants: Daren Wills and Joseph La Rocca. He noted there were no reportable actions.

Director McCloskey arrived at this point (5:48 p.m.)

REPORT FROM THE FIRE CHIEF (F: 11.14)

Fire Chief Jeff Bowman reported on the upcoming July 9, 2015, Fire/EMS Demonstrations for City Managers and those Board Members who have not had the opportunity to attend. He reported he will be bringing forward the FY 14/15 Performance Measures Review plan results, and present the FY 15/16 Proposed Performance Measures. He introduced Assistant Chief Brian Young who reported on a medical aide call of a full cardiac arrest patient from May 2015. The patient's wife responded to the OCFA customer service survey with high praises noting her husband survived without any residual trauma effects. Assistant Chief Young also provided an update on the recent wildfires.

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OCFA Board of Directors Special Meeting

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PUBLIC COMMENTS (F: 11.11)

Stephen Wontrobski, Mission Viejo resident, spoke in opposition to Closed Session Item No. 1, Orange County Professional Firefighters Association labor contract with OCFA.

Director Amezcua arrived at this point (5:52 p.m.)

2. MINUTES

A. Minutes from the May 28, 2015, Special Board of Directors Meeting (F: 11.06)

On motion of Vice Chair Hernandez and second by Director Johnson, the Board of Directors voted to approve the minutes as presented. Directors Bartlett, Green, Hernandez, Lalloway, Sloan, Spitzer, Swift, and Vizcorek were recorded as an abstention, due to their absence from that meeting. Director Robinson was absent.

3. CONSENT CALENDAR

A. Resolution Authorizing the Fire Chief to Execute a Cooperative Agreement for the Loan of Federal Excess Personal Property (F: 22.06A)

On motion of Vice Chair Hernandez and second by Director Johnson, the Board of Directors voted unanimously by those present to approve and adopt:

RESOLUTION NO. 2015-09

A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS AUTHORIZING APPLICATION FOR FEDERAL EXCESS PERSONAL PROPERTY IN ACCORDANCE WITH UNITED STATES FOREST SERVICE COOPERATIVE FORESTRY ASSISTANCE ACT (CFAA) OF 1978

authorizing the Fire Chief, or his designee, to execute the Cooperative Agreement for the Loan of Federal Excess Personal Property between the State of California Department of Forestry and Fire Protection and the Orange County Fire Authority.

B. Amendments to County Island Fire and Medical Services Agreements with the Cities of Anaheim, Fountain Valley, and La Habra (F: 18.02A)

On motion of Vice Chair Hernandez and second by Director Johnson, the Board of Directors voted unanimously by those present to approve and authorize the Board Chair to execute the Fifth Amendments to the agreements with the Cities of Anaheim, Fountain Valley, and La Habra for the period of July 1, 2015, through June 30, 2020, for the purpose of providing fire and medical services to County unincorporated areas (county islands) located within or adjacent to the boundaries of the cities.

C. Healthy Workplaces, Healthy Families Act (F: 17.02C)

Director Spitzer pulled this item for separate consideration. He expressed concerns with the extra help policy with limiting time off available to victims of violence or crime.

On motion of Director Spitzer and second by Director Shawver, the Board of Directors voted unanimously by those present to approve the revisions to the Personnel and Salary Resolution to implement the provisions of the Healthy Workplaces, Healthy Families Act.

Chair Murray, using his Chair's discretion, requested the Legislative Update AB 1217 report be brought forward on the agenda.

5. DISCUSSION CALENDAR

B. Legislative Update AB 1217 (F: 11.10F4)

Director of Communications and Public Affairs Sandy Cooney introduced James Gross, of Nielsen Merksamer Parrinello Gross & Leoni, governmental law and lobbying firm, who presented the recent actions taken in Sacramento with regard to AB 1217.

Stephen Wontrobski, Mission Viejo resident, addressed his opposition to AB 1217.

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

A lengthy discussion ensued.

Director Tsunoda arrived at this point (6:55 p.m.)

On motion of Director Gamble and second by Director McCloskey, the Board voted to to (1) direct General Counsel to draft a proposed amendment to the JPA Agreement which would eliminate alternate directors, and (2) after Board approval of the form of the amendment, submit the proposed amendment to the governing bodies of OCFA's member agencies for approval.. Directors Bartlett, Lalloway, Sloan, Spitzer, and Ta voted in opposition. Director Robinson was absent.

CLOSED SESSION (F: 11.15)

General Counsel David Kendig reported the Board would convene to Closed Session to consider the matters on the Agenda identified as CS1, Conference with Labor Negotiator, CS2, Conference with Legal Counsel – Anticipated Litigation, and CS3, Conference with Legal Counsel – Existing Litigation.

Chair Murray recessed the meeting to Closed Session at 7:07 p.m.

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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—ANTICIPATED LITIGATION

Authority: Government Code Section 54956.9(b) – Significant Exposure to Litigation (1 case)

CS3. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Name of Case: Dewayne Patmon. v. Orange County Fire Authority

Case No.: OC Superior Court Case No. 30-2015-00792415-CU-CR-CJC

Authority: Government Code Section 54956.9(a)

Director Lalloway left at this point (7:30 p.m.)

Chair Murray reconvened the meeting from Closed Session at 9:27 p.m.

CLOSED SESSION REPORT (F: 11.15)

General Counsel David Kendig reported the Board unanimously directed General Counsel to coordinate the defense of the lawsuit entitled Patmon v OCFA with Counsel appointed by OCFA's insurers. There was no other reportable action.

4. PUBLIC HEARING(S)

No items.

5. DISCUSSION CALENDAR

A. Approval of Personnel & Salary Resolution Amendments - Orange County Fire Authority Managers' Association (F: 17.02A) (F: 17.04F)

Director of Human Resources Jeremy Hammond presented the staff report.

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

On motion of Director Spitzer and second by Director Swift, the Board voted to approve the proposed amendments to the Personnel & Salary Resolution between the Orange County Fire Authority and the Orange County Fire Authority Managers' Association, for a term of June 25, 2015, to June 24, 2018. Director Barnett voted in opposition. Directors Lalloway and Robinson were absent.

Minutes

OCFA Board of Directors Special Meeting

June 25, 2015 Page - 5

BOARD MEMBER COMMENTS (F: 11.13)

Chair Murray reminded the Board of the upcoming July 9, 2015, Fire/EMS Demonstrations for City Managers and Board Members who have not had a prior opportunity to attend. He also noted the annual Board reorganization to select the new Chair and Vice Chair will occur at the July Board of Directors meeting.

ADJOURNMENT – Chair Murray adjourned the meeting at 9:32 p.m. The next special meeting of the Orange County Fire Authority Board of Directors is scheduled for July 23, 2015, at 5:30 p.m.

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

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Special Meeting
Thursday, July 1, 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 special meeting of the Orange County Fire Authority Board of Directors was called to order on July 1, 2015, at 6:00 p.m. by Chair Murray.

INVOCATION

Chaplain Bob George offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Robert Baker, San Clemente
Lisa Bartlett, County of Orange
Gerard Goedhart, La Palma
Noel Hatch, Laguna Woods
Robert Johnson, Cypress
Jeffrey Lalloway, Irvine
Al Murray, Tustin
Dwight Robinson, Lake Forest
David Shawver, Stanton
Elizabeth Swift, Buena Park

Rick Barnett, Villa Park
Carol Gamble, Rancho Santa Margarita
Craig Green, Placentia
Gene Hernandez, Yorba Linda
Warren Kusumoto, Los Alamitos
Jerry McCloskey, Laguna Niguel
John Perry, San Juan Capistrano
Ed Sachs, Mission Viejo
David Sloan, Seal Beach
Richard Vizcorek, Alternate, Dana Point

Absent: Angelica Amezcua, Santa Ana
Don Sedgwick, Laguna Hills
Tri Ta, Westminster

Joseph Muller, Dana Point
Todd Spitzer, County of Orange
Phillip Tsunoda, Aliso Viejo

Also present were:

Fire Chief Jeff Bowman
Assistant Chief Lori Zeller
Assistant Chief David Thomas
General Counsel David Kendig
Clerk of the Authority Sherry Wentz

Assistant Chief Lori Smith
Assistant Chief Brian Young
Assistant Chief Mike Schroeder
Communications Director Sandy Cooney
Human Resources Director Jeremy Hammond

1. PRESENTATIONS

No items.

REPORTS

No items.

PUBLIC COMMENTS (F: 11.11)

Chair Murray opened the Public Comments portion of the meeting. Chair Murray closed the Public Comments portion of the meeting without any comments from the general public.

2. MINUTES

No items.

3. CONSENT CALENDAR

No items.

4. PUBLIC HEARING(S)

No items.

5. DISCUSSION CALENDAR

A. Third Amendment to the Amended Joint Powers Authority Agreement – Orange County Fire Authority (F: 10.02)

Assistant Chief Lori Zeller summarized the staff report.

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

Lengthy discussion ensued.

On motion of Director Gamble and second by Vice Chair Hernandez, the Board of Directors voted to:

1. Approve the form of the Third Amendment to the Amended JPA Agreement.
2. Direct staff to submit the proposed Third Amendment to the Amended JPA Agreement to the OCFA's member agencies for consideration by each member agency's governing body.

Directors Bartlett, Lalloway, and Sloan voted in opposition.

Minutes

OCFA Board of Directors Special Meeting

July 1, 2015 Page - 2

Director Lalloway left at this point (6:55 p.m.)

B. Legislative Update AB 1217 (F: 11.10F4)

Director of Communications and Public Affairs Sandy Cooney provided an update to legislative actions on AB 1217.

On motion of Director Gamble and second by Director Shawver, the Board of Directors voted to direct staff to draft a letter addressed to State Assembly Member Tom Daly, State Senator Robert Hertzberg, and copied to the full Senate Committee of Governance and Finance clarifying the actions taken by the Board. Directors Sloan and Vizcorek voted in opposition. Director Lalloway absent for the vote.

BOARD MEMBER COMMENTS (F: 11.13)

Director Kusumoto questioned if Assembly Bill 1217 passes, will it force current member cities to stay in the OCFA. He noted currently the JPA allows a city to give notice of its intent to withdraw from the OCFA and formally withdraw two years later. He noted in the current JPA there is a provision for a city to be dismissed for lack of payment.

Clerk of the Authority Sherry Wentz notified the Board of Directors that the Human Resources Committee and Budget and Finance Committee meetings scheduled for July 7 and July 8 respectively, were cancelled, due to scheduling conflicts with the pending AB 1217 hearing and both meetings had been rescheduled for Wednesday, July 15, 2015.

Fire Chief Bowman announced an upcoming July 9, 2015, OCFA Fire/EMS Demonstration for both City Managers and Board Members who have not had the opportunity to attend the presentation.

Director Sachs stated the City of Mission Viejo has scheduled its vote on the JPA Third Amendment for July 6, 2015. He noted attending a recent community services mock drowning exercise and asked the Mission Viejo Lake Board to schedule a presentation for residents at its facility.

Director Shawver requested clarification on the final vote for AB 1217 in the Assembly.

Communications and Public Affairs Director Sandy Cooney reported the legislation needed 41 to pass; the vote was 44-25.

Director Sloan noted his reason for voting in opposition to the JPA Third Amendment was that he has not yet discussed this subject with his fellow Council Members.

Director Green stated the City of Placentia has scheduled its vote on the JPA Third Amendment for July 7, 2015.

Director Murray stated the City of Tustin has scheduled its vote on the JPA Third Amendment for July 7, 2015. He thanked everyone for being at the meeting and those who traveled on behalf of OCFA to Sacramento.

ADJOURNMENT – Chair Murray adjourned the meeting at 7:08 p.m. The next special meeting of the Orange County Fire Authority Board of Directors is scheduled for July 23, 2015, at 5:30 p.m.

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



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 23, 2015

Agenda Item No. 3A
Consent Calendar

**Grant Acceptance - Federal Emergency Management Agency Assistance to
Firefighter Grant (AFG)**

Contact(s) for Further Information

Sandy Cooney, Director Communications and Public Affairs	sandycooney@ocfa.org	714.573.6801
Jay Barkman, Grants Administrator Communications & Public Affairs	jaybarkman@ocfa.org	714.573.6048

Summary

This item is submitted to make adjustments to the budget and formally accept an AFG award from Federal Emergency Management Agency (FEMA).

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

In 2014 and 2015, the Board of Directors adopted grant priorities that included extrication gloves and firefighter protective equipment as items approved for grant application. At its special July 15, 2015, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item

Recommended Action(s)

Accept the grant award and approve a FY 2015/16 budget adjustment to revenues and expenditures in the amount of \$43,022 in Fund 121.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Acceptance of the grant award and approval of the budget adjustment will increase revenues and expenditures in Fund 121 by \$43,022. The match requirement of \$6,453 can be accommodated in the approved FY 2015/16 budget.

Background

OCFA's Equipment Committee is comprised of OCFA staff, safety and non-safety personnel, representatives from the firefighter's labor group, and chief officers who review and recommend equipment needs. This includes personal protective equipment. Over the last two years, the committee identified and gained approval to seek grants for specialized gloves for use in vehicle extrications. The gloves are intended to provide flexibility and protection in using specialized tools, where the standard structure and wildland fire gloves are not adequate.

This Assistance to Firefighters Grant award will provide \$43,022 of federal funds with a commitment for OCFA to provide a match of \$6,453. With these funds, OCFA will purchase gloves for all safety personnel.

Attachment(s)

FEMA Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472



Mr. Jay Barkman
Orange County Fire Authority
P.O. Box 57115
Irvine, California 92619-7115

Re: Award No.EMW-2014-FO-05840

Dear Mr. Barkman:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Assistance to Firefighters Grant has been approved in the amount of \$43,022.00. As a condition of this award, you are required to contribute a cost match in the amount of \$6,453.00 of non-Federal funds, or 15 percent of the Federal contribution of \$43,022.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Assistance to Firefighters Grant Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit

the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Brian E. Kamoie
Assistant Administrator for Grant Programs



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 23, 2015

Agenda Item No. 3B
Consent Calendar

Request for Assignment of Cell Tower Agreement

Contact(s) for Further Information

Lori Zeller, Assistant Chief Business Services Department	lorizeller@ocfa.org	714.573.6020
Debbie Casper, Purchasing Manager	debbiecasper@ocfa.org	714.573.6641

Summary

This agenda item is provided as a result of a request received from Vista Towers, LLC (Vista Towers), to assign its interest in the Wireless Communications Facilities Site Lease (dated March 24, 2011) to SBA Towers VI, LLC, a Delaware limited liability company (SBA).

Prior Board/Committee Action

At its March 24, 2011, meeting, the Board of Directors approved the design, engineering, construction and wireless communications facilities site lease at the Regional Fire Operations and Training Center (RFOTC) with Vista Towers.

Recommended Action(s)

1. Approve the request to consent to the assignment of Wireless Communications Facilities Site Lease from Vista Towers, LLC to SBA Towers VI, LLC.
2. Approve and authorize the Fire Chief or his designee to execute any additional documentation, such as an estoppel letter, required to complete the assignment of the Wireless Communications Facilities Site Lease Agreement to SBA Towers VI, LLC, for cell tower located at the Regional Fire Operations and Training Center.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The new assignee will assume the payment terms of the original agreement, which includes a three percent cost of living adjustment of the base rent on each anniversary of the commencement date. The current annual revenue is \$40,000.

Background

Vista Towers was selected for the construction and site lease at RFOTC in an RFP process completed in 2010. The initial term of the ground lease commenced on July 16, 2012, and expires on July 15, 2017. The current monthly rent paid to OCFA is \$3,416.13. OCFA has granted the Lessee the option to renew the term of the Ground Lease for four (4) additional terms of five (5) years each.

The site license agreement requires Vista Towers LLC (as Tenant) to provide 30 day written notice to OCFA of its intention to assign the agreement prior to the proposed effective date of

such an assignment. OCFA received letter dated May 26, 2015, from Vista Towers requesting to assign their interest in the site lease agreement to SBA Towers VI, LLC (SBA). Copies of the proposed assignment documentation and SBA financial statements were received as required in the lease. The assignment documents have been reviewed by legal counsel, and the financial documents were reviewed by staff. Based on the Roles and Responsibilities Matrix, this consent to the assignment requires approval by the Board of Directors. Staff is recommending approval of this request.

Attachment(s)

1. Wireless Communications Facilities Site Lease (dated March 24, 2011)
2. Letter from Vista Towers (dated May 26, 2015)
3. Assignment and Assumption of Ground Lease

ORANGE COUNTY FIRE AUTHORITY

WIRELESS COMMUNICATIONS FACILITIES SITE LEASE

This Wireless Communications Facilities Site Lease (the "Lease") is made and entered into this 24th day of March, 2011, by and between the ORANGE COUNTY FIRE AUTHORITY, a California Joint Powers Authority (herein "LESSOR"), and Vista Towers, LLC, a California Limited Liability Company (herein "LESSEE") (hereinafter collectively referred to as "Parties").

RECITALS

WHEREAS, LESSOR is the fee title owner of property located at 1 Fire Authority Road in the City of Irvine, California (the "Property") described more particularly in Exhibit A attached hereto, which description is fully incorporated herein by this reference; and

WHEREAS, LESSEE desires to lease space on the Property from said LESSOR on the terms and conditions herein in order to install and operate a digital mobile radio telecommunications site consisting of up to two (2) wireless communication towers and appurtenant equipment shelters and cabinets, as more fully described hereinbelow and Exhibit C (the "Facilities").

LEASE

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions, and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Lease do hereby agree as follows:

1. **LEASED PREMISES:**

- 1.1 **DEMISE:** Subject to the terms and conditions set forth herein, LESSOR leases to LESSEE a portion of the Property as more particularly described in Exhibit B (the "Premises").
- 1.2 **LESSEE ACCESS:** Except as provided hereinbelow, LESSOR shall provide LESSEE, LESSEE's employees, agents, and subcontractors access to the Premises after LESSEE provides LESSOR with twenty-four (24) hours prior written notice. In the event of an "emergency or special circumstance" which would leave the Facilities inoperable during normal non-business hours, or in the event of a disruption of service of equipment on the Facilities, LESSEE, or LESSEE's employees, agents, and subcontractors, may access the Premises (and, as necessary, the Property) to make necessary repairs and shall provide written notice to LESSOR as soon as reasonably practicable but in no event later than twenty-four (24) hours after such access. All those accessing the Premises at any time, whether on twenty-four (24) hours notice or not, shall check in at the front lobby counter of the Main Administration Building at the Premises prior to accessing the Premises. For purposes of this Lease, the phrase "emergency or special circumstance" shall be interpreted to mean equipment failure and natural disasters, including, but not limited to flooding, wind, and earthquakes, and any other circumstance in which

the structural integrity of the Facility is in jeopardy or in which the Facility is rendered inoperable.

2. **USE OF LEASED PREMISES:** To the extent provided in this Lease, LESSEE may use the Premises to facilitate provision of wireless communication services, including the transmission and the reception of communication signals of various frequencies, and for no other purpose. Subject to the terms and conditions of this Lease, LESSEE may install, construct, maintain, repair, replace and operate on the Premises the communications and other facilities depicted and/or described in Exhibit C. Modification of the Facilities in a manner other than as depicted in Exhibit C shall require the prior written approval of the Fire Chief or his/her designee. At LESSEE's sole cost and expense, LESSEE shall apply for and obtain all licenses, permits, and any and all other necessary approvals that may be required for LESSEE's use of the Premises. The parties acknowledge that the Facilities may be built in phases with equipment being installed at various times during the Term (as defined herein). Notwithstanding anything to the contrary contained herein, under no circumstances shall LESSEE change the zoning classification of the Property.

3. **LEASE TERM:**

3.1 **INITIAL TERM:** The initial term of this Lease shall commence on the earlier of: (i) the first day of the month following the date that the City of Irvine notifies LESSEE that all permits necessary for LESSEE to commence construction of the Facilities are ready to be pulled; or (ii) eighteen (18) months after the execution of this Lease (the "Commencement Date") and shall continue for five (5) years from that date (the "Initial Term") unless terminated earlier pursuant to Section 8 hereinbelow.

3.2 **RENEWAL TERM:** LESSOR grants LESSEE an option to renew this Lease for a total of twenty (20) years, renewable in each of four (4) consecutive five (5) year increments (each, a "Renewal Term"). Provided LESSEE is not in default, this Lease shall automatically renew for each Renewal Term unless LESSEE provides LESSOR written notice of its intention not to renew not less than ninety (90) days prior to the expiration of the then-current Term. For the purpose of this Lease, the "then current Term" shall mean either the Initial Term or the Renewal Term, whichever is in effect at the relevant time. The Initial Term and the Renewal Terms shall be collectively referred to herein as the "Term."

4. **PAYMENT OF RENT:** Beginning on the Commencement Date, LESSEE agrees to pay to LESSOR, the amounts set forth in this section, on or before the first (1st) day of each month, as rental for said Premises for the Initial Term of the Lease and all Renewal Terms, payable to the Orange County Fire Authority, 1 Fire Authority Road, Irvine, California 92602, Attn: Accounts Receivable. In addition, LESSEE agrees to do and perform all other covenants and agreements contained in this Lease.

4.1 **BASE RENTAL PAYMENT:** The Base Rental (as defined herein) payment under this Lease shall be determined based upon the number of "RAD centers" being occupied on each of the towers located on the Premises. For purposes of this

Lease, a "RAD center" shall be defined as a specific elevation level on each of the towers described herein. Beginning on the Commencement Date, LESSEE shall pay LESSOR ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00) per month for each month in which there is one RAD center or no RAD center being occupied on one of the towers located on the Premises (the "Facility Component"). In addition, LESSEE shall pay LESSOR an additional One Thousand Dollars (\$1,000) per month for each additional RAD center occupied on each of the Towers beyond the first RAD center occupied by the first carrier (the "Additional RAD Center Component"), which amount shall be payable beginning on the date that the City of Irvine issues one or more permits necessary for LESSEE or such carrier to commence construction of the additional Facilities. (The sum of the Facility Component and the Additional RAD Center Component shall be referred to as the "Base Rental" herein.) The Additional RAD Center Component shall be paid at the same time and in the same manner as LESSEE shall pay the Facility Component as set forth herein. If the Commencement Date is a date other than the first day of the month, the Base Rental for the first calendar month shall be paid on the Commencement Date and prorated on the basis of the number of actual days in such partial month.

- 4.2 **COST OF LIVING ADJUSTMENT:** The Base Rental shall be automatically increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Base Rental paid during the previous year.
- 4.3 **LATE CHARGE:** LESSEE acknowledges that late payment by LESSEE to LESSOR of Base Rental will cause LESSOR to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of Base Rental due from LESSEE is not received by LESSOR within ten (10) days of becoming due, LESSEE shall pay to LESSOR an additional sum equal to ten percent (10%) of the amount overdue plus one percent (1%) per month of the overdue Base Rental as a late charge until paid. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that LESSOR will incur by reason of such late payment by LESSEE. Acceptance of any late charge shall not prevent LESSOR from exercising any of the other rights and remedies available to LESSOR.

5. **PROPERTY TAXES:** LESSEE shall be responsible for all taxes levied upon LESSEE's leasehold improvements (including LESSEE's Facilities and towers) on the Premises. LESSEE recognizes and understands that this Lease may create a possessory interest subject to property taxation pursuant to Revenue and Taxation Code section 107.7 and that LESSEE may be subject to the payment of property taxes levied on such interest. LESSEE shall timely pay all property taxes and assessments directly attributable to this Lease and/or the presence or installation of its Facilities. In no event shall LESSOR be liable for any real property related taxes or assessments owed as a result of this Lease or LESSEE's facilities. If LESSEE fails to make property taxes and assessments when due, LESSOR may, but shall not be obligated to, pay such amounts and LESSEE agrees to reimburse LESSOR all such amounts plus LESSOR'S administrative costs of such payment, and collection costs if any. In the event LESSOR pays such amounts, LESSEE

shall reimburse LESSOR for such amount and the costs set forth in this Section 5 within fifteen (15) days of receipt of an invoice from LESSOR.

6. LESSOR INSPECTION AND ENTRY; ACCESS FOR INSPECTIONS:

- 6.1 LESSOR and/or its authorized representatives shall have the right to enter the Premises upon reasonable prior notice to LESSEE (which shall not be less than twenty-four (24) hours unless the LESSOR determines that exigent circumstances warrant a shorter period of time, so long as such entrance does not unreasonably interfere with LESSEE's use of the Premises):
- A. To determine whether the Premises are in good condition and whether LESSEE is complying with its obligations under this Lease.
 - B. To do any necessary maintenance and to make any restoration to the Premises that LESSOR has the right or obligation to perform.
 - C. To serve, post, or keep posted any notices required or allowed under the provisions of this Lease.
 - D. To run electric or telephone conductors, pipes, conduits, or ductwork where necessary or desirable over, under, or through the Premises in a manner which will not unreasonably interfere with LESSEE's use of the Premises.

Notwithstanding anything to the contrary provided in this Section 6.1, LESSOR's right to enter the Premises shall not include access to LESSEE's equipment cabinets and/or shelters.

- 6.2 LESSOR shall not be liable in any manner for any inconvenience, disturbance, loss of business, or nuisance arising out of LESSOR's entry on the Premises as provided in this section, except for damage resulting from the negligence or willful misconduct of LESSOR or its authorized representatives. LESSEE shall not be entitled to an abatement or reduction of rent if LESSOR exercises any rights reserved in this section.

7. CONSTRUCTION AND MAINTENANCE OF FACILITIES AND PREMISES:

- 7.1 LESSEE'S CONSTRUCTION: Subject to the terms and conditions set forth herein, LESSEE shall have the right to install, construct, maintain, repair, replace, and operate the Facilities on the Premises that are depicted and described in Exhibit C. Prior to the initial installation, LESSEE will supply the LESSOR with plans and specifications as more particularly set forth in Section 9.1(A) below to be reviewed and approved by the LESSOR in writing prior to commencement of construction of the Facilities. The Parties intend that the antennas and appurtenances related thereto which are a part of the Facilities shall be constructed and maintained: (1) on an artificial Eucalyptus tree; and (2) in accordance with Plans approved by the LESSOR and the City of Irvine. LESSEE shall be responsible for the regular

upkeep, maintenance and replacement of the branches on the Eucalyptus tree which shall be scheduled with LESSOR on no less than an annual basis.

- 7.2 **CONSTRUCTION OF IMPROVEMENTS:** All improvements to the Premises shall be made in a good and workmanlike manner, at LESSEE's expense, in accordance with Exhibit C and the requirements of all laws, ordinances, and regulations applicable thereto, including but not limited to prevailing wages, zoning requirements and building code requirements of the City of Irvine, and any municipal or other governmental agency having jurisdiction over the Premises and Facilities at the time the improvements are constructed. LESSOR agrees to cooperate with LESSEE in connection with applying for any municipal permits for the construction of the aforementioned improvements. It is understood and agreed that such cooperation shall not be implied to include any expenditures of funds on the part of LESSOR or any implied promise or warranty that such permits, discretionary, or otherwise, will be issued to LESSEE. LESSEE shall bear all costs of requesting and obtaining permits, discretionary or otherwise, required for construction of the Facilities, and shall pursue such permits with all reasonable diligence. LESSEE shall provide reasonable written notice to the LESSOR prior to entering the Premises for purposes of constructing the Facilities, and shall coordinate the scheduling and logistics of same with the LESSOR to avoid any interference with the LESSOR's operations, administrative and training programs. Once construction commences, the improvements being made by LESSEE shall be diligently pursued to completion. Construction of all portions of the improvements shall be completed in no more than three (3) phases, except that additional construction phases may be approved in writing at the discretion of the Fire Chief or his designee.
- 7.3 **MECHANIC'S LIENS:** LESSEE shall not allow or permit to be enforced against the Property, or any part thereof, and shall defend, indemnify, and hold LESSOR harmless from any mechanic's, material suppliers', contractors', tax, or subcontractors' liens arising from any claim, for damage, or growing out of the work of any construction, repair, restoration, replacement, or improvement made by or alleged to have been made by or on behalf of LESSEE. LESSEE shall pay or cause to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Premises. If LESSEE shall in good faith contest the validity of any such claim, lien, or demand, then LESSEE shall, at its expense, defend itself and LESSOR against same and shall pay and satisfy any settlement or adverse judgment that may be entered thereupon prior to the execution thereof. In the event of any such contest, LESSEE shall provide LESSOR with a security bond in a form and amount LESSOR deems sufficient to allow the lien of record to be discharged as a matter of law.
- 7.4 **CARE DURING CONSTRUCTION:** LESSEE shall exercise great care during construction. All applicable OCFA-approved standards and specifications, and all City conditions of approval shall be followed. To the extent the improvements vary from those shown on Exhibit "C", the Fire Chief or his/her designee shall approve all work in writing prior to commencement. Construction of the Facilities

shall be coordinated with LESSOR and conducted so as not to create an unsafe or dangerous condition or unduly interfere with the conduct of any other activities at the Property. LESSEE shall make proper arrangements for receiving, handling, storage and installation of its equipment and other personal property. LESSOR shall not be liable for any loss, damage or injury to properties of any kind that are shipped or otherwise delivered to the Property or stored in or on the Premises, except to the extent caused by the negligence or willful misconduct of LESSOR, its employees, agents, or contractors. LESSOR shall assume no responsibility for losses suffered by LESSEE, its agents, employees or invitees, which are occasioned by theft or the disappearance of equipment or other personal property except to the extent such loss, damage or injury is caused by the negligence or willful misconduct of LESSOR, its employees, agents, or contractors.

7.5 LESSEE MAINTENANCE OF FACILITIES AND PREMISES: LESSEE's maintenance of the Facilities and Premises shall include, but not be limited to:

- A. Maintenance of all landscaping on the Premises, including any landscaping installed by LESSEE, if any;
- B. Repairs and/or replacements to LESSEE's Facilities caused by acts of third parties, including theft, graffiti, and intentional acts;
- C. Maintaining, in good, clean, safe, and sanitary condition and repair, all of LESSEE's personal property. All Facilities on the Property must be maintained in a first-class condition without rust, paint, or surface deterioration; and
- D. All work necessary to comply with Federal, State, County, municipal, and other governmental agencies and bodies having jurisdiction.

7.7 ABANDONMENT: If use of the Facilities is abandoned for such a period of time that the City of Irvine determines that the Use Permit is expired, terminates, is revoked or is otherwise deemed abandoned, or if the City of Irvine revokes the Use Permit for any other reason, LESSEE or its designee shall be responsible for removing the Facilities and returning the Premises to their original condition as more particularly set forth in Section 8.3 below and as approved by the OCFA.

8. TERMINATION:

8.1 LESSOR'S RIGHT TO TERMINATE:

- A. LESSOR may pursue any remedies available to it under applicable law, including, but not limited to, the right to terminate this Lease, upon the earliest of any of the following events:

1. LESSEE's failure to pay rent within fifteen (15) days of the date such payment is due;
2. Except as otherwise provided in this Section 8.1, LESSEE's failure to comply with any term, covenant, or condition of this Lease after LESSEE has been given written notice of the violation and has had thirty (30) days to cure same or, if such default is not curable within such thirty (30) day period, has not proceeded to commence such cure within such thirty (30) day period and diligently proceeds to completion, provided however, such time to complete such cure shall not exceed ninety (90) days;
3. Interference by the Facilities with other non-emergency electrical or non-emergency radio equipment installed on or around the Property, which interference is not cured by LESSEE within ten (10) days following written notice thereof; or
4. LESSEE or the Facilities interfere with LESSOR's non-emergency operations, or non-emergency use of the Property by LESSOR or third parties after LESSEE has been given written notice of the violation and has had ten (10) days to cure same or, if such default is not curable within such ten (10) day period, has not proceeded to commence such cure within such ten (10) day period and diligently proceeds to completion, provided however, such time to complete such cure shall not exceed thirty (30) days; or
5. LESSEE or the Facilities interfere with or impede LESSOR's emergency operations or use of the Property for the provision of emergency services if such default is not cured immediately upon notice (telephonic or written) of such violation.

8.2 LESSEE'S RIGHT TO TERMINATE: LESSEE may terminate this Lease due to LESSOR's failure of proper ownership or authority, or if such termination is a result of LESSOR's default hereunder. Additionally, this Lease may be terminated by LESSEE without further liability upon thirty (30) days written notice if Lessee, after all good faith efforts are exhausted, is unable to obtain or maintain any certificate, license, permit, authority or approval from any governmental authority or LESSOR under paragraph 7.2 above or 9.1 below, that either: (a) has the legal effect of prohibiting Lessee from installing, or continuing operation of Lessee's Facilities; or (b) has the actual effect of causing all wireless communication carriers to cease operating wireless communication equipment on the Facilities..

8.3 RETURN OF PREMISES UPON EXPIRATION OR TERMINATION: Except as otherwise provided herein, LESSEE shall at its sole expense remove all of LESSEE's Facilities within sixty (60) days following expiration or termination of this Lease, including any foundation down to a depth of three (3) feet below grade level. During such period of time, LESSEE shall perform all obligations under this

Lease, including without limitation, pay the Base Rent at the then existing monthly rate or on the existing monthly pro-rata basis until such time as the removal of the Facilities, any foundation down to three (3) feet below grade, fixtures and all personal property are completed. Any property not so removed shall be deemed abandoned and may be removed and disposed of by LESSOR in such manner as LESSOR shall determine and at LESSEE's reasonable expense, without any obligation on the part of LESSOR to account to LESSEE for any proceeds therefrom. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in this Section 8.3. Upon the expiration or termination of this Lease, LESSEE shall surrender the Premises to LESSOR in a condition at least as good as existed on the date LESSEE executes this Lease, less ordinary and reasonable wear and tear. LESSEE shall reimburse LESSOR for any actual and reasonable expense incurred in restoring the Premises should LESSEE fail to restore the Premises as provided in this Section 8.3.

A. Exceptions. The Parties intend that LESSEE shall not remove or destroy any improvements to the Premises that, subsequent to surrender of the Premises by LESSEE, will benefit or be of use to LESSOR as determined by LESSOR, in its sole and absolute discretion. Therefore, upon expiration or termination of this Lease, LESSOR may request that LESSEE not remove or destroy all or any portion of the LESSEE's Facilities, and LESSEE shall not remove the portion of the LESSEE's Facilities that is the subject of LESSOR's request. The parties shall thereafter execute a Bill of Sale, a copy of which is attached as Exhibit D.

9. INTERFERENCE:

9.1 LESSEE'S OBLIGATIONS: Prior to occupancy of the Premises and operation of the Facilities by LESSEE or its agents, assigns or LESSEE's employees, LESSEE agrees to:

A. Submit for LESSOR's approval, within forty-five (45) days prior to operation, the following: (i) proposed plans for antenna type and size, along with operating frequencies, effective radiated power, and other necessary on-air technical data at LESSOR's discretion for LESSOR's review and approval; (ii) detailed construction drawings showing the eucalyptus tree and proposed antennas as well as tower manufacturer drawings showing the number of branches and the number of fake leaves per branch; (iii) detailed photo simulations and other examples of eucalyptus trees designed for three (3) carrier, similar in look and appearance to the proposed tree. LESSOR's approval of the plans and construction drawings must be given or denied within thirty (30) days after submission thereof by LESSEE. If LESSOR fails to approve or deny within such thirty (30) day time period, LESSEE shall deliver a second notice at the address provided in Paragraph 17.15 herein, requesting approval. Failure of LESSOR to approve or object to the plans and construction drawings within five (5) business days of

LESSEE giving said notice to LESSOR shall be deemed an approval by LESSOR.

- B. Install or cause to be installed, all equipment according to generally accepted standard engineering practices and in a good and workmanlike manner.
- C. Use all feasible efforts to investigate the cause of and mitigate any interference caused by LESSEE on existing radio frequency equipment of LESSOR following written notification of interference from LESSOR. Interference, if any, with LESSOR's emergency communications capabilities shall be resolved immediately and at LESSEE'S expense.

9.2 **NON-INTERFERENCE:** The communication equipment and the use thereof shall not interfere with the use of any other communication or similar equipment of any kind and nature owned or operated by LESSOR or other occupants of the Property; provided, however that subsequent to the installation by LESSEE of the Facilities, LESSOR agrees not to install and to exercise commercially reasonable effort to not allow installation of new equipment on the Premises if such equipment causes interference with LESSEE's operations, unless such LESSOR facilities are essential to the provision of emergency communications or emergency services to the public. All interference claims shall be settled in accordance with the then prevailing interference rules and regulations promulgated by the Federal Communications Commission.

10.0 **DESTRUCTION OF PREMISES:** If either the Premises or the Property is destroyed or damaged as a result of a catastrophic event to the extent that, in LESSEE's reasonable discretion, LESSEE may no longer use the Premises for the intended purposes, LESSEE may elect to either:

- A. Terminate this Lease, effective upon the date of the damage or destruction, by delivering written notice within thirty (30) days of the date of the damage or destruction and a request to terminate; or
- B. Upon consent of LESSOR, which shall not be unreasonably withheld, conditioned or delayed, use a portion of the Premises specified by LESSOR for provision of Communication Services on a temporary basis until such time as the LESSEE's Facilities on the Premises are repaired or reconstructed so that LESSEE can resume the provision of communication services from the Premises. If LESSEE elects to continue this Lease and in the event that LESSOR unreasonably delayed its consent for LESSEE to install the temporary facility in order for LESSEE to continue its operation, Rent shall abate for the period of non-use. Any such repair or reconstruction shall be completed in an expeditious manner.
- C. Notwithstanding anything to the contrary contained in Section 10(A) or 10(B) above, LESSEE shall not have the right to terminate this Lease pursuant to this Section in the event the damage to the Premises or the Facilities may be repaired by LESSEE within one hundred and eighty (180) days from the date of such damage.

11. **UTILITIES AND PROVISION OF SERVICE:** LESSEE shall determine the availability of and shall, at its sole cost and expense, cause to be installed in, on, and about the Premises all facilities necessary to supply thereto all electricity, telephone, and other similar services required to service the Premises. LESSEE shall be required to have its own electrical metering equipment installed. LESSEE shall obtain, at its sole cost and expense, all necessary approvals for the installation of the meter. An electrical plan shall be submitted to LESSOR for approval, which approval shall not be unreasonably withheld, conditioned or delayed prior to commencement of such work. At no cost or expense to LESSOR, LESSOR agrees to cooperate with LESSEE in its efforts to obtain such utility service including granting any necessary easements in the mutually acceptable electric plan, provided however, the location of any easement and any other agreement required by the appropriate utility or other party for such easement shall be subject to LESSOR's prior written approval. During the Initial Term and all Renewal Terms, LESSEE agrees to pay directly to the servicing utility when due all charges for electricity, telephone and all other utility services of every kind and nature supplied to and used by LESSEE on the Premises or for the Facilities. LESSOR shall be responsible for its electrical and other utility service and for the regular payment of electrical and other utility charges attributable to the Property other than the Facilities or the Premises.

12. **INDEMNIFICATION AND INSURANCE:**

12.1 **INDEMNIFICATION:** Neither LESSOR nor any other officer or employee of LESSOR shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of LESSEE or its officers or employees under or in connection with LESSEE's use of the Premises, including but not limited to the installation, use, maintenance, repair or removal of the Facilities and other any activities arising under this Lease. It is also understood and agreed that to the fullest extent permitted by law, LESSEE shall indemnify, defend (with counsel reasonably acceptable to LESSOR), protect and hold harmless LESSOR and its officers, agents and employees ("LESSOR's Parties") from and against any and all claims, demands, judgments, actions, damages, losses, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising at any time directly or indirectly from or in connection with (i) any default in the performance of any obligation by LESSEE to be performed under the terms of this Lease, (ii) LESSEE's use of the Premises, including but not limited to the installation, use, maintenance, repair or removal of the Facilities and other any activities arising under this Lease, or (iii) the conduct of LESSEE's business or any activity, work or things done, permitted or allowed by LESSEE in or about the Premises, unless caused by LESSOR's or LESSOR's Parties' sole negligence or willful misconduct. The obligations of LESSEE under this section shall survive the expiration or earlier termination of this Lease.

12.2 **ASSUMPTION OF RISK:** LESSEE, as a material part of the consideration to LESSOR, hereby assumes all risk of damage to the Premises and the Facilities, including, without limitation, injury to persons in, upon or about the Premises during LESSEE's use of the Premises, arising from any use of the LESSEE's Facilities or other activities of LESSEE or LESSEE's agents, employees, guests,

tenants, subtenants, licensees, contractors, or invitees (collectively "LESSEE's Parties") on the Premises. LESSEE hereby waives all claims with respect thereof against LESSOR, except as otherwise stated in this Lease. LESSOR shall not be liable for any injury to LESSEE's Facilities, Premises, or injury to or death of any of LESSEE's Parties, or injury to LESSEE's Facilities, or injury to or death of any other person in or about the Premises from any cause unless caused by the sole negligence or willful misconduct of the LESSOR or LESSOR's Parties.

12.3 **INSURANCE:** Prior to accessing the Premises, LESSEE shall provide LESSOR with proof of insurance, at LESSEE'S sole cost and expense, to remain in full force and effect during the entire term of this Lease. The following policies of insurance shall be maintained, except that the minimum policy limits specified below shall be doubled on the tenth (10th) anniversary of the date of this Lease:

A. **Workers' Compensation Insurance.** Workers' Compensation Insurance in an amount required by the laws of California and Employer's Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit.

B. **Liability Insurance.** Commercial general liability insurance, written on an occurrence basis, covering claims for bodily injury, including death, property damage, and consequential damages ("Liability Policy"). The Liability Policy shall provide coverage in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence.

C. **Automobile Liability Insurance.** A policy of comprehensive automobile liability insurance written on a per-occurrence basis in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit covering all owned, non-owned, leased, and hired vehicles used in connection with the Facilities.

D. **General Provisions.** All of the foregoing policies of insurance (except for the Workers' Compensation Insurance) shall name the LESSOR as an additional insured and shall be primary insurance and any insurance maintained by LESSOR shall be excess and non-contributing. The Workers' Compensation insurer and each insurer of LESSEE for property insurance shall waive all rights of contribution and subrogation against LESSOR and its respective insurers. Each of such policies of insurance shall be endorsed to name the Orange County Fire Authority and its respective officers, directors, agents, and employees (collectively, "OCFA Parties") as additional insureds. All policies of insurance required to be obtained by LESSEE hereunder shall be issued by insurance companies authorized to do business in California and must be rated no less than A-:VII or better in Best's Insurance Guide. Prior to accessing the Premises, LESSEE shall deliver to LESSOR certificate(s) of insurance and original endorsements evidencing the coverages specified above. Such policies shall be endorsed to provide that the coverage afforded thereunder shall not be cancelled nor required limits reduced to the detriment of LESSOR or LESSEE without the insurer providing LESSOR with thirty (30) days' prior written notice. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

13. **DAMAGE OR DESTRUCTION OF IMPROVEMENTS TO PREMISES:** LESSOR shall have no duty or obligation to rebuild the Facilities or the improvements thereon if such Facilities

or improvements are substantially damaged during the Term, in whole or in part by any casualty. LESSEE shall maintain, and if damaged during the Term, shall reconstruct the Facilities at LESSEE's expense.

14. **ASSIGNMENT AND SUBLEASING:**

14.1 **ASSIGNMENT:** LESSEE shall not voluntarily assign or transfer its interest under this Lease or in the Premises without first obtaining the prior written consent of LESSOR, which consent shall be not unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, the transfer of the rights and obligations of LESSEE to a parent, subsidiary, or other affiliate of LESSEE, or to any successor in interest or entity acquiring fifty-one (51%) or more of LESSEE's membership interests or assets, shall not require LESSOR's consent for such transfer. Any assignment without LESSOR's consent (when such consent is required) shall be voidable and, at LESSOR's election, shall constitute cause for exercise of LESSOR's remedies under applicable law, including termination of the Lease. No consent to any assignment shall constitute a further waiver of the provisions of this section. Notwithstanding the foregoing, it is understood that LESSEE shall not be released from liability hereunder by virtue of any assignment. As a condition precedent to any assignment regardless of whether or not LESSOR's consent is required, LESSEE agrees to provide written notice to LESSOR of its intention to assign at least thirty (30) days before the proposed effective date of any such proposed assignment which notice shall include the identity of the proposed assignee, copies of the proposed assignment documentation and current financial statements of the proposed assignee. As a further condition precedent to any assignment, the assignee must assume, in writing, all of LESSEE's obligations under this Lease.

14.2 **SUBLEASING:** Subject to the terms and conditions of this Lease, LESSEE shall have the right to sublease any portion of the Premises. Subleases shall be solely for the purposes specified in Section 2 hereinabove. Furthermore, no sublease shall be valid unless it results in Base Rental payments to LESSOR under Section 4.1 above. Subleases which do not result in Base Rental Payments under Section 4.1, or which are for purposes not specified in Section 2, are prohibited and shall be a material default under this Lease.

14.3 **COLLOCATION:** At no cost or expense to LESSOR and subject to the terms and conditions of this Lease, LESSOR shall cooperate with future communications operators that request collocation as long as there is no adverse impact on LESSOR from an operational, maintenance, and repair standpoint.

15. **RENEWAL/HOLDING OVER:** Upon the expiration or termination of this Lease, LESSEE shall surrender the Premises to LESSOR. If LESSEE shall remain in possession of the Premises after the expiration or termination of the Lease, with the consent of LESSOR, either express or implied, such holding over shall be construed to create a month to month tenancy subject to all the covenants, conditions, and obligations hereof, and LESSEE hereby agrees to pay LESSOR, as holdover rent, an amount equal to one hundred fifty percent (150%) of the Base Rental, as

theretofore adjusted by the Cost of Living Adjustments. Nothing above shall be construed to give LESSEE any rights to so hold over and to continue in possession of the Premises after the expiration of the Term without the express consent of LESSOR, which may be withheld in its sole discretion.

16. **ENVIRONMENTAL:** LESSEE and its agents, employees, or contractors subcontractors or other representatives shall not bring upon the Premises, or permit or authorize any other person or entity to bring upon the Property, including the Premises, any hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof). Notwithstanding the foregoing, LESSEE may bring such fuels and lubricants onto the Premises as may be required for operation of construction vehicles during construction and backup power for generators. In addition, LESSEE may also bring onto the Premises, any lead-acid batteries, cleaning solvents, and other chemicals necessary for proper utilization and maintenance of the LESSEE's Facilities. In bringing any materials or substance onto, or using any materials and substances on the Premises, LESSEE shall comply with all federal, State, and local government laws, regulations, and rules. LESSEE shall be solely responsible for any damages or costs incurred by LESSOR due to any environmental contamination, arising from the presence or use on LESSEE's behalf of any hazardous materials or substances that LESSEE, its agents, employees, contractors, subcontractors or other representatives bring onto the Premises. LESSEE agrees to hold harmless and indemnify LESSOR, and to assume all duties, responsibilities and liabilities at the sole cost and expense of LESSEE for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from LESSEE's breach of its obligations under this Section 16. In addition, LESSEE agrees to hold harmless and indemnify LESSOR from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of LESSEE for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by LESSEE or any of its employees, agents or contractors. The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 16 shall survive the expiration or termination of this Lease.

17. **PERFORMANCE SECURITY.** Prior to the Commencement Date, LESSEE agrees to deliver to LESSOR a Security in favor of LESSOR in the amount of fifty thousand and No/100 Dollars (\$50,000.00) to secure LESSEE's rights and obligations under the Lease, including but not limited to the removal of its Facilities from the Premises following the expiration or earlier termination of the Lease and LESSEE's restoration of the Premises to the condition existing on the Commencement Date of the Lease, as required herein. For purposes of this Lease, a Security refers to a Bond, a Letter of Credit, or a Cash Deposit, as hereinafter provided.

17.1 Any Bond provided shall be issued by a bond company duly licensed to do business in California and shall be in a form acceptable to the OCFA General Counsel.

17.2 Any Letter of Credit shall be issued by a banking institution duly licensed to do business in California, and shall be in a form acceptable to the OCFA General Counsel.

17.3 For a Cash Deposit, LESSEE shall post with the LESSOR cash or equivalent funds which will be deposited by the LESSOR in a separate interest bearing account.

17.4 The Security shall be released, less any costs incurred by the LESSOR in enforcing this Lease, after LESSEE satisfies its obligations under Sections 8.3 and 8.3.A.

17.5 If LESSEE fails to perform any obligation under this Lease, LESSOR shall not release (and in the case of a Cash Deposit, shall retain) the entire remaining balance of LESSEE's Security not already released, and shall be authorized to utilize such Security (and any interest accrued thereupon) to perform any remaining work which LESSEE fails to perform.

17.6 Subject to the foregoing, LESSOR will disburse funds to LESSEE within ten (10) days of receipt of: (1) a written request for disbursement from LESSEE, attaching thereto a copy of this Lease; and (2) all documentation LESSOR reasonably requires from LESSEE.

18. MISCELLANEOUS:

18.1 NO WAIVER: No covenant, term, or condition thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed. Any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by LESSOR of performance other than full performance by LESSEE after the time the performance shall have become due shall not constitute a waiver by LESSOR of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by LESSOR in writing.

18.2 ATTORNEY'S FEES AND COSTS: If either Party hereto shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by LESSOR for the recovery of rent or possession of the Premises, the substantially prevailing Party shall be entitled to have and recover from the other Party the substantially prevailing Party's reasonable fees and costs (including reasonable attorneys' fees), which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to a judgment. Reasonable attorney fees shall be determined by multiplying the reasonable number of hours incurred by the substantially prevailing party's attorney(s) after commencement of such action by the actual hourly rate paid by the prevailing party, or \$200 per hour, whichever is less. No "lodestar multiplier" shall be applied.

18.3 NO JOINT VENTURE: Neither LESSOR nor any of its employees shall have any control over the manner, mode or means by which LESSEE, its agents or employees, use the Premises or Facilities described herein, except as otherwise set forth herein. LESSOR shall have no voice in the selection, discharge, supervision or control of LESSEE's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. LESSEE shall perform all covenants herein as a tenant of LESSOR and shall remain at all times as to

LESSOR a tenant with only such obligations as are consistent with that role. LESSEE shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of LESSOR. LESSOR shall not in any way or for any purpose become or be deemed to be a partner of LESSEE in its business or otherwise or a joint venturer or a member of any joint enterprise with LESSEE.

- 18.4 **INTERPRETATION:** The Parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words imparting such covenants and conditions were used in each separate section hereof. The captions of the sections and subsections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or construction.
- 18.5 **INTEGRATION AND GOVERNING LAW:** This Lease represents the entire understanding of LESSOR and LESSEE as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Lease. This Lease shall be governed by the laws of the State of California and construed as if drafted by both LESSOR and LESSEE. Any action, arbitration, mediation, hearing or other proceeding related to this Lease shall be conducted only in the County of Orange.
- 18.6 **LEASE BINDING ON HEIRS AND ASSIGNS:** Each of the terms, covenants, and conditions of this Lease shall extend to, be binding upon, and inure to the benefit of not only LESSOR and LESSEE, but each of their respective heirs, representatives, administrators and assigns. Whenever in this Lease reference is made to either LESSOR or LESSEE, the reference shall be deemed to include, whenever applicable, the heirs, legal representatives, and assigns of each of the Parties, the same as if in every case expressed.
- 18.7 **CORPORATE AUTHORITY:** Each party executing this Lease on behalf of a limited liability company (LLC) represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said LLC, in accordance with a duly adopted resolution of the members of said LLC and that this Lease is binding upon said LLC in accordance with its terms.
- 18.8 **LIMITATION OF LIABILITY.** LESSEE and LESSOR each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
- 18.9 **SURVIVAL.** Any provisions of this Lease relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.
- 18.10 **CONDITION OF THE PREMISES.** Subject to the terms and conditions of this Lease, LESSEE hereby accepts the Premises "AS IS" (IN THE CONDITION EXISTING as of the Effective Date), subject to all applicable zoning, municipal,

county and state laws and ordinances governing the use of the Premises and any covenants or restrictions of record and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Except for any representations or warranties expressly contained in this Lease, LESSEE acknowledges that neither LESSOR nor LESSOR's agents have made any representations or warranties as to the present or future suitability of the Premises for the conduct of LESSEE's business.

- 18.11 **MARKING AND LIGHTING REQUIREMENTS.** LESSEE shall be responsible for compliance with the Federal Aviation Administration ("FAA") and FCC requirements as attributable to the Premises. LESSEE shall indemnify and hold LESSOR harmless from any fines or other liabilities caused by LESSEE's failure to comply with such requirements. Should LESSOR be cited by either the FCC or FAA because the Premises is not in compliance and, should LESSEE fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, LESSOR may either terminate this Lease immediately upon notice to LESSEE or proceed to cure the conditions of noncompliance at the LESSEE's expense.
- 18.12 **REDEVELOPMENT.** Notwithstanding any term or provision to the contrary contained in this Lease, in the event LESSOR intends to redevelop, subdivide, rezone, demolish, reconstruct or alter (collectively "Redevelop" or, as a noun, "Redevelopment") the Property or any portion thereof which Redevelopment involves use of the Premises inconsistent with the presence of the Facilities, then, to the extent necessary in connection with such Redevelopment, LESSOR shall have the right in its sole discretion, following the fifteenth (15th) anniversary of the Commencement Date, to require LESSEE relocate its Facilities to another location on the Property upon at least twelve (12) months prior written notice. In order to continue LESSEE's operations from the Property, LESSEE shall have the right to (i) construct, install and maintain temporary facilities in or about the Property, subject to the terms of the Lease, in such locations as will not interfere with any pre-existing tenants or any Redevelopment of the Property; or (ii) relocate the Facilities to another portion of the Property reasonably acceptable to LESSEE and LESSOR, similar in area and appropriateness for LESSEE's continued operations from the Property (the "Alternate Site") which will not interfere with the existing uses and Redevelopment of the Property and subject to the interests of other pre-existing tenants. If, in LESSEE's reasonable judgment, there is no Alternate Site suitable for the Facilities or LESSEE's continued operations from the Property, LESSEE's sole and exclusive right and remedy shall be to terminate this Lease effective upon LESSOR's receipt of written notice from LESSEE. Within fifteen (15) days of receipt of notice of LESSOR's intent to Redevelop the Property, LESSEE shall notify LESSOR of its election to either (i) relocate its Facilities to another location on the Property or (ii) terminate the Lease. LESSEE and LESSOR shall cooperate in good faith to schedule the relocation at a mutually agreeable time and in a mutually agreeable manner.

18.12.1 If LESSEE relocates its Facilities during the 16th year after the Commencement Date, LESSOR shall reimburse LESSEE for fifty percent (50%) of the reasonable costs of design and construction actually borne by LESSEE for such relocation. If LESSEE relocates its Facilities during the 17th year after the Commencement Date, LESSOR shall reimburse LESSEE for forty percent (40%) of the reasonable costs of design and construction actually borne by LESSEE for such relocation. If LESSEE relocates its Facilities during the 18th year after the Commencement Date, LESSOR shall reimburse LESSEE for thirty percent (30%) of the reasonable costs of design and construction actually borne by LESSEE for such relocation. If LESSEE relocates its Facilities during the 19th year after the Commencement Date, LESSOR shall reimburse LESSEE for twenty percent (20%) of the reasonable costs of design and construction actually borne by LESSEE for such relocation. If LESSEE relocates its Facilities during the 20th year after the Commencement Date, LESSOR shall reimburse LESSEE for ten percent (10%) of the reasonable costs of design and construction actually borne by LESSEE for such relocation. Any relocation of the Facilities occurring after the 21st anniversary of the Commencement Date shall be at LESSEE's sole expense.

18.12.2 LESSOR may not require the relocation of Facilities hereunder on more than one occasion.

18.13 **TIME IS OF THE ESSENCE.** Where LESSEE is required by this Lease to pay any sum of money or to do any act within an indicated period or by a particular date, it is understood that time is of the essence.

18.14 **NOTICES:** Any written notices required pursuant to this Lease shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to be effective when properly sent and received, refused or returned undelivered and delivered to the following address:

To LESSOR: Clerk of the Board
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Copy to: Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626
Attn: Terry Andrus, General Counsel

To LESSEE: Vista Towers
Managing Member
10161 Broadview Place
N. Tustin, CA 92705

- 18.15 **EXISTING FACILITY:** The parties hereby acknowledge and agree that the existing Nextel lease and/or Nextel antenna located on the Property shall in no way constitute a breach of any term or condition of this Lease and such lease shall not impact the parties obligations set forth herein.
- 18.16 **AUTHORIZATION BY IRVINE COMPANY.** This Lease is subject to the condition precedent that the Irvine Community Development Company must authorize the use and approve the attached project plans, and any future revisions thereof.
- 18.17 **AMENDMENTS:** This Lease may not be modified, altered, or amended except in writing signed by both LESSOR and LESSEE.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed by their duly authorized officers.

LESSOR

LESSEE

ORANGE COUNTY FIRE AUTHORITY

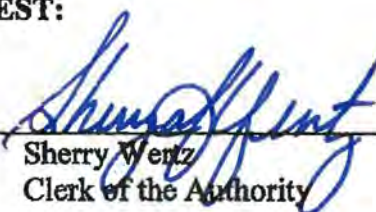
VISTA TOWERS, LLC

By: 
Chairman, Board of Directors


By: 
Name: Robert MacLachlan
Title: Managing Member

ATTEST:

Date: 3/23/11


Sherry Wertz
Clerk of the Authority 03/24/11

APPROVED AS TO FORM.

By: 
TERRY C. ANDRUS
General Counsel

Date: _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Orange, State of California, described as follows:

That certain parcel of land in the City of Irvine and in the County of Orange, State of California being a portion of Block 42 of Irvine's Subdivision as shown on a map thereof filed in Book 1, Page 88 of Miscellaneous Record Maps, a portion Parcel 4 as shown of Exhibit "B" of Lot line Adjustment LL 96-048 record December 20, 1996 as Instrument No. 19960642200 of Official Records and a portion of Lot "RR" of Tract No. 13627 as shown on a map thereof filed in Book 644, Pages 1 through 20 of Miscellaneous Maps, all in the Office of the County Recorder of said Orange County, described as follows:

BEGINNING at the northwesterly corner of that certain parcel of land as described in the Irrevocable Offer of Dedication to the Orange County Fire Authority recorded February 3, 1997 as Instrument No. 19970051113 of Official Records in said Office of the Orange County Recorder, said corner being in the easterly right-of-way line of Jamboree as shown on said map of Tract No. 13627;

Thence leaving said easterly right-of-way line through the following courses: North $11^{\circ}17'16''$ East 360.64 feet to the beginning of a tangent curve concave easterly and having a radius of 6140.00 feet; Thence along said curve northerly 151.10 feet through a central angle of $01^{\circ}24'36''$; Thence leaving said easterly right-of-way line non-tangent from said curve South $49^{\circ}12'27''$ East 388.65 feet to the westerly line of Parcel 300256-15 as described in the Grant Deed to the City of Tustin recorded January 22, 1999 as Instrument No. 19990048101, of Official Records in said Office of the Orange County Recorder; Thence along said westerly line South $10010'1111$ West 135.73 feet and South $80^{\circ}31'40''$ East 15.26 feet to a point in the westerly line of Parcel 300256-12 as described in the Amended and Restated Grant Deed to the Foothill/Eastern Transportation Corridor Agency recorded October 14, 1998 as Instrument No. 19980694409 of Official Records in said Office of the Orange County Recorder; Thence along said westerly line through the following courses: South 200001451? West 191.99 feet; Thence South $83^{\circ}57'06''$ West 33.40 feet; Thence South $06^{\circ}02'53''$ East 55.00 feet; Thence North $83^{\circ}57'06''$ East 22.69 feet; Thence South $01^{\circ}06'06''$ West 43.05 feet to the northeasterly corner of said Orange County Fire Authority parcel; Thence leaving said Westerly line along the Northerly line of said parcel through the following courses: North $86^{\circ}21'14''$ West 103.12 feet; Thence North $49^{\circ}04'56''$ West 221.45 feet; Thence North $701'26'22''$ West 48.48 feet to the point of beginning.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth shown below but with no right of surface entry, as provided in deed

Depth: 500 feet

Recorded: November 10, 1998 as Instrument No. 19980764921 of Official Records

Assessor's Parcel Number: 502-454-09

EXHIBIT B

DESCRIPTION OF THE LEASED PREMISES

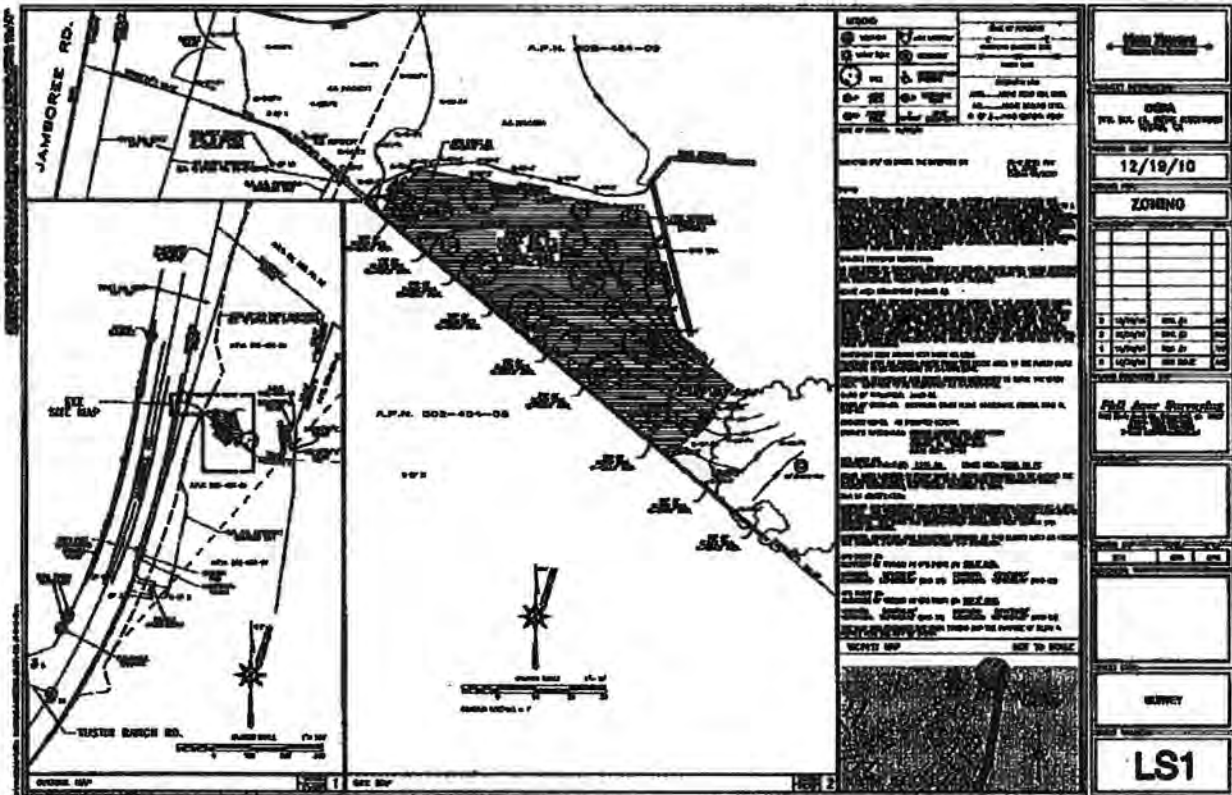


EXHIBIT C
DESCRIPTION OF THE FACILITIES
PROJECT DRAWINGS
(See Attached)

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND THE CALIFORNIA ELECTRICAL CODE. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AGENCIES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL AGENCIES.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.

5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.

6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AND TRAFFIC CONTROL DURING CONSTRUCTION.

7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS AND DOCUMENTATION OF THE PROJECT.

8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATIONS WITH ALL STAKEHOLDERS.

9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS AND DOCUMENTATION OF THE PROJECT.

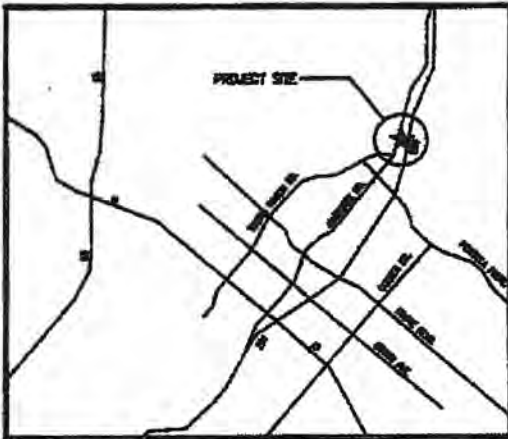
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATIONS WITH ALL STAKEHOLDERS.

DIRECTIONS

1. Take the 405 I-578 to exit 407 (TUSTIN) in TUSTIN
2. Take 407 onto 42ND ST.
3. ORANGE COUNTY FIRE AUTHORITY IS ON THE CORNER OF 42ND ST AND 407

Vista Towers
Wireless Site Solutions
 10181 BROADVIEW PLACE, # TUSTIN, CA 92705

OCFA
 (ORANGE COUNTY FIRE AUTHORITY)
 PTN. BLK. 42 IRVINE SUBDIVISION
 TUSTIN, CA 92602
 APN: 502-454-09



TUSTIN, CA

LOCATION PLAN

PROJECT DIRECTORY

PROJECT NO.	001
CLIENT	VISTA TOWERS
DATE	01/10/2013
PROJECT TYPE	WIRELESS SITE SOLUTIONS
PROJECT STATUS	PENDING PERMITS
PROJECT ADDRESS	PTN. BLK. 42 IRVINE SUBDIVISION, TUSTIN, CA 92602
PROJECT PHONE	949-278-4400
PROJECT FAX	949-278-4400
PROJECT EMAIL	info@vistatowers.com

APPROVALS

DESIGNER	_____
CHECKED	_____
APPROVED	_____
DATE	_____

PROJECT SUMMARY

DATE: 01/10/2013
 TIME: 10:00 AM
 CLIENT: VISTA TOWERS
 PROJECT TYPE: WIRELESS SITE SOLUTIONS
 PROJECT ADDRESS: PTN. BLK. 42 IRVINE SUBDIVISION, TUSTIN, CA 92602
 PROJECT PHONE: 949-278-4400
 PROJECT FAX: 949-278-4400
 PROJECT EMAIL: info@vistatowers.com

CODE COMPLIANCE

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND THE CALIFORNIA ELECTRICAL CODE. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AGENCIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL AGENCIES.

THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.

THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.

THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AND TRAFFIC CONTROL DURING CONSTRUCTION.

THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS AND DOCUMENTATION OF THE PROJECT.

THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATIONS WITH ALL STAKEHOLDERS.

PROJECT DESCRIPTION

THE PROJECT IS FOR THE INSTALLATION OF A WIRELESS COMMUNICATIONS TOWER ON THE PROPERTY DESCRIBED ABOVE. THE TOWER SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND THE CALIFORNIA ELECTRICAL CODE. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AGENCIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL AGENCIES.

THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.

THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.

THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AND TRAFFIC CONTROL DURING CONSTRUCTION.

THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS AND DOCUMENTATION OF THE PROJECT.

THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATIONS WITH ALL STAKEHOLDERS.

PROJECT MILESTONES

DESIGN	01/10/2013
PERMITS	01/20/2013
CONSTRUCTION	02/01/2013
COMPLETION	02/15/2013

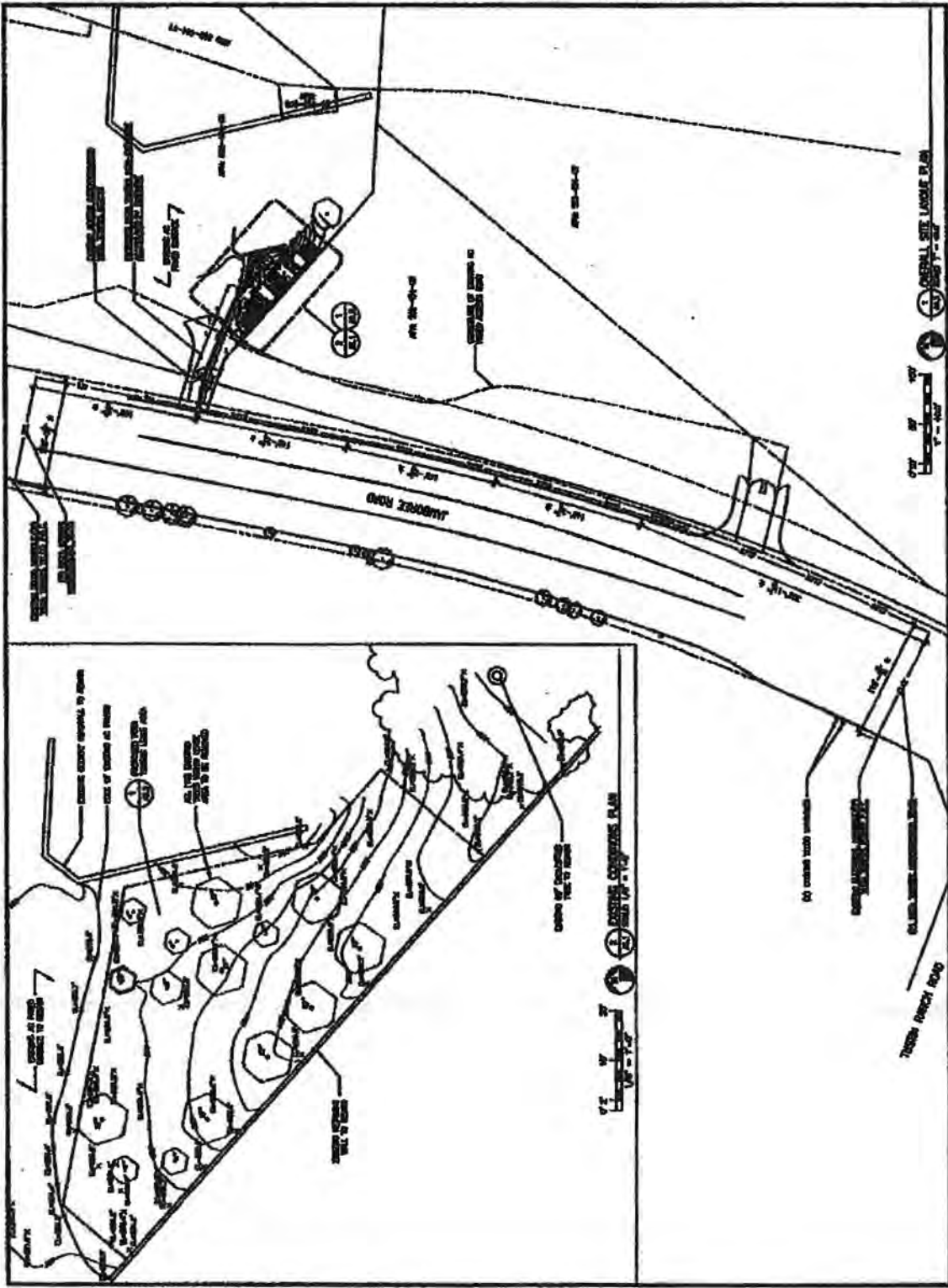
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VISTA TOWERS
 10181 BROADVIEW PLACE, # TUSTIN, CA 92705
 949-278-4400
 info@vistatowers.com

TITLE SHEET, LOCATION PLAN, PROJECT DATA

T1.1



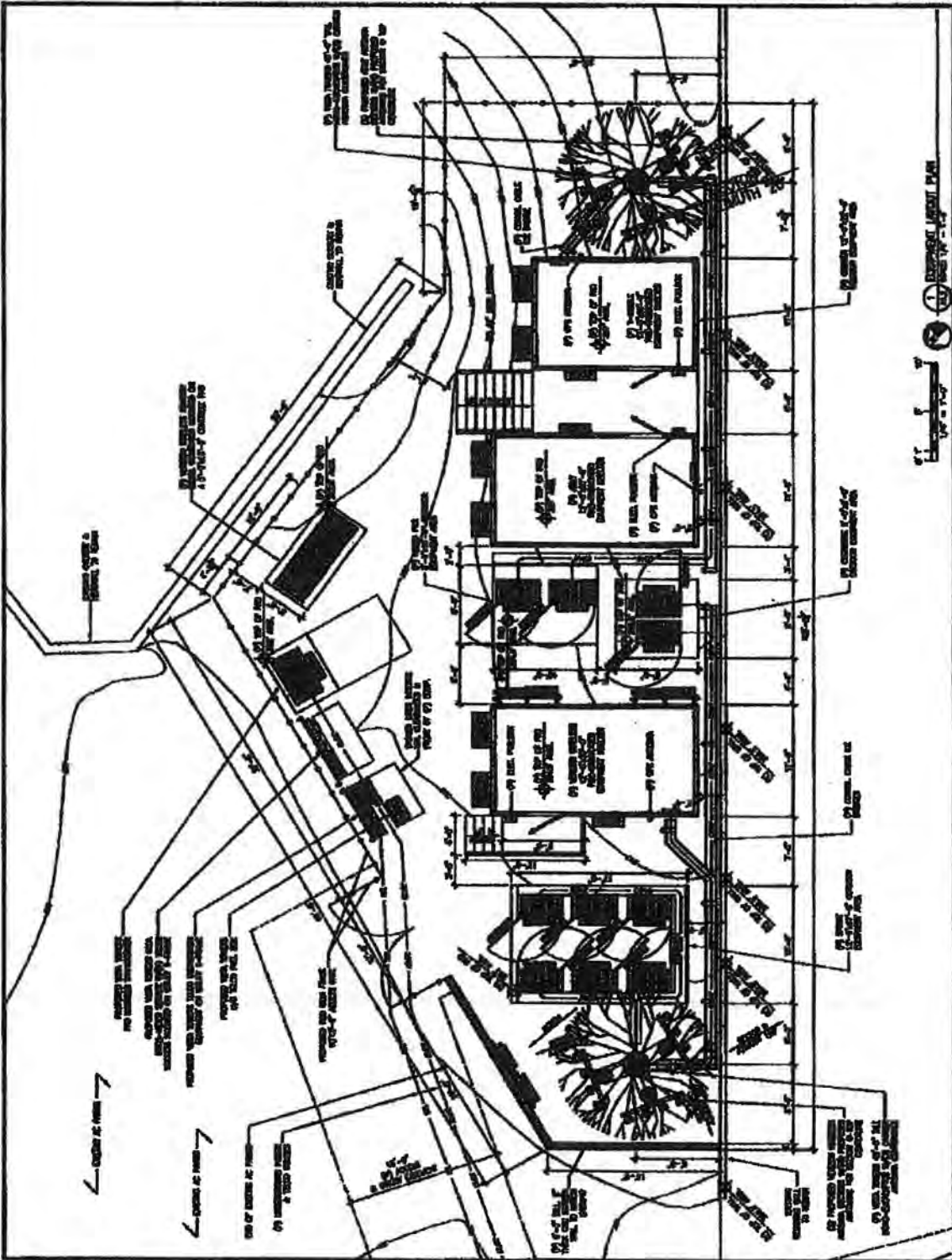


EXHIBIT D

BILL OF SALE AND ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____, a _____ corporation ("Seller"), hereby sells, transfers, assigns, and conveys to _____ ("Purchaser"), all of Seller's right, title, and interest in and to that certain tower constructed by the Seller on that certain real property located in the Town of _____, County of _____, State of _____, more commonly known as _____ (the "Premises"), and the related concrete foundation, utility conduits and fencing more particularly described on Appendix 1 attached hereto (collectively, the "Tower Facility") and specifically **EXCLUDING** from the within conveyance any equipment of the Seller attached to or contained within Premises, including without limitation, any antennas, antenna mounts, cabling, wires, brackets, generators, or any other property relating to the Seller's use of the Tower Facility for wireless telecommunications purposes.

Seller, for itself and its successors and assigns, warrants to Purchaser, its successors and assigns, that it has good and marketable title to the Tower Facility, and Seller agrees to defend said title against all contrary claims of persons.

In connection with such conveyance, the Seller hereby assigns and transfers to the Purchaser all manufacturer's warranties and contractor's warranties in favor of the Seller under contract(s) for the construction of the Tower Facility, if and to the extent assignable. Provided, however, such assignment shall not be effective as to any warranty which, by its terms or as a matter of law, cannot be assigned. To the extent that the foregoing manufacturer's or contractor's warranties are not transferable, Seller agrees to cooperate with Purchaser in enforcing such warranties.

IN WITNESS WHEREOF, this instrument has been executed under seal as of the _____ day of _____, 2011.

SELLER:

PURCHASER:

By: _____

By: _____

Name
: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 1

That certain Tower Facility manufactured by _____, constructed by _____, and located on the Premises, and the related concrete foundation, utility conduits and fencing, but EXCLUDING any equipment of Seller attached to or contained within the Premises, including, without limitation, any antennas, antenna mounts, cabling, wires, brackets, generators, or any other property relating to Seller's use of the Tower Facility for wireless telecommunications purposes.

SELLER'S CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My commission expires: _____

PURCHASER'S CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My commission expires: _____



May 26, 2015

Debbie Casper
Purchasing & Materials Manager
Orange County Fire Authority
1 Fire Authority Road, Building C, Room 102
Irvine, CA 92602

**RE: Notice of Intent to Assign
Vista Tower's Wireless Communication Facility at OCFA**

Dear Debbie:

Vista Towers desires to assign its interest in the Wireless Communications Facilities Site Lease dated March 24, 2011 to SBA Towers VI, LLC, a Delaware limited liability company ("Proposed Assignee").

Please allow this letter as notice of our request for approval to the assignment in accordance with paragraph 14.1. In addition to the notice requirement, please find the enclosed:

- Copy of the proposed assignment document
- Current Financial statements of Proposed Assignee

Additionally, we would like to thank OCFA for the opportunity to design, construct and operate a facility at this location. We worked hard to maximize revenue for the OCFA, but also realize that the OCFA allowed this facility in order to improve the communication services in the area.

Please let us know if any further documentation is required. If you have any questions, please contact me at (714) 856-1000 or email me at robert@vistatowers.net.

Sincerely,



Robert MacLachlan

Instrument Prepared By:

SBA Towers VI, LLC
Attn: Mary Graydon
8051 Congress Avenue
Boca Raton, FL 33487
(561) 981-7341

Upon Recording Return to:

SBA Towers VI, LLC
Attn: Debra DiBetta
8051 Congress Avenue
Boca Raton, FL 33487
(561) 226-9461
SBA Site ID: CA17337-A, OCFA

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Ground Lease Assignment") is made and entered into as of this ____ day of June, 2015 ("Transfer Date"), by Vista Towers, LLC, a California limited liability company, with an address at with an address at 10161 Broadview Place, North Tustin, California, 92705, Fax Number 806-398-8901, FEI Number 20-3752224 ("Seller") and Mr. Robert MacLachlan, an individual, with and address at 10161 Broadview Place, North Tustin, CA 92705 ("Principal") ("Assignor"), and SBA TOWERS VI, LLC, a Delaware limited liability company, having an address at 8051 Congress Avenue, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Executive Vice President, Fax Number (561) 989-2941 ("Assignee").

RECITALS

A. On the 24th day of March, 2011, Orange County Fire Authority, a California Joint Powers Authority ("Ground Lessor"), as lessor, and Assignor, as lessee, entered into that certain Wireless Communications Facilities Site Lease Agreement (collectively with all amendments, modifications, renewals, substitutions, extensions, and replacements thereto and thereof, as applicable, the "Ground Lease") for that certain parcel of real property ("Real Property") located in the City of Irvine, County of Orange, State of California, which Real Property is more particularly described on Exhibit "A" attached hereto. In connection with the Ground Lease, Ground Lessor and Assignor recorded a Memorandum of Lease in Book 2012000375085, Page 232, in the Official Records, Clerk-Recorder's Office of Orange County, California.

B. Pursuant to that certain Purchase and Sale Agreement dated as of the 15th day of April, 2015 ("Purchase and Sale Agreement"), by and between Assignor and Assignee, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease to Assignee and to sell and convey to Assignee all of its right, title and interest in the improvements

thereon, including all communications towers or monopoles on the Real Property. All capitalized terms not otherwise defined in this Ground Lease Assignment shall have the meaning ascribed thereto in the Purchase and Sale Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Ground Lease Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof and are true and correct.

2. ASSIGNMENT. As of the Transfer Date, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee, for itself and for its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Ground Lease. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, representatives, parents, subsidiaries, employees, attorneys, shareholders, and past, present and future directors and officers, from and against, and upon demand, reimburse Assignee for any claim, damage, loss, liability, obligation, demand, defense, judgment, penalty, suit, proceeding, disbursement, cost and expense, including, without limitation, reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to the Ground Lease prior to the Transfer Date or which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease which arise or relate to the period after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Ground Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

4. APPURTENANCES, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, assigns and sells to Assignee, its successors and assigns forever, all of Assignor's right, title, claim and interest in and to (i) all Appurtenant Property relating to the Real Property, (ii) all Easements benefiting the Real Property, (iii) all Improvements constructed on the Real Property or the Easements, and (iv) any and all non-disturbance agreements, subordination, non-disturbance & attornment agreements and all similar agreements benefitting Assignor and/or the Ground Lease.

5. REPRESENTATIONS AND WARRANTIES BY ASSIGNOR. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the entire leasehold interest in the Real Property. Neither the Ground Lease nor any interest therein has been assigned to any

individual or entity (other than Assignee). No other ground lease or option or commitment to lease affecting the Real Property presently exists.

6. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Ground Lease Assignment occurred or shall occur in Orange County, California. Any civil action or legal proceeding arising out of or relating to this Ground Lease Assignment shall be brought in the courts of record of the State of California in Orange County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Ground Lease Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

7. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Ground Lease Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs at both trial and appellate levels.

8. BINDING EFFECT. This Ground Lease Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

9. GOVERNING LAW. This Ground Lease Assignment will be governed by and construed in accordance with the internal laws of the State of California without regard to principles of conflicts of laws.

10. COUNTERPARTS. This Ground Lease Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

THIS GROUND LEASE ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

EXECUTION PAGES FOLLOW

Witnesses:

Print Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of June, 2015, by Robert MacLachlan, the Managing Member of Vista Towers, LLC, a California limited liability company. The above-named individual is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]

ASSIGNOR:

**VISTA TOWERS, LLC, a California
limited liability company**

By: _____
Robert MacLachlan
Managing Member

Print Name: _____
NOTARY PUBLIC - _____
Commission Number: _____
My Commission Expires: _____

Witnesses:

ASSIGNEE:

SBA TOWERS VI, LLC,
a Delaware limited liability company

Print Name: _____

By: _____
Neil Seidman
Senior Vice President

Print Name: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of June, 2015 by Neil Seidman, Senior Vice President of SBA TOWERS VI, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

[NOTARIAL SEAL]

Print Name: _____
NOTARY PUBLIC - _____
Commission Number: _____
My Commission Expires: _____

EXHIBIT "A"

Real Property

PARENT TRACT LEGAL DESCRIPTION

IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, BEING THOSE LANDS DESCRIBED IN EXHIBIT "A" OF THAT CERTAIN GRANT DEED, FILED AUGUST 23, 2001, DOCUMENT NO. 20010586737, ORANGE COUNTY OFFICIAL RECORDS.

LEASE AREA LEGAL DESCRIPTION (PARCEL "A")

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF THE ABOVE DESCRIBED LANDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS THE FOLLOWING TWO (2) COURSES; SOUTH 70°26'24" EAST 48.48 FEET, SOUTH 49°04'58" EAST 37.11 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE NORTH 40°55'02" EAST 16.50 FEET; THENCE SOUTH 79°10'23" EAST 64.72 FEET; THENCE SOUTH 13°36'32" EAST, 38.51 FEET; THENCE SOUTH 49°04'58" EAST 6.06 FEET; THENCE SOUTH 40°55'02" WEST 26.60 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE NORTH 49°04'58" WEST 93.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 3178 SQUARE FEET MORE OR LESS.

JOINT ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION (PARCEL "B")

A STRIP OF LAND 15 FEET WIDE LYING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED PARCEL "A"; LYING 36.09 FEET FROM THE MOST NORTHERLY CORNER THEREOF; THENCE NORTH 10°49'37" EAST 14.78 FEET; THENCE NORTH 72°05'05" WEST 70.45 FEET; THENCE NORTH 78°42'46" WEST 54.36 FEET TO A POINT ON THE WESTERLY LINE OF THE ABOVE SAID LANDS, SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JAMBOREE ROAD AND BEING THE END OF THE HEREIN DESCRIBED LINE.

CONTAINING 2100 SQUARE FEET MORE OR LESS.

UTILITY EASEMENT LEGAL DESCRIPTION (PARCEL "C")

A STRIP OF LAND 6 FEET WIDE LYING 3 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED PARCEL "A"; LYING 24.99 FEET FROM THE MOST NORTHERLY CORNER THEREOF; THENCE NORTH 10°49'37" EAST 3.06 FEET; THENCE NORTH 79°04'58" WEST 21.26 FEET; THENCE NORTH 54°22'48" WEST 27.82 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF HEREIN DESCRIBED PARCEL "B" AND BEING THE END OF THE HEREIN DESCRIBED LINE. THE SIDE LINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE ON SAID SOUTHWESTERLY LINE OF HEREIN DESCRIBED PARCEL "B".

CONTAINING 315 SQUARE FEET MORE OR LESS.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 23, 2015

Agenda Item No. 3C
Consent Calendar

**Secured Fire Protection Agreement:
Public Storage 16700 Red Hill Avenue, Irvine**

Contact(s) for Further Information

Brian Young, Assistant Chief Organizational Planning Department	brianyoung@ocfa.org	714.573.6014
Michele Hernandez, Management Analyst	michelehernandez@ocfa.org	714.573.6199

Summary

This item is submitted to authorize the Fire Chief to execute a Secured Fire Protection Agreement (SFPA) with PS Southern California One, related to the Public Storage development at 16700 Red Hill Ave, in the City of Irvine. The agreement defines the "fair share" contribution needed to adequately serve the intended development and current community adjacent to the project area.

Committee Action

No committee action required or requested.

Recommended Action(s)

1. Approve and authorize the Fire Chief or his designee to execute a Secured Fire Protection Agreement with PS Southern California One, for the Public Storage development at 16700 Red Hill Avenue, in the City of Irvine.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange, and furnish the developer a copy of the conformed document within fifteen days of recordation.

Impact to Cities/County

This agreement has no negative impacts to any of our member cities or the County.

Fiscal Impact

Revenue received from this agreement will be assigned to the Capital Improvement Program in Fund 123. Revenue produced by full entitlements on the project is estimated to be \$81,000.

Background

PS Southern California One is developing the Public Storage development in the City of Irvine on Parcel Map 2007-200, with an address of 16700 Red Hill Avenue. There is an increase in 135 equivalent dwelling units in the project area. The Secured Fire Protection Agreement (SFPA) is a required condition for project approval as per the Irvine Business Community adopted EIR, and is in the standard form and at the standard per unit cost required for new development. Payments will be made to OCFA after the agreement is signed and recorded and prior to the first building permit. Revenues generated from the Agreement are not restricted; staff contemplates using the fees for improvements to build Fire Station 52 or rebuild Fire Station 28. The fees are

\$600 per dwelling unit and are intended to cover a pro rata share of costs associated with providing fire protection infrastructure to the new development. Estimated revenues for this project are \$81,000.

The proposed agreement should provide OCFA and the developers with the ability to make long-range plans and decisions with respect to both infrastructure costs and operational costs associated with the development. The agreement provides OCFA with the necessary assurances needed to complete work/review on enhancement to the regional emergency fire services delivery system.

Attachment(s)

SFPA Public Storage

SECURED FIRE PROTECTION AGREEMENT

By and between the

ORANGE COUNTY FIRE AUTHORITY,
A CALIFORNIA JOINT POWERS AUTHORITY

And

PS SOUTHERN CALIFORNIA ONE,
A DELAWARE CORPORATION

Effective Date: 6/18/15

Project Name: PUBLIC STORAGE 16700 RED HILL AVENUE, IRVINE, CA

**ORANGE COUNTY FIRE AUTHORITY
SECURED FIRE PROTECTION AGREEMENT**

WITH

PS SOUTHERN CALIFORNIA ONE

This Secured Fire Protection Agreement ("Agreement") is made between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA") and PS Southern California One, Inc., a Delaware corporation ("Company"), and is effective as of June 18, 2015.

RECITALS

A. OCFA is a governmental entity, organized as a California Joint Powers Authority, providing fire protection and life safety services to over one million residents within the County of Orange ("County"), including the City of Irvine ("City") and all of the real property described in this Agreement.

B. This Agreement covers real property owned by Company located within the County of Orange and the City of Irvine as of the date of this Agreement, all as described on Exhibit A attached hereto. The extent of Company development for which fire protection services will be provided by Authority shall cover all of the property subject to Parcel Map No. 2007-200.

C. Company's development of the Project Area is subject to the general development requirements and conditions (collectively, the "City Conditions") related to the provision for emergency response, fire protection services, equipment and facilities imposed by the City. The City Conditions generally include requirements for Company to enter into agreements with OCFA to ensure that Company will provide for and contribute its *pro rata* fair share costs of emergency response, fire protection services, equipment and facilities for the benefit of residents residing within the Project Area.

D. OCFA and Company believe that this Agreement contains adequate safeguards to ensure OCFA's ability to enforce the obligations of this Agreement and protect the public interest.

AGREEMENT

Based upon the foregoing Recitals and in consideration of the covenants and conditions contained in this Agreement, the parties agree to timely perform each of their respective obligations as set forth herein.

SECTION 1. DEFINITIONS

Unless the context otherwise requires, wherever in this Agreement the following terms are used, the intent and meaning shall be interpreted as provided herein.

"Agreement" means this Secured Fire Protection Agreement, including the attached Exhibits between OCFA and the Company.

"OCFA" means the Orange County Fire Authority, a governmental entity and California joint powers authority.

"City" means the City of Irvine, a member of OCFA.

"Company" means PS Southern California One, Inc., a Delaware corporation

"City Conditions" means the general development requirements and conditions related to the provision of emergency response, fire protection services, equipment and facilities imposed by the City as conditions of approval on development projects proposed or undertaken in the City by Company.

"Effective Date" means the date this Agreement is approved by the OCFA Board of Directors.

"Fee" means the most current fee, as approved by OCFA or its successors or predecessors in interest, or as may be adopted by OCFA or its successors from time to time, for the funding in whole or in part of emergency response, fire protection services, equipment and facilities within the jurisdiction of OCFA.

"Project Area" means the property owned by Company within the City as of the date of this Agreement, and as more particularly described in Exhibit A.

"Security Instruments" means surety bonds, letters of credit or any other form of security or method, acceptable to OCFA, of assuring construction, installation, or provision of emergency response, fire protection services, equipment and facilities.

SECTION 2. COMPANY OBLIGATIONS

Company is in the process of developing the property in the Project Area and constructing improvements thereon that will result in regional impacts that will require emergency response, fire protection services, equipment and facilities by OCFA. In recognition and consideration of these impacts, OCFA and Company mutually agree as follows:

A. Acknowledgment of Obligations and Satisfaction of OCFA Requirements

Company acknowledges that pursuant to the City Conditions, Company is required (i) to provide a *pro rata* share of funding necessary to establish adequate emergency response, fire protection services, equipment and facilities, and (ii) contribute towards overall regional emergency response, fire protection services, equipment and facilities as provided herein in this Agreement. OCFA acknowledges that Company's performance of the obligations set forth in this Agreement constitute satisfaction of the obligations of Company for this Project. The *pro rata* share does not include standard processing fees for plan checking, permits and similar services or requirements of OCFA.

B. Pro Rata Share

1. Company agrees to pay in full its *pro rata* share as provided below:

(a) A cash contribution in an amount determined by multiplying the applicable fee in effect at the time payment is due by the number of proposed residential dwelling units and, in the case of commercial development, the square footage equivalency as determined by the formula in subparagraph (b) below (all as shown on the attached Exhibit B), within ten (10) days of issuance of the first residential or commercial building permit ("Due Date") for any portion of the property owned by Company within the Project Area as of the Effective Date. The parties agree that the applicable fee on the Effective Date is \$600/unit. The parties further agree that the Company's total funding obligation on the effective date of this Agreement is \$81,000 (all as shown on Exhibit B).

(b) Such amounts of residential dwelling units and square footage of commercial development may be adjusted according to an equivalency formula as follows: 1) commercial development square footage may be divided by 1,000 and then multiplied by 0.9 (nine/tenths or 9/10) to reach the equivalent dwelling units; 2) residential dwelling units may be divided by 0.9 (nine/tenths or 9/10) and then multiplied by 1,000 to reach the equivalent commercial square footage.

2. Nothing in this Agreement shall be construed to prohibit Company from paying all, or a portion, of the amount(s) set forth above in advance of the Due Date. Such prepayment will be calculated by multiplying \$600 or the applicable fee in effect at the time of payment by the number of units for which the Company wishes to prepay. Company will not be responsible for any subsequent fee increase that may be adopted by OCFA between the date of payment and the issuance of a building permit for the units covered by the paid fee.

3. In the event that the actual number of dwelling units, or equivalent dwelling units, built is less than 135 EDUs, OCFA will make such adjustments as may be appropriate, including the payment of any refund for any amounts overpaid. At build-out, documentation satisfactory to OCFA shall be

furnished to OCFA which verifies the actual number of dwelling units, or equivalent dwelling units, constructed and that no further units, or equivalent units, shall be built on the property in the Project Area owned by Company on the Effective Date. Such documentation shall serve as the basis for making any necessary adjustments by multiplying the applicable fee in effect at the time of the last payment to OCFA by the actual number of units, or equivalent units, that were not built (calculated by subtracting the total number of units, or equivalent units, built from 135 EDUs, the total number of units, or equivalent units, allowed). OCFA shall refund the Company for any amounts overpaid within thirty (30) days of the earlier of (i) written notification to OCFA that the Company will build less than the 135 EDUs proposed residential dwelling units; and (ii) the date the OCFA receives the above-referenced documentation which shall serve as the basis for making any necessary adjustments by multiplying the applicable fee in effect at the time of the last payment to OCFA by the actual number of units, or equivalent units, that were not built.

SECTION 3. SECURITIES

A. Security to Guarantee Payment

Within sixty (60) days after execution of this Agreement, Company shall furnish OCFA with a Faithful Performance Bond or Letter of Credit or any other security instrument acceptable to the Fire Chief and OCFA Counsel, securing Company's then remaining obligation to pay OCFA the *pro rata* share amount set forth in Section 2, subject to the following requirements:

1. Form of Security Instruments. All Security Instruments shall meet the following minimum requirements and otherwise shall be in a form acceptable to OCFA:

(a) Any insurance company acting as surety shall have a minimum rating of A, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey 08858; any bank issuing a Letter of Credit shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's; each entity acting as a surety shall be licensed to do business in California.

(b) Payments under the security instrument shall be required to be made in the County of Orange, State of California.

(c) The security instrument shall reference Company's obligations under this Agreement, shall be irrevocable, and shall include, as an additional obligation secured, the responsibility to compensate OCFA for all of OCFA's reasonable attorneys' fees and litigation expenses reasonably incurred in enforcing its rights under the security instrument.

2. Release of Security Instruments. OCFA shall release or partially release the Faithful Performance Bond or Letter of Credit, *pro rata*, upon Company's written request as and when OCFA receives payment and after acceptance of Company's final payment obligation pursuant to Section 2.

SECTION 4. DEFAULT AND ATTORNEYS' FEES

A. Remedies Not Exclusive

In any case where this Agreement provides a specific remedy to OCFA for breach or default by Company hereunder, such remedy shall be in addition to, and not exclusive of, OCFA's right to pursue any other administrative, legal or equitable remedy to which it may be entitled.

B. Attorneys' Fees and Costs

In the event of any litigation arising out of this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief, which may be granted, shall be entitled to recover its reasonable attorneys' fees and costs. Such attorneys' fees and costs shall include fees and costs on any appeal, and all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to such litigation or arbitration. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

SECTION 5. GENERAL PROVISIONS

A. Successors and Assigns

This Agreement shall be binding upon all successors and assigns of Company's right, title, and interest in and to the Project Area and any portions thereof.

B. Density and Intensity of Development

The provisions of this Agreement shall be deemed to be in substantial compliance with all City Conditions for this Project. In the event the density or intensity of development for this Project is proposed to be increased, OCFA and Company shall meet and confer and determine whether there should be any modification to this Agreement to provide for additional services, equipment or facilities necessary to serve the Project Area as a result of the approval of any such increase. In the event the parties cannot agree, OCFA shall have the right to protest or contest in any administrative or judicial forum as OCFA deems appropriate any approval of any such increase.

C. Waiver of Rights and Claims

Company agrees and acknowledges that there is an essential nexus between its *pro rata* share and a legitimate governmental interest and that its *pro*

rata share is roughly proportional to and reasonably and rationally related to the impacts that will be caused by development of the Project Area.

In consideration of the mutual promises and covenants set forth in this Agreement, Company, its successors and assigns, hereby waives and releases any present or future rights or claims Company, or its successors or assigns may have or possess under Government Code section 66000 et. seq. (as amended) with respect to OCFA's establishment, receipt and use of the fees required to be paid to OCFA under this Agreement so long as OCFA, or its successors in interest, continues to provide fire protection and related services to the Project Area as contemplated by this Agreement.

D. Good Faith Negotiations

Company acknowledges and agrees that OCFA is prepared to conduct a fee study that might result in an increased *pro rata* share to Company. Company desires to avoid the delay and uncertain results of such a study and enters this Agreement in good faith and in consideration for OCFA deferring such a study to a later date.

E. Severability

In the event any portion of this Agreement shall finally be determined by a court of competent jurisdiction to be unlawful, such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable laws then in effect.

F. Notices

All written notices pursuant to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be delivered in person or sent certified or registered mail, postage prepaid and addressed as follows:

To: Orange County Fire Authority
Attn: Fire Chief
1 Fire Authority Road
Irvine, CA 92602

To: Public Storage
701 Western Ave.
Glendale, CA 91202
Attention: Sharon Linder, Esq.

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

WITH COPY TO:
None

All notices provided for herein shall be deemed effective upon receipt if personally served or seventy-two (72) hours after being sent by certified or registered mail, postage prepaid.

G. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements between them pertaining to the subject matter hereof.

H. Recordation of Agreement

This Agreement and any amendment shall be recorded in the Official Records of the County of Orange by OCFA with a conformed copy being furnished to Company by OCFA within fifteen (15) days of recordation.

I. Time of the Essence

OCFA and Company agree that time is of the essence with respect to each provision of this Agreement of which time is an element.

J. Exhibits to Agreement

This Agreement includes the following Exhibits, which are attached hereto and made a part hereof:

- Exhibit A - Description of the Project Area
- Exhibit B - Fire Service Impact Fees

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///

K. Authorized Signatories

Company and its signatories herein covenant and represent that each individual executing this Agreement is a person duly authorized to execute this Agreement for Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

ORANGE COUNTY FIRE AUTHORITY
a California Joint Powers Authority

Date: _____

By: _____
Jeff Bowman, Fire Chief
Orange County Fire Authority

ATTEST:

By: _____
Sherry Wentz
Clerk of the Orange County
Fire Authority

Date: _____

APPROVED AS TO FORM:

DAVID E. KENDIG
GENERAL COUNSEL

By: 

Date: 6/25/15

**PS SOUTHERN CALIFORNIA ONE,
INC.,** a Delaware corporation

Date: 6/18/15

By: 

Name: SHARON LINDER

Title: VICE PRES.

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

} s.s.

On June 18, 2015 before me, Meredith A. Allen, Notary Public
Name of Notary Public, Title

personally appeared Sharon Linder
Name of Signer (1)

Name of Signer (2)

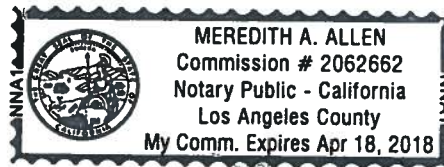
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Secured Fire Protection Agreement by and between Orange County Fire Authority and PS Southern California One containing 11 pages, and dated June 18, 2015.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s) VP and Senior Real Estate Counsel
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: PS Southern California One
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # 101 Entry # 5

Notary contact: (818) 244-8080 x1439

Other

- Additional Signer Signer(s) Thumbprints(s)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT AREA

That certain real property located in the City of Irvine, County of Orange, State of California, described as follows:

PARCEL 1 OF PARCEL MAP NO. 2007-200, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 380, PAGES 29 TO 33 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND THE BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE EXPLORE AND OPERATE ON OR THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AS RESERVED IN THE DEED BY IRVINE INDUSTRIAL COMPLEX, A CORPORATION, RECORDED JUNE 7, 1968 AS INSTRUMENT NO. 3842 IN BOOK 8624, PAGE 288 OF OFFICIAL RECORDS.

EXHIBIT B
FIRE SERVICE IMPACT FEES

Dwelling Units	Rate	Obligation
331,271 sf proposed – 180,937 sf existing = 150,334 sf added		
150,334 sf x .9 / 1000 = 135 EDUs		
135 EDU	\$600	\$ 81,000
 		<hr/>
Total Units – 135	\$600	\$ 81,000



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 23, 2015

Agenda Item No. 4A
Public Hearing

Community Risk Reduction Fee Study and Adoption of Associated Fee Schedules

Contact(s) for Further Information

Lori Zeller, Assistant Chief Business Services Department	lorizeller@ocfa.org	714.573.6020
Lori Smith, Assistant Chief, Fire Marshal Community Risk Reduction Department	lorismith@ocfa.org	714-573-6016
Jim Ruane, Finance Manager	jimruane@ocfa.org	714.573.6304

Summary

This agenda item is submitted for approval of the proposed Community Risk Reduction and Miscellaneous Fees.

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

At its special July 15, 2015, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Action(s)

1. Conduct a Public Hearing.
2. Find that, in accordance with California Government Code Section 66014, the proposed fees do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are, therefore, exempt from compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21080.
3. Approve and adopt the Resolution and Exemption Policy approving changes in Community Risk Reduction and Miscellaneous fees and effective date.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The proposed fee schedule (including the exemptions policy) is estimated to result in an approximate \$175,753 increase in Fiscal Year 2015/16 cost recovery from the current projection of \$6.3 million, depending upon volume of activity.

Background

See extended background.

Attachment(s)

1. Resolution Approving Changes in Community Risk Reduction and Miscellaneous Fees
 - a. Proposed Exemptions and Exceptions Policy
 - b. Proposed Fee Schedule (with comparisons)
 - c. Miscellaneous Fee Schedule
2. Revenue & Cost Specialists' Opinion Letter
3. Proposed Fee Schedule – Final version (for publication without comparisons)
4. Detailed analysis schedules from the 2015 Fee Study (On file at the Office of the Clerk of the Authority)

Background

Fee-related Community Risk Reduction (CRR) activities, which are generally completed by the OCFA staff in the Planning and Development Services Section (P&D), the Prevention Field Services (formerly Safety and Environmental Services Section) or PFS, and the Operations Department, include the following:

- Plan reviews and inspections for initial construction or improvement of facilities
- Issuance of operating and special event permits as required by the Fire Code

The OCFA's Community Risk Reduction fees were first adopted by the County effective July 1, 1991, and were subsequently updated in 1997, 2002, 2007, 2012, and 2014. As a result of direction from the OCFA Board of Directors in 1996 to pursue action to establish new cost recovery methods, staff conducted a more comprehensive study in 2002 and the Board subsequently adopted a policy of full cost recovery, with certain exceptions, for fee funded Community Risk Reduction services. The last comprehensive fee study occurred in 2014 and the changes were implemented on September 29, 2014.

2015 Community Risk Reduction Fee Study

In February 2015, OCFA issued a Request for Proposals (RFP) to solicit proposals from qualified consulting firms to provide fee study consulting services. Proposals were received from three consulting firms and Revenue & Cost Specialists (RCS) was selected as our fee consultant to oversee the process for the 2015 fee study.

OCFA staff worked with RCS to conduct the fee study and identify the costs associated with the services provided. Attachment 2 is a letter from RSC summarizing the significant activities performed by RCS, confirming that the methodology utilized for the fee study was reasonable, and confirming that the proposed fees do not exceed the cost of providing services.

Summary of Results

Staff anticipates that the proposed changes in fees will increase cost recovery by approximately **\$175,753** annually. The estimated changes are summarized in the table below:

<u>Cost Recovery by Section</u>	<u>FY 2015/16 Proposed, Based on Fee Study</u>	<u>FY 2015/16 Adopted Revenue</u>	<u>\$ Increase (Decrease)</u>	<u>% Increase (Decrease)</u>
Planning & Development	\$4,384,737	\$4,036,602	\$348,135	8.62%
Prevention Field Services	<u>\$2,081,220</u>	<u>\$2,253,602</u>	<u>(\$172,382)</u>	<u>(7.64%)</u>
Total CRR Cost Recovery	<u>\$6,465,957</u>	<u>\$6,290,204</u>	<u>\$175,753</u>	<u>2.79%</u>

Planning and Development Cost Recovery Levels

	<u>Costs</u>	<u>% of Total Costs</u>
Fee Funded Activities	\$4,502,906	93.39%
Less Exemptions	(\$118,169)	(2.45%)
<i>Total Net Fee Funded Activities</i>	<u>\$4,384,737</u>	90.94%
<i>Non Fee Funded Activities</i>		
1. Two Dedicated Community Risk Reduction Positions These positions were included as part of the Service Level Agreement with the City of Irvine to enhance service levels in response to high volume of activity.	<u>\$318,549</u>	<u>6.61%</u>
Total Costs	<u>\$4,821,455</u>	<u>100.00%</u>

Prevention Field Services Cost Recovery Levels

	<u>Costs</u>	<u>% of Total Costs</u>
Fee Funded Activities	\$2,272,406	49.23%
Exemptions	(\$191,166)	(4.14%)
<i>Total Net Fee Funded Activities</i>	<u>\$2,081,220</u>	45.09%
<i>Non Fee Funded Activities</i>		
1. Malfunctioning Alarms This program is to improve community safety by requiring business and property owners to maintain their fire alarm systems and repair systems that are not functioning properly. The annual efforts include monitoring multiple false alarm incidents at any given location and working with the owner to render systems functional.	\$103,001	2.23%
2. Customer Inquiries This activity includes responding to Fire and Building Code inquiries in residential and commercial occupancies, and responding to questions concerning California Fire and Building Code requirements for businesses.	\$730,558	15.83%
3. Station Liaison The Liaison Program is designed to enhance communication and provide an environment for open and collaborative relationships between CRR and Operations by providing Operations with area-wide training and support.	\$164,800	3.57%
4. Property Public Records Act Request This program is a State mandate that requires facilitating public records requests as they pertain to property.	\$31,855	0.69%
5. Operations' Referrals This activity provides annual inspection assistance to Operations, including assisting with complex inspections and/or accepting referrals due to the complex nature of the inspection and resulting compliance.	\$288,403	6.25%
6. Collaborations/Partner with cities building industry This activity is focused on our relationships with the communities we serve. The efforts include collaborative inspections, task force assistance, project meetings, development meetings and program development.	\$370,802	8.03%

7. Hoarding Task Force This activity focuses on reported hoarding situations throughout the communities that we serve. The efforts are focused on working with the Orange County Hoarding Task Force, providing inspections to identify dangerous fire and life safety hazards to the tenant or property as they pertain to hoarding conditions. These cases are generally referred through our City's code enforcement or through Operations emergency calls.	\$13,735	0.30%
8. Non-Permitted Inspections This activity is the same as permitted inspection activity, except that no operational permit is required by code. These are generally selected inspections throughout our communities that have been identified as having potential for high risk fire and life safety loss.	<u>\$639,985</u>	<u>13.87%</u>
<i>Subtotal of Non-Fee Funded Activities</i>	<u>\$2,343,139</u>	<u>50.77%</u>
Total Costs	<u>\$4,615,545</u>	<u>100.00%</u>

Planning & Development Services Fees

172 P&D fees are included in the fee schedule (Attachment 1B), with highlights as follows:

1. Number of fee increases – 76 with an average increase amount of \$84 or 15%
2. Number of fee decreases – 67 with an average decrease amount of \$247 or 28%
3. Number of fees exempt or hourly charges – 22
4. Number of exempt fees converted to flat fees - 3
5. Number of new fees – 4
6. Number of fees deleted – 5

Prevention Field Services Fees

133 PFS fees related to permit issuance are included in the fee schedule, (Attachment 1B) with highlights as follows:

1. Number of fee increases – 8 with an average increase amount of \$84 or 7%
2. Number of fee decreases – 8 with an average decrease amount of \$29 or 8%
3. Number of fees unchanged - 95
4. Number of hourly rate fees – 26

Miscellaneous Fees

The Miscellaneous Fees Schedule (Attachment 1C) reflects the current allowable cost consistent with the Government Code. These fees are charged when staff responds to a Public Records Request that requires specialized information or reports and/or copies of existing documents.

Why did the fees change?

The changes to the various fees are attributable to the following:

Overall:

Indirect Cost Rate Proposal (ICRP)/Overhead Rate

The OCFA indirect cost rate or overhead rate was calculated based on Federal OMB guidelines used for grants and Assist-by-Hire claims with modifications. The updated ICRP rate is 13.89% which is a 2.01% increase from the 2014 Fee Study rate of 11.88%. The increase is primarily due to higher administrative costs to support the operations.

Programs:

Planning and Development Services

OCFA has seen continued growth in the building industry and the demands for Planning and Development activities are a direct reflection of the rising market. The Planning and Development workload volume increased from approximately 9,600 to 12,100. To address the increased workload, OCFA has filled or is in the process of filling some of the previously frozen positions.

Some of the positions were hired at the entry or lower classification and were promoted to the next classification level after completing one year of successful performance. As a result, the personnel costs are higher this year compared to last year.

Prevention Field Services

Our data collection continues to improve with this Fee Study and incorporates the Department's efforts in focusing on high risk facilities and reducing life/property loss. The non-fee funded programs are better defined than in the prior fee study and now include staff time estimates along with administrative and supervisory time allocations.

New Fees

Included in the proposed fee schedule are the following new fees:

1. Small Project CUP Single Family Residence, Commercial Remodel, New Commercial Building without on-site access – Brand new fee designed to reduce the cost of the site review for small projects.
2. Chemical Classification 1-5 Chemicals – New fee for small projects like spray booth. Previous smallest quantities were 1-15 chemicals.
3. Fire alarm system >30 initiating devices and/or >80 notification devices – Current fee structure only allows up to 30 initiating devices. This new fee will accommodate properties requiring over 30 initiating devices.
4. Fire alarm system >30 initiating devices and/or >80 notification devices, INSP ONLY – Same as #3 but used for “Inspection Only”.

Outreach Activities:

Orange County Building Industry Association (OC BIA) and Commercial Real Estate Development Association, known as NAIOP SoCal Chapter, were given preliminary notice of the fee study project prior to March 31, 2015. Staff has provided the fee study preliminary results to both associations. Any OC BIA comments and input received will be shared verbally at the Budget and Finance Committee meeting.

RESOLUTION NO. 2015-XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY SUPERSEDING ALL PREVIOUS RESOLUTIONS AND APPROVING CHANGES IN COMMUNITY RISK REDUCTION (FORMERLY FIRE PREVENTION) AND MISCELLANEOUS FEES

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

WHEREAS, a 2015 study has been recently completed to update the cost of each individual Community Risk Reduction service provided by the Orange County Fire Authority; and

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

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Orange County Fire Authority does hereby adopt the Exemption Policy and approve the fees set forth in Attachment 1A, 1B, and 1C attached hereto, effective no later than September 28, 2015.

BE IT FURTHER RESOLVED that said Community Risk Reduction Fees and Charges Schedules shall be adjusted July 1 of each succeeding year. The fee adjustments will be the same as the percentage adjustments in the Authority salary and employee benefits provided for in the Memoranda of Understanding for the General and Supervisory Units. The adjustments will not exceed the cost of providing these services.

PASSED, APPROVED, AND ADOPTED this 23rd day of July 2015.

ELWYN A. MURRAY, CHAIR
Board of Directors

ATTEST:

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

Orange County Fire Authority
ORANGE COUNTY FIRE AUTHORITY
EXEMPTIONS AND EXCEPTIONS POLICY
COMMUNITY RISK REDUCTION
Effective July 23, 2015

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

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

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

ORANGE COUNTY FIRE AUTHORITY

**PROPOSED FEE SCHEDULE
PLANNING AND DEVELOPMENT SERVICES
Effective Date - no later than September 28, 2015**

Fee Code	Service Name	2014-15 Adopted Fee	2015-16 Proposed Fee (a)	\$ Change	% Change
PR100	California Environmental Quality Act (CEQA), Environmental Impact Report (EIR), Notice of Preparation (NOP), and Advance Planning	\$400	\$417	\$17	4.13%
PR104	Small Project CUP - Single Family Residence, Commercial Remodel, New Commercial Building without on-site access	\$0	\$175	N/A	N/A
PR105	Development Plan/Site Review	\$400	\$417	\$17	4.13%
PR110	Map review (A map) -- tentative tract map/screen check	\$480	\$417	(\$64)	-13.23%
PR115	Final map review (B Map) and/or clearance letter for print of linen	\$340	\$241	(\$99)	-29.08%
PR120	Conceptual fuel modification (inspection not included)	\$868	\$951	\$83	9.61%
PR124	Precise fuel modification (includes vegetation clearance inspection for lumber drop, final, and HOA turnover inspections)	\$1,142	\$990	(\$152)	-13.29%
PR124i	Precise fuel modification – INSP ONLY	\$498	\$384	(\$114)	-22.87%
PR127i	Fuel Modification Maintenance Inspection -Customer requested or complaint initiated for Tract Development	\$774	\$848	\$74	9.61%
PR140	Infrastructure plan – multiple tracts – review of street standards, road lengths, and vehicle entry points, cul-de-sac design, etc. for multi-tract developments - Delete	\$978	\$0	(\$978)	-100.00%
PR145	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates across emergency access drives	\$849	\$707	(\$142)	-16.71%
PR145i	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates - INSP ONLY	\$315	\$229	(\$86)	-27.29%
PR146	Fire protection plan – an alternative to CBC Chapter 7A construction requirements for development in a fire hazard severity zone.	Exempt	\$667	\$667	100.00%
PR150	Fire master plan – public school	Exempt	Exempt	N/A	N/A
PR155	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete.	\$845	\$435	(\$410)	-48.51%
PR155i	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete. INSP	\$265	\$194	(\$71)	-26.94%
PR160	Residential site review for single family dwelling consisting of one or two units	\$650	\$511	(\$139)	-21.36%
PR160i	Residential site review for single family dwelling – INSP ONLY	\$116	\$106	(\$10)	-8.91%
PR170	Methane work plan - Delete	\$240	\$0	(\$240)	-100.00%
PR172	Methane findings & recommendations (Currently included with the Methane work plan)	\$280	\$460	\$180	64.41%
PR174	Methane mitigation plan	\$360	\$386	\$26	7.21%
PR176	Methane final letter (Currently included with the Methane mitigation plan) - Delete	\$220	\$0	(\$220)	-100.00%
PR180	Vehicle or pedestrian gates across emergency access roads	\$446	\$430	(\$16)	-3.48%
PR180i	Vehicle or pedestrian gates across emergency access roads- INSP ONLY	\$166	\$123	(\$42)	-25.61%
PR182	Unenclosed accessory structure/outdoor fire place/fire pit in special fire areas. Inspection not required	Exempt	Exempt	N/A	N/A
PR184	Speed hump review and drive test	\$719	\$979	\$260	36.14%
PR186	Operations pre-planning automation. Fee waived if criteria on handout are satisfied	\$684	\$727	\$44	6.40%
PR192	Addressing Layout Developments - Commercial/Residential	Hourly Rate	Hourly Rate	N/A	N/A
PR200	All A Occupancy > 10,000 square feet aggregate	\$1,697	\$1,914	\$217	12.78%
PR200i	All A Occupancy > 10,000 square feet aggregate INSP ONLY	\$597	\$423	(\$174)	-29.15%
PR204	All A Occupancy ≤ 10,000 square feet aggregate area)	\$1,241	\$1,353	\$112	9.01%
PR204i	All A Occupancy ≤ 10,000 square feet aggregate area) INSP ONLY	\$481	\$475	(\$5)	-1.06%
PR208	All A ≤ 1500 square feet	\$1,084	\$1,001	(\$83)	-7.63%
PR208i	All A ≤ 1500 sq. ft. INSP ONLY	\$464	\$387	(\$77)	-16.50%
PR212	Educational other than day care	\$918	\$1,212	\$294	31.97%
PR212i	Educational other than day care - INSP ONLY	\$298	\$423	\$124	41.70%
PR216	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) aggregate	\$729	\$790	\$62	8.47%
PR216i	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) INSP ONLY	\$249	\$264	\$16	6.27%
PR220	E Day Care or I-4, E3 Daycare (see PR212 for any combination of E occupancies sharing common egress)	\$1,202	\$1,089	(\$113)	-9.42%
PR220i	E Day Care or I-4 - INSP ONLY	\$282	\$299	\$18	6.27%
PR224	B,F,M,S occupancies when required by Building Official)	\$1,030	\$1,247	\$217	21.07%
PR224i	B,F,M,S occupancies - INSP ONLY	\$381	\$458	\$77	20.14%
PR228	F: >10,000 sq. ft. (also used for B,M,S occupancies when required by Permit Screening Form or Building Official) - Delete	\$1,593	\$0	(\$1,593)	-100.00%
PR228i	F: >10,000 sq. ft. - INSP ONLY - Delete	\$597	\$0	(\$597)	-100.00%
PR232	H1, H2, H3, H4 or L Occupancy - Chemical classification fee (PR320-PR328) also required	\$1,953	\$1,909	(\$44)	-2.25%
PR232i	H1, H2, H3, H4, or L Occupancy Chemical classification fee (PR320-PR328) INSP ONLY	\$613	\$440	(\$173)	-28.19%
PR236	S1 - Motor Vehicle Repair Garages (Chem class fee included for above ground hazardous materials)	\$1,147	\$1,028	(\$119)	-10.40%
PR236i	S1 - Motor Vehicle Repair Garages INSP ONLY	\$547	\$370	(\$177)	-32.37%
PR240	S1 -Aircraft Repair Hanger (Chem class fee, (PR320-PR328) also required)	\$1,448	Hourly Rate	N/A	N/A
PR240i	S1 -Aircraft Repair Hanger INSP ONLY	\$348	Hourly Rate	N/A	N/A
PR244	H5 Occupancy (Chem class fee (PR320-PR328), also required)	Hourly Rate	Hourly Rate	N/A	N/A
PR244i	H5 Occupancy INSP ONLY	Hourly Rate	Hourly Rate	N/A	N/A
PR248	Structures with non-ambulatory or incapacitated occupants (I-1, I-2, I-2.1, R-2.1 occupancies)	Hourly Rate	Hourly Rate	N/A	N/A
PR248i	Structures with non-ambulatory or incapacitated occupants. (I-1, I-2, I-2.1, R-2.1 occupancies) INSP ONLY	Hourly Rate	Hourly Rate	N/A	N/A
PR256	I3: Structures with restrained occupants, 3 cells or less	\$579	\$628	\$49	8.46%

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour

ORANGE COUNTY FIRE AUTHORITY

**PROPOSED FEE SCHEDULE
PLANNING AND DEVELOPMENT SERVICES
Effective Date - no later than September 28, 2015**

Fee Code	Service Name	2014-15 Adopted Fee	2015-16 Proposed Fee (a)	\$ Change	% Change
PR256i	I3: Structures with restrained occupants, 3 cells or less - INSP ONLY	\$199	\$211	\$12	6.27%
PR260	I3: Structures with restrained occupants, more than 3 cells	\$2,603	\$2,831	\$228	8.76%
PR260i	I3: Structures with restrained occupants, more than 3 cells INSP ONLY	\$663	\$704	\$42	6.27%
PR264	R1 or R2 Hotels, motels, apartments, condominiums with ≤ 50 dwelling units per building	\$725	\$485	(\$240)	-33.13%
PR268	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building.	\$1,657	\$921	(\$736)	-44.43%
PR272	R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building.	Hourly Rate	Hourly Rate	N/A	N/A
PR276	R4 licensed residential care/ assisted living facilities and similar uses serving 7-19 clients. Facilities serving 6 or less clients, submit only to S&ES.	\$1,198	Hourly Rate	N/A	N/A
PR276i	R4 licensed residential care/ assisted living facilities and similar uses serving 7-19 clients. INSP ONLY	\$398	\$423	\$25	6.27%
PR280	R4 licensed residential care/ assisted living facilities and similar uses serving ≥ 20 clients.	\$2,056	Hourly Rate	N/A	N/A
PR280i	R4 licensed residential care/ assisted living facilities and similar uses serving ≥ 20 clients. INSP ONLY	\$696	\$740	\$44	6.27%
PR285	Hi-Rise: Structures that are 55 ft or higher measured from lowest point of fire department access	\$5,661	\$3,304	(\$2,357)	-41.64%
PR285i	High-rise: Structures that are 55' or higher in height - INSP ONLY	\$1,740	\$1,849	\$109	6.27%
PR300	Above-ground storage tank, including equipment (see PR625 for temporary above-ground storage tanks)	\$908	\$980	\$72	7.96%
PR300i	Above-ground storage tank, including equipment -INSP ONLY	\$447	\$475	\$28	6.27%
PR305	Dispensing from underground storage tank: New installation (Single fee for all tanks at a single location) (Aboveground safety/components only)	\$718	\$777	\$59	8.22%
PR305i	Dispensing from underground storage tank: New Installation, INSP ONLY (Aboveground safety/components only)	\$298	\$317	\$19	6.27%
PR310	Dispensing from Underground storage tank: Repair, alteration, abandonment (Aboveground safety/components only)	\$469	\$465	(\$3)	-0.67%
PR315	Hazardous Material Process/Storage for Non - H Occupancies. Use with PR320-PR328. Also for outdoor LPG exchange stations; separate chemical classification review not required.	\$884	\$699	(\$185)	-20.97%
PR315i	Hazardous Material Process/Storage for Non - H Occupancies - INSP ONLY	\$464	\$370	(\$94)	-20.29%
PR318	Chemical Classification 1-5 Chemicals	\$0	\$197	N/A	N/A
PR320	Chemical Classification Review. 6-15 chemicals	\$657	\$460	(\$197)	-29.94%
PR322	Chemical Classification Review 16-50 chemicals	\$1,019	\$592	(\$427)	-41.92%
PR324	Chemical Classification Review. 51-100 chemicals	\$1,188	\$724	(\$464)	-39.07%
PR326	Chemical Classification Review. > 100 chemicals	\$1,577	\$1,164	(\$413)	-26.18%
PR328	Chemical Classification Review. Unusual chemicals/quantities	Hourly Rate	Hourly Rate	N/A	N/A
PR330	High-piled storage: code/commodity compliance	\$1,244	\$1,296	\$53	4.22%
PR330i	High-piled storage - INSP ONLY	\$563	\$616	\$53	9.40%
PR335	Commercial cooking hood and duct system (per system)	\$419	\$435	\$16	3.82%
PR335i	Commercial cooking hood and duct system (per system) - INSP ONLY	\$182	\$194	\$11	6.27%
PR340	Refrigeration unit and system: having a refrigerant circuit containing more than 220 pounds of Group A1 or 30 pounds of any other refrigerant	\$1,142	\$1,095	(\$46)	-4.04%
PR340i	Refrigeration unit and system - INSP ONLY	\$566	\$605	\$39	6.98%
PR345	Spray booth, spraying area: mechanically ventilated appliance provided to enclose or accommodate a spraying operation (Spraying room see H2)	\$1,018	\$752	(\$266)	-26.16%
PR345i	Spray booth, spraying area - INSP ONLY	\$398	\$423	\$25	6.27%
PR350	Gas systems: medical gas, industrial gas (including piping and manifolds)	\$1,180	\$1,252	\$72	6.11%
PR350i	Gas systems: medical gas, industrial gas - INSP ONLY	\$580	\$616	\$36	6.27%
PR355	Dry Cleaning (cleaning solution) - Quantity must exceeds 330 or 660 gals)	\$718	\$777	\$59	8.22%
PR360	Special equipment: industrial ovens, vapor recovery, dust collection	\$637	\$611	(\$26)	-4.09%
PR360i	Special equipment: industrial ovens, vapor recovery, dust collection - INSP ONLY	\$547	\$282	(\$265)	-48.47%
PR362	Photovoltaic System - Residential	\$249	\$204	(\$45)	-18.18%
PR362i	Photovoltaic System - Residential INSP ONLY	\$99	\$106	\$6	6.27%
PR363	Photovoltaic System - Commercial (Requested by Building Official)	Exempt	\$463	\$463	100.00%
PR363i	Photovoltaic System - Commercial (Requested by Building Official) - INSP ONLY	Exempt	\$211	\$211	100.00%
PR365	Special extinguishing system: dry chemical, CO2, FM 200, foam liquid systems, inert gas (Halon, Inergen etc.)	\$426	\$483	\$57	13.46%
PR365i	Special extinguishing system - INSP ONLY	\$166	\$176	\$10	6.27%
PR375	Battery Systems, stationary storage and cell sites (chemical quantities require application of CFC Art 64)	\$858	\$716	(\$142)	-16.53%
PR375i	Battery systems INSP ONLY	\$398	\$299	(\$98)	-24.72%
PR380	Smoke control systems; review of rational analysis	\$1,187	\$1,564	\$377	31.79%
PR382	Smoke control systems: design/testing - inc. 1 submittal meeting w/customer	\$4,686	\$3,397	(\$1,289)	-27.51%
PR382i	Smoke control systems: design/testing INSP ONLY	\$1,690	\$1,479	(\$211)	-12.48%
PR400	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot)	\$638	\$655	\$17	2.65%
PR400i	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot) - INSP ONLY	\$239	\$335	\$96	40.08%
PR401	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot)	\$569	\$624	\$55	9.73%
PR401i	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot) - INSP ONLY	\$272	\$317	\$45	16.54%
PR402	T1 to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations	\$382	\$400	\$18	4.63%
PR402i	T1 to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	\$222	\$247	\$24	10.91%
PR405	NFPA 13D fire sprinkler system: One or two family dwelling - within new tract developments	\$472	\$439	(\$33)	-6.95%

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE PLANNING AND DEVELOPMENT SERVICES Effective Date - no later than September 28, 2015

Fee Code	Service Name	2014-15 Adopted Fee	2015-16 Proposed Fee (a)	\$ Change	% Change
PR405i	NFPA 13D fire sprinkler system: One or two family dwelling - INSP ONLY	\$272	\$176	(\$96)	-35.26%
PR406	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) (FOR INTERNAL TRACKING PURPOSE)	\$0	\$0	\$0	0.00%
PR406i	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) – INSP ONLY (FOR TRACKING PURPOSE)	\$0	\$0	\$0	0.00%
PR410	NFPA 13R fire sprinkler system: Multi-family dwellings 3 to 16 units per building	\$941	\$1,010	\$69	7.34%
PR410i	NFPA 13R fire sprinkler system 3 to 16 units INSP ONLY	\$388	\$440	\$52	13.47%
PR415	NFPA 13R fire sprinkler system >16 units	\$1,054	\$1,121	\$67	6.38%
PR415i	NFPA 13R fire sprinkler system >16 units INSP ONLY	\$554	\$704	\$151	27.22%
PR420	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser	\$832	\$668	(\$164)	-19.69%
PR420i	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser – INSP ONLY	\$338	\$317	(\$21)	-6.30%
PR425	New NFPA 13 fire sprinkler system:>100 fire sprinkler heads w/1 riser	\$1,011	\$1,037	\$26	2.57%
PR425i	New NFPA 13 fire sprinkler system: each additional riser OR per floor in buildings >3 stories. - INSP	\$421	\$282	(\$139)	-33.09%
PR430	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations	\$329	\$387	\$58	17.48%
PR430i	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	\$189	\$211	\$22	11.72%
PR435	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations	\$578	\$620	\$41	7.14%
PR435i	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations - INSP ONLY	\$322	\$335	\$13	4.00%
PR440	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review	\$841	\$874	\$33	3.95%
PR440i	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review - INSP	\$388	\$458	\$70	18.01%
PR445	Pre-action fire sprinkler system: Includes the fire alarm system when submitted together	\$801	\$638	(\$164)	-20.42%
PR445i	Pre-action fire sprinkler system: INSP ONLY	\$421	\$440	\$19	4.54%
PR450	New or TI to NFPA 13 in-rack fire sprinkler systems	\$932	\$1,120	\$188	20.23%
PR450i	New or TI to NFPA 13 in-rack fire sprinkler systems - INSP ONLY	\$322	\$440	\$119	36.85%
PR455	NFPA 13 small hose stations	\$446	\$439	(\$7)	-1.47%
PR455i	NFPA 13 small hose stations – INSP ONLY	\$206	\$176	(\$30)	-14.40%
PR460	NFPA 14 Class I, II or III standpipes (includes all standpipes within a single building)	\$1,030	\$830	(\$200)	-19.42%
PR460i	NFPA 14 standpipes INSP ONLY	\$537	\$370	(\$167)	-31.15%
PR465	Fire pump installation	\$1,008	\$1,208	\$200	19.79%
PR465i	Fire pump installation - INSP ONLY	\$348	\$440	\$92	26.52%
PR470	Underground fire protection system: single hydrant OR single riser connection	\$746	\$466	(\$280)	-37.54%
PR470i	Underground fire protection system: single hydrant or riser. INSP ONLY	\$447	\$247	(\$201)	-44.90%
PR475	Underground fire protection for each additional connections for hydrants or risers - use with PR470	\$757	\$189	(\$568)	-75.03%
PR475i	Underground fire protection system: use with PR475 - INSP ONLY	\$481	\$123	(\$357)	-74.35%
PR480	Underground repair	\$491	\$492	\$1	0.19%
PR480i	Underground repair – INSP ONLY	\$331	\$317	(\$14)	-4.35%
PR500	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification devices	\$342	\$334	(\$8)	-2.46%
PR500i	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification devices – INSP ONLY	\$166	\$158	(\$7)	-4.35%
PR510	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices	\$590	\$599	\$9	1.59%
PR510i	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices, INSP ONLY	\$215	\$229	\$14	6.27%
PR520	Fire alarm system: 16-30 initiating and/or 41-80 notification devices	\$1,047	\$879	(\$168)	-16.01%
PR520i	Fire alarm system: 16-30 initiating and/or 41-80 notification devices, INSP ONLY	\$365	\$458	\$93	25.60%
PR530	Fire alarm system. >30 initiating devices and/or >80 notification devices	\$0	\$1,213	N/A	N/A
PR530i	Fire alarm system. >30 initiating devices and/or >80 notification devices, INSP ONLY	\$0	\$669	N/A	N/A
PR610	Field review/inspection – Underground repair	\$404	\$397	(\$8)	-1.90%
PR615	Field Plan Review / Inspection Private CNG refueling appliance within a single family residence. (no storage tanks)	Exempt	Exempt	N/A	N/A
PR625	Field Review/ Inspection -Temporary above-ground storage tanks, including equipment	\$239	\$256	\$17	7.18%
PR630	Field review/inspection TI to NFPA 13, 13R sprinkler systems: ≤ 25 heads without calculations	\$305	\$291	(\$14)	-4.57%
PR635	Field review/inspection TI to NFPA 13, 13R sprinkler systems: 26-99 heads without calculations	\$338	\$361	\$23	6.91%
PR900	Coordination/Pre-submittal Meetings: (Initial 2 hours)	\$504	\$553	\$49	9.71%
PR905	Written response to inquiry	\$534	\$454	(\$80)	-15.04%
PR910	Alternate Method and Material Request	\$747	\$383	(\$364)	-48.78%
PR920	Plan resubmittal: fee charged on 3rd and each subsequent submittal	Hourly Rate	Hourly Rate	N/A	N/A
PR922	Plan revision	Hourly Rate	Hourly Rate	N/A	N/A
PR924	Re-stamp of plans with wet stamp when submitted with approved plans	Hourly Rate	Hourly Rate	N/A	N/A
PR926	Accelerated plan review (fee is in addition to base fee assessed for plan review)	Hourly Rate	50% of Hourly Rate	N/A	N/A
PR928	Plan Review time and materials fee: Charged for miscellaneous applications such as unusual time intensive projects, research, travel time, etc.	Hourly Rate	Hourly Rate	N/A	N/A
PR938i	13D Reinspection 1-10	\$146	\$156	\$10	6.88%
PR939i	13D Reinspection 11+	\$195	\$208	\$13	6.72%
PR940i	Inspection time and materials fee: Charged for miscellaneous applications such as Time Intensive projects, research, travel time, etc.	Hourly Rate	Hourly Rate	N/A	N/A
PR942i	Re-inspection fee: Charged when project is not completed or cannot be approved during regular inspection	\$195	\$208	\$13	6.72%
PR943	Penalty for Failure to Cancel Scheduled Inspection	50% of inspection fee	50% of inspection fee	N/A	N/A

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour

ORANGE COUNTY FIRE AUTHORITY**PROPOSED FEE SCHEDULE
PLANNING AND DEVELOPMENT SERVICES**
Effective Date - no later than September 28, 2015

Fee Code	Service Name	2014-15 Adopted Fee	2015-16 Proposed Fee (a)	\$ Change	% Change
PR944i	Accelerated Inspection Request (fee is in addition to base fee assessed for inspection)	50% of Hourly Rate	50% of Hourly Rate	N/A	N/A

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE

PREVENTION FIELD SERVICES

Effective Date - no later than September 28, 2015

Fee Code	Service Name	2014-15 Adopted Fee	2015-16 Proposed Fee (a) (b)	\$ Change	% Change
AA1	Aerosol – Issuance	\$225	\$225	\$0	0.00%
AA1R	Aerosol - Reissuance	\$138	\$138	\$0	0.00%
AA2	Aircraft Refueling – Issuance	\$451	\$454	\$3	0.79%
AA2R	Aircraft Refueling – Reissuance	\$295	\$295	\$0	0.00%
AA3	Aviation Facility – Issuance	Hourly Rate	Hourly Rate	N/A	N/A
AA3R	Aviation Facility – Reissuance	Hourly Rate	Hourly Rate	N/A	N/A
AA5	Waste Handling – Issuance	Hourly Rate	Hourly Rate	N/A	N/A
AA5R	Waste Handling – Reissuance	Hourly Rate	Hourly Rate	N/A	N/A
AA6	Amusement Building – Issuance	Hourly Rate	Hourly Rate	N/A	N/A
AA6R	Amusement Building – Reissuance	Hourly Rate	Hourly Rate	N/A	N/A
AC1	Candles/Open flame – Issuance	\$156	\$156	\$0	0.00%
AC1R	Candles/Open flame – Reissuance	\$138	\$138	\$0	0.00%
AC2	Carnival or Fair – Issuance	Hourly Rate	Hourly Rate	N/A	N/A
AC6	Combustible Material Storage – Issuance	Hourly Rate	Hourly Rate	N/A	N/A
AC6R	Combustible Material Storage – Reissuance	Hourly Rate	Hourly Rate	N/A	N/A
AC71	Compressed Gas – Corrosive Issuance	\$243	\$243	\$0	0.00%
AC71R	Compressed Gas – Corrosive Reissuance	\$156	\$156	\$0	0.00%
AC710	Compressed Gas-Toxic - Issuance	\$243	\$243	\$0	0.00%
AC710R	Compressed Gas-Toxic - Reissuance	\$156	\$156	\$0	0.00%
AC72	Compressed Gas – Flammable Gas Issuance	\$243	\$243	\$0	0.00%
AC72R	Compressed Gas – Flammable Gas Reissuance	\$156	\$156	\$0	0.00%
AC73	Compressed Gas-Highly Toxic - Issuance	\$243	\$243	\$0	0.00%
AC73R	Compressed Gas-Highly Toxic - Reissuance	\$156	\$156	\$0	0.00%
AC74	Compressed Gas – Inert Gas Issuance	\$190	\$190	\$0	0.00%
AC74R	Compressed Gas – Inert Gas Reissuance	\$138	\$138	\$0	0.00%
AC76	Compressed Gas-Oxidizer - Issuance	\$243	\$243	\$0	0.00%
AC76R	Compressed Gas-Oxidizer - Reissuance	\$156	\$156	\$0	0.00%
AC77	Compressed Gas – Pyrophoric - Issuance	\$225	\$225	\$0	0.00%
AC77R	Compressed Gas – Pyrophoric - Reissuance	\$156	\$156	\$0	0.00%
AC91	Cryogenics – Physical or Health Hazard - Issuance	\$156	\$156	\$0	0.00%
AC91R	Cryogenics – Physical or Health Hazard - Reissuance	\$138	\$138	\$0	0.00%
AC92	Cryogen – Flammable Issuance	\$225	\$225	\$0	0.00%
AC92R	Cryogen – Flammable Reissuance	\$156	\$156	\$0	0.00%
AC94	Cryogen – Inert Issuance	\$156	\$156	\$0	0.00%
AC94R	Cryogen – Inert Reissuance	\$138	\$138	\$0	0.00%
AC95	Cryogen – Oxidizer Issuance	\$173	\$173	\$0	0.00%
AC95R	Cryogen – Oxidizer Reissuance	\$138	\$138	\$0	0.00%
AD11	Dry Cleaning Plants - Package Issuance	\$156	\$156	\$0	0.00%
AD11R	Dry Cleaning Plants – Package Reissuance	\$138	\$138	\$0	0.00%
AD2	Dust Producing Operations - Issuance	\$243	\$243	\$0	0.00%
AD2R	Dust Producing Operations - Reissuance	\$173	\$173	\$0	0.00%
AE1	Explosives/Blasting Agents/Fireworks/Rocketry – Issuance	Hourly Rate	Hourly Rate	N/A	N/A
AE2	Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Issuance	\$243	\$243	\$0	0.00%
AE2R	Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Reissuance	\$173	\$173	\$0	0.00%
AF1	Firework Stands	\$183	\$142	(\$41)	-36.28%
AF2	Outdoor Fireworks Display, such as July 4th displays	\$1,304	\$1,937	\$633	51.30%
AF21	Outdoor Fireworks Display, such as home coming & barge display	\$536	\$543	\$7	1.50%
AF22	Pyrotechnics/Special Effects Materials	\$921	\$865	(\$56)	-6.58%
AF31	Flammable Combustible Liquids – Issuance to use or operate a pipeline	Hourly Rate	Hourly Rate	N/A	N/A

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour

(b) Include M150 Admin Drive Time Fee

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE

PREVENTION FIELD SERVICES

Effective Date - no later than September 28, 2015

Fee Code	Service Name	2014-15 Adopted Fee	2015-16 Proposed Fee (a) (b)	\$ Change	% Change
AF31R	Flammable Combustible Liquids - Reissuance	Hourly Rate	Hourly Rate	N/A	N/A
AF32	Flammable Liquids – Issuance Class I liquids (5 gallons inside/10 gallons outside)	\$243	\$243	\$0	0.00%
AF32R	Flammable Combustible Liquids – Reissuance	\$156	\$156	\$0	0.00%
AF33	Combustible Liquids – Issuance. To store, use or handle Class II or IIIA liquids in excess of 25 gallons inside or 60 gallons outside.	\$243	\$243	\$0	0.00%
AF33R	Combustible Liquids – Reissuance	\$156	\$156	\$0	0.00%
AF35	Flammable Combustible Liquids – Issuance. To operate tank vehicles, equipment, tanks, plants, terminals, wells, etc.	\$243	\$243	\$0	0.00%
AF35R	Flammable Combustible Liquids – Reissuance	\$156	\$156	\$0	0.00%
AF36	Flammable Combustible Liquids – Issuance. Tank removal or installation (AST/UST)	\$243	\$243	\$0	0.00%
AF361	Flammable Combustible Liquids – Each additional tank (AST/UST)	\$173	\$173	\$0	0.00%
AF4	Fruit Ripening – Issuance	Hourly Rate	Hourly Rate	N/A	N/A
AF4R	Fruit Ripening – Reissuance	Hourly Rate	Hourly Rate	N/A	N/A
AH11	Hazardous Materials – Oxidizing Issuance	\$243	\$243	\$0	0.00%
AH110	Hazardous Materials – Water Reactive Issuance	\$156	\$156	\$0	0.00%
AH110R	Hazardous Materials – Water Reactive Reissuance	\$156	\$156	\$0	0.00%
AH11R	Hazardous Materials – Oxidizing Reissuance	\$156	\$156	\$0	0.00%
AH12	Hazardous Materials – Corrosive Issuance	\$243	\$243	\$0	0.00%
AH12R	Hazardous Materials – Corrosive Reissuance	\$156	\$156	\$0	0.00%
AH13	Hazardous Materials – Flammable Solids Issuance	\$243	\$243	\$0	0.00%
AH13R	Hazardous Materials – Flammable Solids Reissuance	\$156	\$156	\$0	0.00%
AH14	Hazardous Materials – Highly Toxic Issuance	\$236	\$236	\$0	0.00%
AH14R	Hazardous Materials – Highly Toxic Reissuance	\$149	\$149	\$0	0.00%
AH15	Hazardous Materials – Organic Peroxide Issuance	\$236	\$236	\$0	0.00%
AH15R	Hazardous Materials – Organic Peroxide Reissuance	\$149	\$149	\$0	0.00%
AH16	Hazardous Materials – Pyrophoric Issuance	\$236	\$236	\$0	0.00%
AH16R	Hazardous Materials – Pyrophoric Reissuance	\$149	\$149	\$0	0.00%
AH18	Hazardous Materials – Toxic Issuance	\$243	\$243	\$0	0.00%
AH18R	Hazardous Materials – Toxic Reissuance	\$156	\$156	\$0	0.00%
AH19	Hazardous Materials – Unstable Reactive Issuance	\$243	\$243	\$0	0.00%
AH19R	Hazardous Materials – Unstable Reactive Reissuance	\$156	\$156	\$0	0.00%
AH3	High Piled Combustible - Issuance	\$416	\$419	\$3	0.87%
AH3R	High Piled Combustible Reissuance	\$243	\$243	\$0	0.00%
AL1	Liquefied Petroleum Gas – Issuance	\$149	\$149	\$0	0.00%
AL1R	Liquefied Petroleum Gas - Reissuance	\$138	\$138	\$0	0.00%
AL2	Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings – Issuance/Reissuance	Hourly Rate	Hourly Rate	N/A	N/A
AL3	Lumber Yards and Woodworking Plants – Issuance	\$347	\$347	\$0	0.00%
AL3R	Lumber Yards and Woodworking Plants - Reissuance	\$243	\$243	\$0	0.00%
AM1	Magnesium Working – Issuance/Reissuance	Hourly Rate	Hourly Rate	N/A	N/A
AM3	Motor Vehicle Fuel Dispensing – Issuance	\$156	\$156	\$0	0.00%
AM31	Motor Vehicle Fuel Dispensing – Package Issuance	\$138	\$138	\$0	0.00%
AM31R	Motor Vehicle Fuel Dispensing – Package Reissuance	\$138	\$138	\$0	0.00%
AM3R	Motor Vehicle Fuel Dispensing - Reissuance	\$138	\$138	\$0	0.00%
AO1	Open Burning – Issuance	Hourly Rate	Hourly Rate	N/A	N/A
AO3	Industrial Ovens – Issuance	\$156	\$156	\$0	0.00%
AO3R	Industrial Ovens - Reissuance	\$138	\$138	\$0	0.00%
AP21 to AP22	Assembly, <300 occupants - Issuance	\$600	\$585	(\$15)	-2.83%

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour

(b) Include M150 Admin Drive Time Fee

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE PREVENTION FIELD SERVICES

Effective Date - no later than September 28, 2015

Fee Code	Service Name	2014-15 Adopted Fee	2015-16 Proposed Fee (a) (b)	\$ Change	% Change
AP21R to AP22R	Assembly, <300 occupants - Reissuance	\$429	\$418	(\$11)	-3.06%
AP23 to AP25	Assembly, >300 occupants - Issuance	\$925	\$900	(\$25)	-2.92%
AP23R to AP25R	Assembly, >300 occupants - Reissuance	\$514	\$501	(\$13)	-2.93%
AR2	Refrigeration Equipment – Issuance	\$347	\$347	\$0	0.00%
AR2R	Refrigeration Equipment – Reissuance	\$190	\$190	\$0	0.00%
AR3	Repair and Service Garage – Issuance	\$295	\$295	\$0	0.00%
AR31	Repair and Service Garage < 5000 sq ft – Package Issuance	\$277	\$277	\$0	0.00%
AR31R	Repair and Service Garage < 5000 sq ft – Package Reissuance	\$225	\$225	\$0	0.00%
AR3R	Repair and Service Garage – Reissuance	\$225	\$225	\$0	0.00%
AS1	Spraying or Dipping Operation – Issuance	\$399	\$399	\$0	0.00%
AS1R	Spraying or Dipping Operation - Reissuance	\$138	\$138	\$0	0.00%
AT1	Tent/Membrane Structure – Issuance	Hourly Rate	Hourly Rate	N/A	N/A
AT1.1	Canopy Structure – Issuance	Hourly Rate	Hourly Rate	N/A	N/A
AT2	Storage of Scrap Tires and Tire Byproducts – Issuance	Hourly Rate	Hourly Rate	N/A	N/A
AT2R	Storage of Scrap Tires and Tire Byproducts – Reissuance	Hourly Rate	Hourly Rate	N/A	N/A
AW1	Hot Work - Issuance.	\$190	\$190	\$0	0.00%
AW11	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Issuance	\$190	\$190	\$0	0.00%
AW11R	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Reissuance	\$138	\$138	\$0	0.00%
AW1R	Hot Work - Reissuance.	\$138	\$138	\$0	0.00%
J200	Reinspection – Flat rate for any inspection after the 1st (Applies to all CRR fees)	Hourly Rate	Hourly Rate	N/A	N/A
J201	Penalty \$250 – Failure to comply with 1st orders, tags or notices (Applies to all CRR fees)	\$250	\$250	\$0	0.00%
J202	Penalty \$500 – Failure to comply with 2nd orders, tags or notices (Applies to all CRR fees)	\$500	\$500	\$0	0.00%
J203	Penalty \$1000 – Failure to comply with 3rd or more orders, tags or notices (Applies to all CRR fees)	\$1,000	\$1,000	\$0	0.00%
M100	Correctional or Detentional Facility – Large (i.e. full scale jails, prisons, and places of detention)	\$592	\$595	\$3	0.57%
M101	Correctional or Detentional Facility – Small (i.e. holding cells)	\$279	\$279	\$0	0.00%
M102	High Rise Facility > 55 Feet	\$1,133	\$1,147	\$14	1.32%
M121	Care Facility for more than 6 ambulatory & non-ambulatory clients	\$358	\$362	\$4	1.39%
M123	Hospitals, Nursing homes, Mental hospitals, Detoxification and Surgery Centers	\$957	\$897	(\$60)	-6.76%
M124	Commercial Care Facility (i.e. Child, Drug & Alcohol, Juvenile, & etc.)	\$227	\$216	(\$11)	-7.01%
M125	Pre-Inspection Residential Care Facility (i.e. Single Family Residences)	\$240	\$243	\$3	1.25%
M130	Miscellaneous Special Events – Events that may impact emergency operations equipment or access and may only require an over the counter submittal	\$48	\$48	\$0	0.00%

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour
 (b) Include M150 Admin Drive Time Fee

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE

PREVENTION FIELD SERVICES

Effective Date - no later than September 28, 2015

Fee Code	Service Name	2014-15 Adopted Fee	2015-16 Proposed Fee (a) (b)	\$ Change	% Change
M131	Minor Special Events – Events that may impact emergency operations equipment or access and have attendance or participation by less than 1500 persons.	\$174	\$174	\$0	0.00%
M132	Major Special Events – Events that impact emergency operations equipment or access or have attendance or participation by 1500 or more persons.	\$331	\$331	\$0	0.00%
M133	Special Event Expedite Fee for <10 days submittal	50%	50%	\$0	0.00%
M140	Fire Watch - Requested	Hourly Rate	Hourly Rate	N/A	N/A
M141	Standby – Engine Company – Board approved cost recovery rate	Hourly Rate	Hourly Rate	N/A	N/A
M150	Administrative Drive Time	\$70	\$70	\$0	0.00%
M151	Alternate Means & Methods	Hourly Rate	Hourly Rate	N/A	N/A
M152	All other time to be charged as Time and Materials	Hourly Rate	Hourly Rate	N/A	N/A
False Alarm					
0	False Alarm - 2nd within 6 months (Penalty fees are not included with the annual S&EB increase)	\$100	\$100	\$0	0.00%
0	Failure to comply with orders, tags or notices - 3rd false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$250	\$250	\$0	0.00%
0	Failure to comply with orders, tags or notices - 4th false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$500	\$500	\$0	0.00%
0	Failure to comply with orders, tags or notices - 5th and subsequent false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$1,000	\$1,000	\$0	0.00%

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour
 (b) Include M150 Admin Drive Time Fee

ORANGE COUNTY FIRE AUTHORITY
Schedule of Public Record Request Fees and Charges

SERVICES	AMOUNT
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DUPLICATION FEES*Duplication General:*

Copy Rate.....	\$0.10 per page
CD/DVD Disks.....	\$4.00 per disk
Microfilm Copies	\$0.15 per page
Photographs.....	actual cost

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

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

Report s/Maps:

After Action Reports	actual cost/posted reports available on-line at no charge
Annual Financial Report	actual cost/current fiscal year available on-line at no charge
Budget	actual cost/current fiscal year available on-line at no charge
Property Related Records (Community Right to Know Reports).....	\$2.50 per address
Fire Incident/Fire Investigation/Paramedic Reports	\$7.50 per address/incident
Reports prepared by Consultants	actual cost
Geographic Information System (GIS)/Battalion/Division Maps.....	actual cost@

Specialized Reports/Maps:

Creation of special computer-generated reports/Maps	Actual cost per hour based on OCFA Cost Reimbursement Rates, minimum one hour@ \$52.00 per hour
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Requiring research of records, analysis, compilation	Actual cost per hour for the first hour, thereafter billed in ¼ hour increments + \$0.10 per page@
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911 Audio Recording\$25 per incident

Subscriptions(Via US Mail):

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

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

MISCELLANEOUS SERVICES FEES

Certification \$2.00 per document
Delivery Service.....actual cost
Email Server Searchactual cost@ \$69.00 per hour/ 2 hour minimum
Fax Transmissions **\$0.10 per page**/paid prior to transmission in-lieu of duplication fee
Notary Fees (per CA Government Code § 8211 and 8223).....\$10.00 per signature or current rate
Postagecurrent US Postage Rates
Record Retrieval – Offsite Storage..... \$20 per box (actual cost)

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

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

WAIVER OF FEES

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

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

LATE FEES

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

- Ambulance
- Fire Prevention
- Special Activities
- And any other OCFA miscellaneous billings



Serving Local Governments Since 1975

June 29, 2015

Mr. Jim Ruane, Finance Manager/Auditor
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Jim,

Per our contract with the Orange County Fire Authority to review the Authority's fee costing process and the resulting proposed fees, I have completed the following steps:

- Reviewed the costing methodology and model.
- Reviewed the overhead calculations.
- Reviewed the time detail and resulting costs for every proposed fee service. This step in the process included meeting or talking with various staff members who were involved in the process. For those services that I had specific questions, we identified the steps involved so that I could better understand what was included in the time allocations.
- Reviewed a sample of proposed fees which have significant increases or decreases for reasonableness.

During the above review process, staff discussed how the time allocations were calculated. For Planning & Development, it involved a look backward at historical data, but also took into account the feedback from the people actually doing the work to come up with these time allocations. Even though this has resulted in more volatility this year, I feel comfortable that the resulting time allocations, cost details, and fee recommendations are reasonable reflections of what is involved in providing these services to the Authority's customers and do not exceed the costs reasonably borne as defined in Article XIIB of the State Constitution. This is because the extra year of review has allowed for an extra year of data in the time-keeping system and more comfort with that resulting data.

For Prevention Field Services, some services had decreases in the fees that reflect lower sectional administrative costs. There were also changes in the split of the workload between Prevention Field Service staff and Operations staff. For many permits, this resulted in Prevention Field Service staff performing the initial permit, with Operations staff performing more of the renewal permits.

Internet: www.revenuecost.com

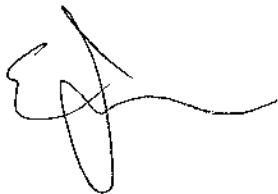
Voice 714.992.9020

1519 E. Chapman Avenue • Suite C • Fullerton, CA 92831

Fax 714.992.9021

I would like to thank staff for their help in this review.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Eric Johnson', with a long horizontal flourish extending to the right.

Eric Johnson
Vice President

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE PLANNING AND DEVELOPMENT SERVICES

Effective Date - no later than September 28, 2015

Fee Code	Service Name	2015-16 Proposed Fee (a)
PR100	California Environmental Quality Act (CEQA), Environmental Impact Report (EIR), Notice of Preparation (NOP), and Advance Planning	\$417
PR104	Small Project CUP - Single Family Residence, Commercial Remodel, New Commercial Building without on-site access	\$175
PR105	Development Plan/Site Review	\$417
PR110	Map review (A map) -- tentative tract map/screen check	\$417
PR115	Final map review (B Map) and/or clearance letter for print of linen	\$241
PR120	Conceptual fuel modification (inspection not included)	\$951
PR124	Precise fuel modification (includes vegetation clearance inspection for lumber drop, final, and HOA turnover inspections)	\$990
PR124i	Precise fuel modification – INSP ONLY	\$384
PR127i	Fuel Modification Maintenance Inspection -Customer requested or complaint initiated for Tract Development	\$848
PR140	Infrastructure plan – multiple tracts – review of street standards, road lengths, and vehicle entry points, cul-de-sac design, etc. for multi-tract developments - Delete	\$0
PR145	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates across emergency access drives	\$707
PR145i	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates - INSP ONLY	\$229
PR146	Fire protection plan – an alternative to CBC Chapter 7A construction requirements for development in a fire hazard severity zone.	\$667
PR150	Fire master plan – public school	Exempt
PR155	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete.	\$435
PR155i	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete. INSP	\$194
PR160	Residential site review for single family dwelling consisting of one or two units	\$511
PR160i	Residential site review for single family dwelling – INSP ONLY	\$106
PR170	Methane work plan - Delete	\$0
PR172	Methane findings & recommendations (Currently included with the Methane work plan)	\$460
PR174	Methane mitigation plan	\$386
PR176	Methane final letter (Currently included with the Methane mitigation plan) - Delete	\$0
PR180	Vehicle or pedestrian gates across emergency access roads	\$430
PR180i	Vehicle or pedestrian gates across emergency access roads- INSP ONLY	\$123
PR182	Unenclosed accessory structure/outdoor fire place/fire pit in special fire areas. Inspection not required	Exempt
PR184	Speed hump review and drive test	\$979
PR186	Operations pre-planning automation. Fee waived if criteria on handout are satisfied	\$727
PR192	Addressing Layout Developments - Commercial/Residential	Hourly Rate
PR200	All A Occupancy > 10,000 square feet aggregate	\$1,914
PR200i	All A Occupancy > 10,000 square feet aggregate INSP ONLY	\$423
PR204	All A Occupancy ≤ 10,000 square feet aggregate area)	\$1,353
PR204i	All A Occupancy ≤ 10,000 square feet aggregate area) INSP ONLY	\$475
PR208	All A ≤ 1500 square feet	\$1,001
PR208i	All A ≤ 1500 sq. ft. INSP ONLY	\$387
PR212	Educational other than day care	\$1,212
PR212i	Educational other than day care - INSP ONLY	\$423
PR216	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) aggregate	\$790
PR216i	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) INSP ONLY	\$264
PR220	E Day Care or I-4, E3 Daycare (see PR212 for any combination of E occupancies sharing common egress)	\$1,089
PR220i	E Day Care or I-4 - INSP ONLY	\$299

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE PLANNING AND DEVELOPMENT SERVICES

Effective Date - no later than September 28, 2015

Fee Code	Service Name	2015-16 Proposed Fee (a)
PR224	B,F,M,S occupancies when required by Building Official)	\$1,247
PR224i	B,F,M,S occupancies - INSP ONLY	\$458
PR228	F: >10,000 sq. ft. (also used for B,M,S occupancies when required by Permit Screening Form or Building Official) - Delete	\$0
PR228i	F: >10,000 sq. ft. - INSP ONLY - Delete	\$0
PR232	H1, H2, H3, H4 or L Occupancy - Chemical classification fee (PR320-PR328) also required	\$1,909
PR232i	H1, H2, H3, H4, or L Occupancy Chemical classification fee (PR320-PR328) INSP ONLY	\$440
PR236	S1 - Motor Vehicle Repair Garages (Chem class fee included for above ground hazardous materials)	\$1,028
PR236i	S1 - Motor Vehicle Repair Garages INSP ONLY	\$370
PR240	S1 -Aircraft Repair Hanger (Chem class fee, (PR320-PR328) also required)	Hourly Rate
PR240i	S1 -Aircraft Repair Hanger INSP ONLY	Hourly Rate
PR244	H5 Occupancy (Chem class fee (PR320-PR328), also required)	Hourly Rate
PR244i	H5 Occupancy INSP ONLY	Hourly Rate
PR248	Structures with non-ambulatory or incapacitated occupants (I-1, I-2, I-2.1, R-2.1 occupancies)	Hourly Rate
PR248i	Structures with non-ambulatory or incapacitated occupants. (I-1, I-2, I-2.1, R-2.1 occupancies) INSP ONLY	Hourly Rate
PR256	I3: Structures with restrained occupants, 3 cells or less	\$628
PR256i	I3: Structures with restrained occupants, 3 cells or less - INSP ONLY	\$211
PR260	I3: Structures with restrained occupants, more than 3 cells	\$2,831
PR260i	I3: Structures with restrained occupants, more than 3 cells INSP ONLY	\$704
PR264	R1 or R2 Hotels, motels, apartments, condominiums with ≤ 50 dwelling units per building	\$485
PR268	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building.	\$921
PR272	R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building.	Hourly Rate
PR276	R4 licensed residential care/ assisted living facilities and similar uses serving 7-19 clients. Facilities serving 6 or less clients, submit only to S&ES.	Hourly Rate
PR276i	R4 licensed residential care/ assisted living facilities and similar uses serving 7-19 clients. INSP ONLY	\$423
PR280	R4 licensed residential care/ assisted living facilities and similar uses serving ≥ 20 clients.	Hourly Rate
PR280i	R4 licensed residential care/ assisted living facilities and similar uses serving ≥ 20 clients. INSP ONLY	\$740
PR285	Hi-Rise: Structures that are 55 ft or higher measured from lowest point of fire department access	\$3,304
PR285i	High-rise: Structures that are 55' or higher in height - INSP ONLY	\$1,849
PR300	Above-ground storage tank, including equipment (see PR625 for temporary above-ground storage tanks)	\$980
PR300i	Above-ground storage tank, including equipment -INSP ONLY	\$475
PR305	Dispensing from underground storage tank: New installation (Single fee for all tanks at a single location) (Aboveground safety/components only)	\$777
PR305i	Dispensing from underground storage tank: New Installation, INSP ONLY (Aboveground safety/components only)	\$317
PR310	Dispensing from Underground storage tank: Repair, alteration, abandonment (Aboveground safety/components only)	\$465
PR315	Hazardous Material Process/Storage for Non - H Occupancies. Use with PR320-PR328. Also for outdoor LPG exchange stations; separate chemical classification review not required.	\$699
PR315i	Hazardous Material Process/Storage for Non - H Occupancies – INSP ONLY	\$370
PR318	Chemical Classification 1-5 Chemicals	\$197
PR320	Chemical Classification Review. 6-15 chemicals	\$460
PR322	Chemical Classification Review 16-50 chemicals	\$592
PR324	Chemical Classification Review. 51-100 chemicals	\$724
PR326	Chemical Classification Review. > 100 chemicals	\$1,164
PR328	Chemical Classification Review. Unusual chemicals/quantities	Hourly Rate
PR330	High-piled storage: code/commodity compliance	\$1,296
PR330i	High-piled storage - INSP ONLY	\$616

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ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE PLANNING AND DEVELOPMENT SERVICES

Effective Date - no later than September 28, 2015

Fee Code	Service Name	2015-16 Proposed Fee (a)
PR335	Commercial cooking hood and duct system (per system)	\$435
PR335i	Commercial cooking hood and duct system (per system) - INSP ONLY	\$194
PR340	Refrigeration unit and system: having a refrigerant circuit containing more than 220 pounds of Group A1 or 30 pounds of any other refrigerant	\$1,095
PR340i	Refrigeration unit and system – INSP ONLY	\$605
PR345	Spray booth, spraying area: mechanically ventilated appliance provided to enclose or accommodate a spraying operation (Spraying room see H2)	\$752
PR345i	Spray booth, spraying area - INSP ONLY	\$423
PR350	Gas systems: medical gas, industrial gas (including piping and manifolds)	\$1,252
PR350i	Gas systems: medical gas, industrial gas – INSP ONLY	\$616
PR355	Dry Cleaning (cleaning solution) - Quantity must exceeds 330 or 660 gals)	\$777
PR360	Special equipment: industrial ovens, vapor recovery, dust collection	\$611
PR360i	Special equipment: industrial ovens, vapor recovery, dust collection - INSP ONLY	\$282
PR362	Photovoltaic System - Residential	\$204
PR362i	Photovoltaic System - Residential INSP ONLY	\$106
PR363	Photovoltaic System - Commercial (Requested by Building Official)	\$463
PR363i	Photovoltaic System - Commercial (Requested by Building Official) - INSP ONLY	\$211
PR365	Special extinguishing system: dry chemical, CO2, FM 200, foam liquid systems, inert gas (Halon, Inergen, etc.)	\$483
PR365i	Special extinguishing system – INSP ONLY	\$176
PR375	Battery Systems, stationary storage and cell sites (chemical quantities require application of CFC Art 64	\$716
PR375i	Battery systems INSP ONLY	\$299
PR380	Smoke control systems; review of rational analysis	\$1,564
PR382	Smoke control systems: design/testing – inc. 1 submittal meeting w/customer	\$3,397
PR382i	Smoke control systems: design/testing INSP ONLY	\$1,479
PR400	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot)	\$655
PR400i	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot) - INSP ONLY	\$335
PR401	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot)	\$624
PR401i	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot) - INSP ONLY	\$317
PR402	TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations	\$400
PR402i	TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	\$247
PR405	NFPA 13D fire sprinkler system: One or two family dwelling - within new tract developments	\$439
PR405i	NFPA 13D fire sprinkler system: One or two family dwelling - INSP ONLY	\$176
PR406	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) (FOR INTERNAL TRACKING PURPOSE)	\$0
PR406i	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) – INSP ONLY (FOR	\$0
PR410	NFPA 13R fire sprinkler system: Multi-family dwellings 3 to 16 units per building	\$1,010
PR410i	NFPA 13R fire sprinkler system 3 to 16 units INSP ONLY	\$440
PR415	NFPA 13R fire sprinkler system >16 units	\$1,121
PR415i	NFPA 13R fire sprinkler system >16 units INSP ONLY	\$704
PR420	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser	\$668
PR420i	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser – INSP ONLY	\$317
PR425	New NFPA 13 fire sprinkler system:>100 fire sprinkler heads w/1 riser	\$1,037
PR425i	New NFPA 13 fire sprinkler system: each additional riser OR per floor in buildings >3 stories. - INSP	\$282
PR430	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations	\$387
PR430i	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	\$211
PR435	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations	\$620
PR435i	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations - INSP ONLY	\$335
PR440	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review	\$874
PR440i	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review - INSP	\$458

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE PLANNING AND DEVELOPMENT SERVICES

Effective Date - no later than September 28, 2015

Fee Code	Service Name	2015-16 Proposed Fee (a)
PR445	Pre-action fire sprinkler system: Includes the fire alarm system when submitted together	\$638
PR445i	Pre-action fire sprinkler system: INSP ONLY	\$440
PR450	New or TI to NFPA 13 in-rack fire sprinkler systems	\$1,120
PR450i	New or TI to NFPA 13 in-rack sprinkler fire sprinkler systems - INSP ONLY	\$440
PR455	NFPA 13 small hose stations	\$439
PR455i	NFPA 13 small hose stations – INSP ONLY	\$176
PR460	NFPA 14 Class I, II or III standpipes (includes all standpipes within a single building)	\$830
PR460i	NFPA 14 standpipes INSP ONLY	\$370
PR465	Fire pump installation	\$1,208
PR465i	Fire pump installation - INSP ONLY	\$440
PR470	Underground fire protection system: single hydrant OR single riser connection	\$466
PR470i	Underground fire protection system: single hydrant or riser. INSP ONLY	\$247
PR475	Underground fire protection for each additional connections for hydrants or risers - use with PR470	\$189
PR475i	Underground fire protection system: use with PR475 - INSP ONLY	\$123
PR480	Underground repair	\$492
PR480i	Underground repair – INSP ONLY	\$317
PR500	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification devices	\$334
PR500i	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification devices – INSP ONLY	\$158
PR510	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices	\$599
PR510i	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices, INSP ONLY	\$229
PR520	Fire alarm system: 16-30 initiating and/or 41-80 notification devices	\$879
PR520i	Fire alarm system: 16-30 initiating and/or 41-80 notification devices, INSP ONLY	\$458
PR530	Fire alarm system. >30 initiating devices and/or >80 notification devices	\$1,213
PR530i	Fire alarm system. >30 initiating devices and/or >80 notification devices, INSP ONLY	\$669
PR610	Field review/inspection – Underground repair	\$397
PR615	Field Plan Review / Inspection Private CNG refueling appliance within a single family residence. (no	Exempt
PR625	Field Review/ Inspection -Temporary above-ground storage tanks, including equipment	\$256
PR630	Field review/inspection TI to NFPA 13, 13R sprinkler systems: ≤ 25 heads without calculations	\$291
PR635	Field review/inspection TI to NFPA 13, 13R sprinkler systems: 26-99 heads without calculations	\$361
PR900	Coordination/Pre-submittal Meetings: (Initial 2 hours)	\$553
PR905	Written response to inquiry	\$454
PR910	Alternate Method and Material Request	\$383
PR920	Plan resubmittal: fee charged on 3rd and each subsequent submittal	Hourly Rate
PR922	Plan revision	Hourly Rate
PR924	Re-stamp of plans with wet stamp when submitted with approved plans	Hourly Rate
PR926	Accelerated plan review (fee is in addition to base fee assessed for plan review)	50% of Hourly Rate
PR928	Plan Review time and materials fee: Charged for miscellaneous applications such as unusual time intensive projects, research, travel time, etc.	Hourly Rate
PR938i	13D Reinspection 1-10	\$156
PR939i	13D Reinspection 11+	\$208
PR940i	Inspection time and materials fee: Charged for miscellaneous applications such as Time Intensive projects, research, travel time, etc.	Hourly Rate
PR942i	Re-inspection fee: Charged when project is not completed or cannot be approved during regular inspection	\$208
PR943	Penalty for Failure to Cancel Scheduled Inspection	50% of inspection fee
PR944i	Accelerated Inspection Request (fee is in addition to base fee assessed for inspection)	50% of Hourly Rate

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE

PREVENTION FIELD SERVICES

Effective Date - no later than September 28, 2015

Fee Code	Service Name	2015-16 Proposed Fee (a) (b)
AA1	Aerosol – Issuance	\$225
AA1R	Aerosol - Reissuance	\$138
AA2	Aircraft Refueling – Issuance	\$454
AA2R	Aircraft Refueling – Reissuance	\$295
AA3	Aviation Facility – Issuance	Hourly Rate
AA3R	Aviation Facility – Reissuance	Hourly Rate
AA5	Waste Handling – Issuance	Hourly Rate
AA5R	Waste Handling – Reissuance	Hourly Rate
AA6	Amusement Building – Issuance	Hourly Rate
AA6R	Amusement Building – Reissuance	Hourly Rate
AC1	Candles/Open flame – Issuance	\$156
AC1R	Candles/Open flame – Reissuance	\$138
AC2	Carnival or Fair – Issuance	Hourly Rate
AC6	Combustible Material Storage – Issuance	Hourly Rate
AC6R	Combustible Material Storage – Reissuance	Hourly Rate
AC71	Compressed Gas – Corrosive Issuance	\$243
AC71R	Compressed Gas – Corrosive Reissuance	\$156
AC710	Compressed Gas-Toxic - Issuance	\$243
AC710R	Compressed Gas-Toxic - Reissuance	\$156
AC72	Compressed Gas – Flammable Gas Issuance	\$243
AC72R	Compressed Gas – Flammable Gas Reissuance	\$156
AC73	Compressed Gas-Highly Toxic - Issuance	\$243
AC73R	Compressed Gas-Highly Toxic - Reissuance	\$156
AC74	Compressed Gas – Inert Gas Issuance	\$190
AC74R	Compressed Gas – Inert Gas Reissuance	\$138
AC76	Compressed Gas-Oxidizer - Issuance	\$243
AC76R	Compressed Gas-Oxidizer - Reissuance	\$156
AC77	Compressed Gas – Pyrophoric - Issuance	\$225
AC77R	Compressed Gas – Pyrophoric - Reissuance	\$156
AC91	Cryogenics – Physical or Health Hazard - Issuance	\$156
AC91R	Cryogenics – Physical or Health Hazard - Reissuance	\$138
AC92	Cryogen – Flammable Issuance	\$225
AC92R	Cryogen – Flammable Reissuance	\$156
AC94	Cryogen – Inert Issuance	\$156
AC94R	Cryogen – Inert Reissuance	\$138
AC95	Cryogen – Oxidizer Issuance	\$173
AC95R	Cryogen – Oxidizer Reissuance	\$138
AD11	Dry Cleaning Plants - Package Issuance	\$156
AD11R	Dry Cleaning Plants – Package Reissuance	\$138
AD2	Dust Producing Operations - Issuance	\$243
AD2R	Dust Producing Operations - Reissuance	\$173
AE1	Explosives/Blasting Agents/Fireworks/Rocketry – Issuance	Hourly Rate
AE2	Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Issuance	\$243
AE2R	Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Reissuance	\$173
AF1	Firework Stands	\$142
AF2	Outdoor Fireworks Display, such as July 4th displays	\$1,937

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour

(b) Include M150 Admin Drive Time Fee

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE

PREVENTION FIELD SERVICES

Effective Date - no later than September 28, 2015

Fee Code	Service Name	2015-16 Proposed Fee (a) (b)
AF21	Outdoor Fireworks Display, such as home coming & barge display	\$543
AF22	Pyrotechnics/Special Effects Materials	\$865
AF31	Flammable Combustible Liquids – Issuance to use or operate a pipeline	Hourly Rate
AF31R	Flammable Combustible Liquids - Reissuance	Hourly Rate
AF32	Flammable Liquids – Issuance Class I liquids (5 gallons inside/10 gallons outside)	\$243
AF32R	Flammable Combustible Liquids – Reissuance	\$156
AF33	Combustible Liquids – Issuance. To store, use or handle Class II or IIIA liquids in excess of 25 gallons inside or 60 gallons outside.	\$243
AF33R	Combustible Liquids – Reissuance	\$156
AF35	Flammable Combustible Liquids – Issuance. To operate tank vehicles, equipment, tanks, plants, terminals, wells, etc.	\$243
AF35R	Flammable Combustible Liquids – Reissuance	\$156
AF36	Flammable Combustible Liquids – Issuance. Tank removal or installation (AST/UST)	\$243
AF361	Flammable Combustible Liquids – Each additional tank (AST/UST)	\$173
AF4	Fruit Ripening – Issuance	Hourly Rate
AF4R	Fruit Ripening – Reissuance	Hourly Rate
AH11	Hazardous Materials – Oxidizing Issuance	\$243
AH110	Hazardous Materials – Water Reactive Issuance	\$156
AH110R	Hazardous Materials – Water Reactive Reissuance	\$156
AH11R	Hazardous Materials – Oxidizing Reissuance	\$156
AH12	Hazardous Materials – Corrosive Issuance	\$243
AH12R	Hazardous Materials – Corrosive Reissuance	\$156
AH13	Hazardous Materials – Flammable Solids Issuance	\$243
AH13R	Hazardous Materials – Flammable Solids Reissuance	\$156
AH14	Hazardous Materials – Highly Toxic Issuance	\$236
AH14R	Hazardous Materials – Highly Toxic Reissuance	\$149
AH15	Hazardous Materials – Organic Peroxide Issuance	\$236
AH15R	Hazardous Materials – Organic Peroxide Reissuance	\$149
AH16	Hazardous Materials – Pyrophoric Issuance	\$236
AH16R	Hazardous Materials – Pyrophoric Reissuance	\$149
AH18	Hazardous Materials – Toxic Issuance	\$243
AH18R	Hazardous Materials – Toxic Reissuance	\$156
AH19	Hazardous Materials – Unstable Reactive Issuance	\$243
AH19R	Hazardous Materials – Unstable Reactive Reissuance	\$156
AH3	High Piled Combustible - Issuance	\$419
AH3R	High Piled Combustible Reissuance	\$243
AL1	Liquefied Petroleum Gas – Issuance	\$149
AL1R	Liquefied Petroleum Gas - Reissuance	\$138
AL2	Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings – Issuance/Reissuance	Hourly Rate
AL3	Lumber Yards and Woodworking Plants – Issuance	\$347
AL3R	Lumber Yards and Woodworking Plants - Reissuance	\$243
AM1	Magnesium Working – Issuance/Reissuance	Hourly Rate
AM3	Motor Vehicle Fuel Dispensing – Issuance	\$156
AM31	Motor Vehicle Fuel Dispensing – Package Issuance	\$138
AM31R	Motor Vehicle Fuel Dispensing – Package Reissuance	\$138

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour

(b) Include M150 Admin Drive Time Fee

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE

PREVENTION FIELD SERVICES

Effective Date - no later than September 28, 2015

Fee Code	Service Name	2015-16 Proposed Fee (a) (b)
AM3R	Motor Vehicle Fuel Dispensing - Reissuance	\$138
AO1	Open Burning – Issuance	Hourly Rate
AO3	Industrial Ovens – Issuance	\$156
AO3R	Industrial Ovens - Reissuance	\$138
AP21 to AP22	Assembly, <300 occupants - Issuance	\$585
AP21R to AP22R	Assembly, <300 occupants - Reissuance	\$418
AP23 to AP25	Assembly, >300 occupants - Issuance	\$900
AP23R to AP25R	Assembly, >300 occupants - Reissuance	\$501
AR2	Refrigeration Equipment – Issuance	\$347
AR2R	Refrigeration Equipment – Reissuance	\$190
AR3	Repair and Service Garage – Issuance	\$295
AR31	Repair and Service Garage < 5000 sq ft – Package Issuance	\$277
AR31R	Repair and Service Garage < 5000 sq ft – Package Reissuance	\$225
AR3R	Repair and Service Garage – Reissuance	\$225
AS1	Spraying or Dipping Operation – Issuance	\$399
AS1R	Spraying or Dipping Operation - Reissuance	\$138
AT1	Tent/Membrane Structure – Issuance	Hourly Rate
AT1.1	Canopy Structure – Issuance	Hourly Rate
AT2	Storage of Scrap Tires and Tire Byproducts – Issuance	Hourly Rate
AT2R	Storage of Scrap Tires and Tire Byproducts – Reissuance	Hourly Rate
AW1	Hot Work - Issuance.	\$190
AW11	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Issuance	\$190
AW11R	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Reissuance	\$138
AW1R	Hot Work - Reissuance.	\$138
J200	Reinspection – Flat rate for any inspection after the 1st (Applies to all CRR fees)	Hourly Rate
J201	Penalty \$250 – Failure to comply with 1st orders, tags or notices (Applies to all CRR fees)	\$250
J202	Penalty \$500 – Failure to comply with 2nd orders, tags or notices (Applies to all CRR fees)	\$500
J203	Penalty \$1000 – Failure to comply with 3rd or more orders, tags or notices (Applies to all CRR fees)	\$1,000
M100	Correctional or Detentional Facility – Large (i.e. full scale jails, prisons, and places of detention)	\$595
M101	Correctional or Detentional Facility – Small (i.e. holding cells)	\$279
M102	High Rise Facility > 55 Feet	\$1,147

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour

(b) Include M150 Admin Drive Time Fee

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE

PREVENTION FIELD SERVICES

Effective Date - no later than September 28, 2015

Fee Code	Service Name	2015-16 Proposed Fee (a) (b)
M121	Care Facility for more than 6 ambulatory & non-ambulatory clients	\$362
M123	Hospitals, Nursing homes, Mental hospitals, Detoxification and Surgery Centers	\$897
M124	Commercial Care Facility (i.e. Child, Drug & Alcohol, Juvenile, & etc.)	\$216
M125	Pre-Inspection Residential Care Facility (i.e. Single Family Residences)	\$243
M130	Miscellaneous Special Events – Events that may impact emergency operations equipment or access and may only require an over the counter submittal	\$48
M131	Minor Special Events – Events that may impact emergency operations equipment or access and have attendance or participation by less than 1500 persons.	\$174
M132	Major Special Events – Events that impact emergency operations equipment or access or have attendance or participation by 1500 or more persons.	\$331
M133	Special Event Expedite Fee for <10 days submittal	50%
M140	Fire Watch - Requested	Hourly Rate
M141	Standby – Engine Company – Board approved cost recovery rate	Hourly Rate
M150	Administrative Drive Time	\$70
M151	Alternate Means & Methods	Hourly Rate
M152	All other time to be charged as Time and Materials	Hourly Rate
False Alarm		
0	False Alarm - 2nd within 6 months (Penalty fees are not included with the annual S&EB increase)	\$100
0	Failure to comply with orders, tags or notices - 3rd false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$250
0	Failure to comply with orders, tags or notices - 4th false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$500
0	Failure to comply with orders, tags or notices - 5th and subsequent false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$1,000

(a) 2015-16 Hourly Rate increased by \$8 to \$203 per hour
 (b) Include M150 Admin Drive Time Fee



COMMERCIAL REAL ESTATE
DEVELOPMENT ASSOCIATION
SoCAL CHAPTER

July 22, 2015

Sent via email to Sherry Wentz, Clerk of the Authority
sherrywentz@ocfa.org

Al Murray, Chair
Members of the Board of Directors
Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92602

**RE: Board Agenda Item 4.A
Community Risk Reduction Fee Study and
Adoption of Associated Fee Schedules**

Honorable Chair Murray and Members of the Board:

The Southern California Chapter of NAIOP represents commercial and industrial real estate property owners and developers along with allied industry professionals including architects and construction companies specializing in commercial construction. It is our members, the commercial real estate industry, which pays a significant, of not the largest portion, of the fees paid to OCFA. It is for this reason that we have always carefully reviewed and commented on any changes the fee schedules.

NAIOP SoCal reviews OCFA fees for fairness and reasonableness. We also review OCFA's service for timeliness and accuracy. Our primary concern is not only paying a fair fee, but in also receiving in return timely and accurate responses whether it is on a plan check or inspection. We have discussed this frequently with OCFA staff and believe that they are aware of our needs.

With that said, NAIOP SoCal is supporting this year's proposed fee adjustments.

We would also like to express our appreciation to the Board and the professional staff of the Orange County Fire Authority, specifically Fire Marshal Lori Smith and Deputy Fire Marshal Pete Bonaro for reaching out to NAIOP SoCal with information on the proposed fee adjustments. It is a pleasure working with you.

Sincerely,

Vickie Talley
Director of Legislative Affairs

In connection with Agenda Item 4A
07/23/15 Board Meeting

**NAIOP 2015 OFFICERS AND
BOARD OF DIRECTORS**

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Larry Lukanish, SARES-REGIS Group
Kevin MacKenzie, HFF, L.P.
Patrick Maloney, Circle Industrial
Gregory May, Newmark Grubb Knight Frank
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James McFadden, Cushman & Wakefield
Scott McPherson, U.S. Bank
Jeff Moore, CBRE
Steve Muller, The Muller Company
Susan Orloff, Ryan, LLC
Russ Parker, Parker Properties
Cynthia Pettyjohn, First American Comm. Due Diligence
John Premac, Chicago Title Company
Scott San Filippo, Greenlaw Partners
Joel Stensby, KPRS Construction Services, Inc.
Alison Vukovich, LBA Realty
Stephane M. Wandel, The Boeing Company
David Wensley, Cox, Castle & Nicholson LLP
Gregory J. West, Johnson Capital

NAIOP SoCAL EXECUTIVE STAFF

Cynthia G. Fusco, Executive Director
Vickie Talley, Director of Legislative Affairs



Building Industry Association of Southern California, Inc.
ORANGE COUNTY CHAPTER

July 23, 2015

Chairman Al Murray
Honorable Board Members
Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

Re: Planning and Development Fee Schedule Update

Dear Chair Murray and Honorable Board Members:

On behalf of our membership, **I would like to thank you for the opportunity to comment on the Planning and Development Fee Schedule Update.**

The Building Industry Association of Southern California, Orange County Chapter (BIA/OC) is a non-profit trade association of over 1,000 member companies employing over 100,000 people affiliated with the home building industry. The Orange County Chapter represents the largest member base within BIA Southern California.

Recently, we were made aware of an upcoming budget meeting to update the Orange County Fire Authority's (OCFA) Planning and Development Fee Schedule. We would first like to thank OCFA staff for their vital partnership with our organization. Additionally, we appreciate the effort made by the OCFA to consolidate a number of fees as detailed in the staff report. We understand the services you offer are an important and integral part of the safety and well-being of Orange County residents.

However, after reviewing the documentation provided, we do have concerns related to the increase in the hourly staff rate and overhead costs of the OCFA. The level of increase as indicated in the staff report is alarming. Per our Fair Share Principles, it is primary that the fees do not exceed the direct cost to provide the applicable service.

Specifically, we would encourage the Board to maintain the current hourly rate for services.

- The proposed hourly rate of \$203.00 is one of the highest for any public agency in Orange County (See Attached).

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CHIEF EXECUTIVE OFFICER
MICHAEL BALSAMO

24 Executive Park, Suite 100
Irvine, California 92614
949.553.9500 | biaoc.com

- The overhead component reflects 41% or \$84 of the hourly rate according to OCFA data.
- According to OCFA data, the overhead includes staff memberships and training costs.

Our members are the primary stakeholders related to this issue because we pay these fees. Fee increases directly affect housing affordability in our region. We urge the OCFA to review its overhead cost and find efficiencies to maintain the current rate.

Thank you for your thoughtful consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "M. Balsamo", with a long horizontal flourish extending to the right.

Michael Balsamo
Chief Executive Officer

ORANGE COUNTY FIRE AUTHORITY
FIRE PREVENTION SERVICES - COMBINED
 2015/16

Hourly Rates Calculation

Dept	Fee Code	Fee Description	Position	Hourly							Authority-Wide Indirect Overhead (B)	Total
				Salary	CRR Dept Cost Alloc	Subtotal - Salary	Benefits (A)	Subtotal - S&EB	S&S			
P&D	PR940i	Inspection time and materials fee: Charged for miscellaneous applications such as Time Intensive projects, research, travel time, etc.	FPS or SFPS	\$48.44	\$61.45	\$109.89	\$71.08	\$180.97	\$5.20	\$25.14	\$211.31	
PFS	M152	All other time to be charged as Time and Materials	FPS or SFPS	\$48.26	\$58.87	\$107.14	\$61.12	\$168.25	\$3.01	\$23.37	\$194.63	
Average Fully Burden Hourly Rate				\$48.35	\$60.16	\$108.51	\$66.10	\$174.61	\$4.11	\$24.25	\$202.97	

Note: Fully Burden Hourly Rate calculation was based on the average cost of the Time and Materials fee codes in each of the fee funded programs.

Footnotes:
 (A) Benefits included retirement, health insurance, medicare, overtime, sick/vacation pay, and special pay per MOU.
 (B) Authority-wide indirect overhead was calculated using 2013-14 actual expenditure totals. The calculated rate was 13.89% and is applied to total S&EB.

Agency: OCFA
 Department: Planning and Development Svcs
 Fiscal Year: 2015-16

Dept Cost Sheets

		PR940i	
		164	
<i>Excluded</i>		CRR Dept Cost Alloc	Inspection time and materials fee: Charged for miscellaneous applications such as Time Intensive projects, research, travel time, etc.
Labor Costs:			
Salary Cost	\$ 2,487,926 100.00%	\$ 1,391,259 55.92%	\$ 48.44 0.0019%
<i>Redistribution of CRR Dept Cost Alloc:</i>		\$ (1,391,259)	\$ 61.45
Total Salary:	\$ 2,487,926 100.00%		\$ 109.89 0.0044%
Benefits & Overtime:	\$ 1,609,191		\$ 71.08
Subtotal:		\$ -	\$ 180.97
Materials & Supplies:			
Memberships & Conferenc	\$ 2,141		\$ 0.09
Office expenses & Supplies	\$ 21,050		\$ 0.93
Inspector Train/Conf.	\$ 21,100		\$ 0.93
Software Replcmnt	\$ -		\$ -
Vehicle depreciation	\$ 10,692		\$ 0.47
Plan Review/ Insp Contr	\$ 62,812		\$ 2.77
Annual Software Maint	\$ -		\$ -
Subtotal:		\$ -	\$ 5.20
Indirect Allocations:			
<i>Authority-wide Overhead:</i>			
13.89% BOD adopted O/H	\$ 569,090		\$ 25.14
			\$ -
Subtotal:		\$ -	\$ 25.14
Full Cost:		\$ -	\$ 211.31

Annual Volume: 1
 Per Unit Cost: 211.31
 % of Total Cost 0.0044%

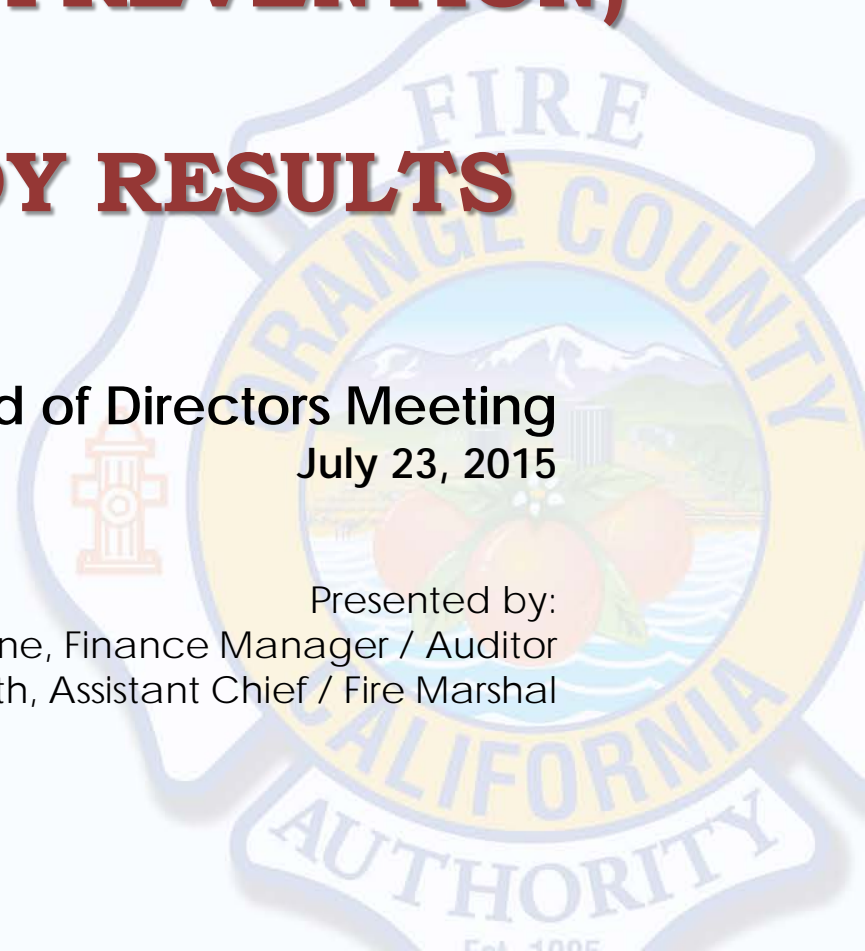
Local Public Agency Staff Hourly Rate		
Jurisdiction	Hourly	Type
Anaheim	\$186	Building Plan Review - Building
Costa Mesa	Incl. In Permit %	Permit and Inspection Fee
County of Orange	\$116	Averaged Building Insp. Hourly
Huntington Beach	\$125	Plan Review Services - Building
Irvine	\$120.00	Building and Safety Insp. Services
Newport Beach	\$149	Plan Check Hourly - Building

COMMUNITY RISK REDUCTION (FORMERLY FIRE PREVENTION)

2015 FEE STUDY RESULTS

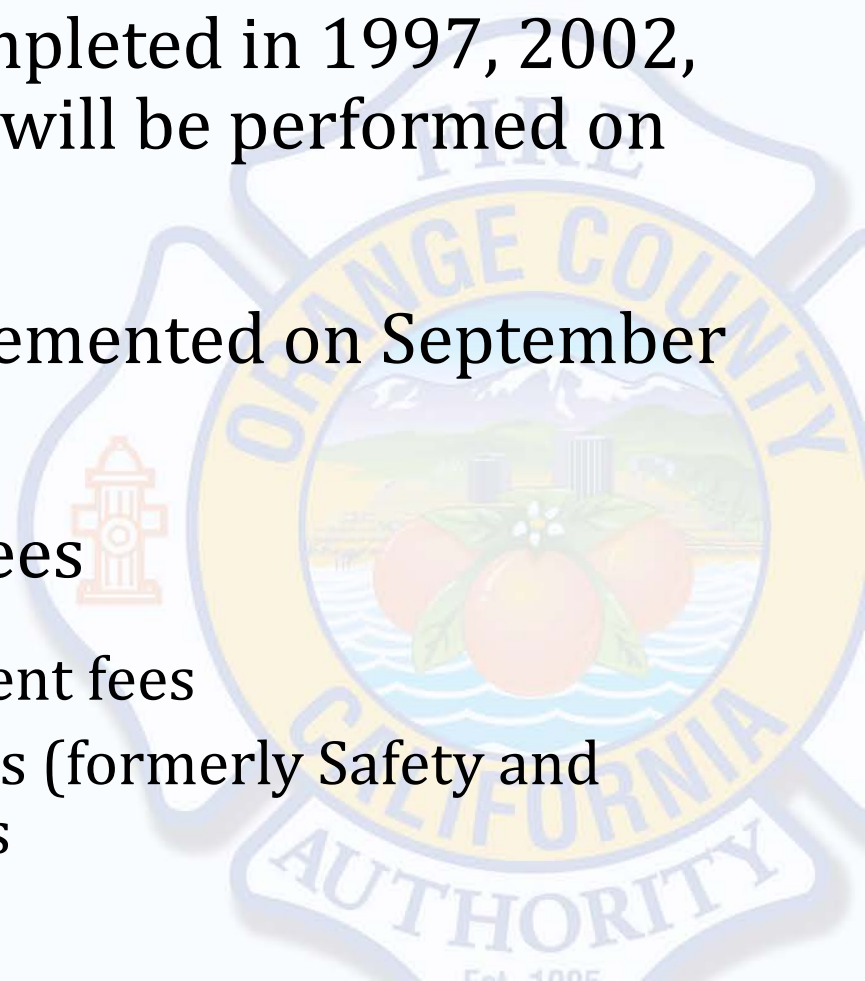
**OCFA Board of Directors Meeting
July 23, 2015**

Presented by:
Jim Ruane, Finance Manager / Auditor
Lori Smith, Assistant Chief / Fire Marshal



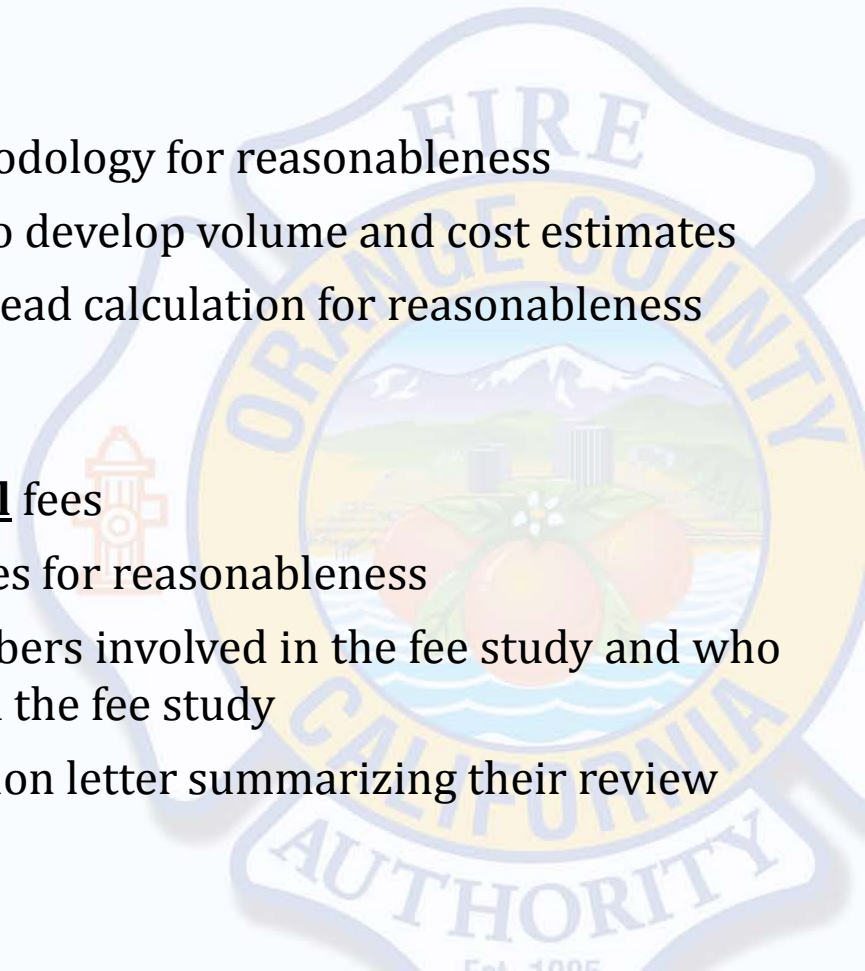
Background

- First adopted by County in 1991
- Comprehensive studies completed in 1997, 2002, 2007, 2012, and 2014; and will be performed on an annual basis.
- Last fee changes were implemented on September 29, 2014
- Fees reviewed – 305 total fees
 - 172 Planning and Development fees
 - 133 Prevention Field Services (formerly Safety and Environmental Services) fees



Fee Consultant Review

- As a result of an RFP, Revenue & Cost Specialists was selected as Fee Consultant with several significant deliverables :
 - **Prior to the start of the fee study**
 - ✓ Reviewed the proposed costing methodology for reasonableness
 - ✓ Verified the methodology staff used to develop volume and cost estimates
 - ✓ Analyzed the indirect cost rate/overhead calculation for reasonableness
 - **At the completion of the fee study**
 - ✓ Reviewed the supporting detail for **all** fees
 - ✓ Reviewed fees with significant changes for reasonableness
 - ✓ Met or talked with various staff members involved in the fee study and who actually perform the work outlined in the fee study
 - ✓ Finally, the consultant issued an opinion letter summarizing their review



2015 Community Risk Reduction Fee Study Results

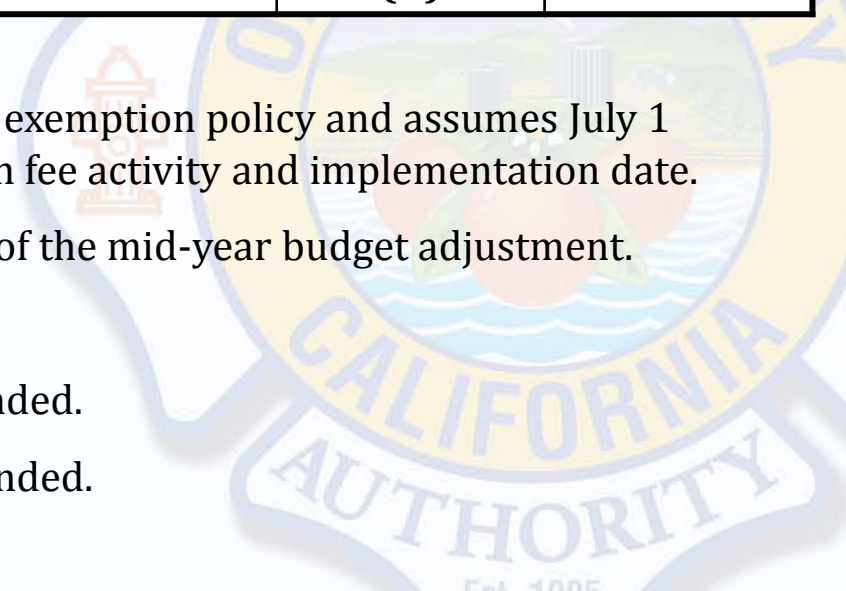
Cost Recovery by Section	FY 2015/16 Proposed from Fee Study (A)	FY 2015/16 Adopted Revenue	\$ Increase (Decrease)	% Increase (Decrease)
Planning & Development	\$4,384,737	\$4,036,602	\$348,135	8.62%
Prevention Field Services	\$2,081,220	\$2,253,602	(\$172,382)	(7.64%)
Total CRR Cost Recovery (C)	\$6,465,957	\$6,290,204	\$175,753 (B)	2.79%

(A) Proposed revenue incorporates the recommended exemption policy and assumes July 1 implementation. Actual revenue will vary based on fee activity and implementation date.

(B) Actual budget adjustment will be included as part of the mid-year budget adjustment.

(C) Cost recovery levels by program:

1. P&D – 93.39% fee funded. 6.61% non-fee funded.
2. PFS – 49.23% fee funded. 50.77% non-fee funded.



Summary of Fee Changes

- ***Planning & Development Services Fees – 172 fees reviewed***
 - 76 fees with an average increase of \$84 or 15%
 - 67 fees with an average decrease of \$247 or 28%
 - 22 fees exempt or hourly charges
 - 3 exempt fees converted to flat fees
 - 4 new fees
 - 5 fees deleted
- ***Prevention Field Services Fees – 133 fees reviewed***
 - 8 fees with an average increase of \$84 or 7%
 - 8 fees with an average decrease of \$29 or 8%
 - 95 fees unchanged
 - 26 hourly rate fees



Reasons for CRR Fee Changes

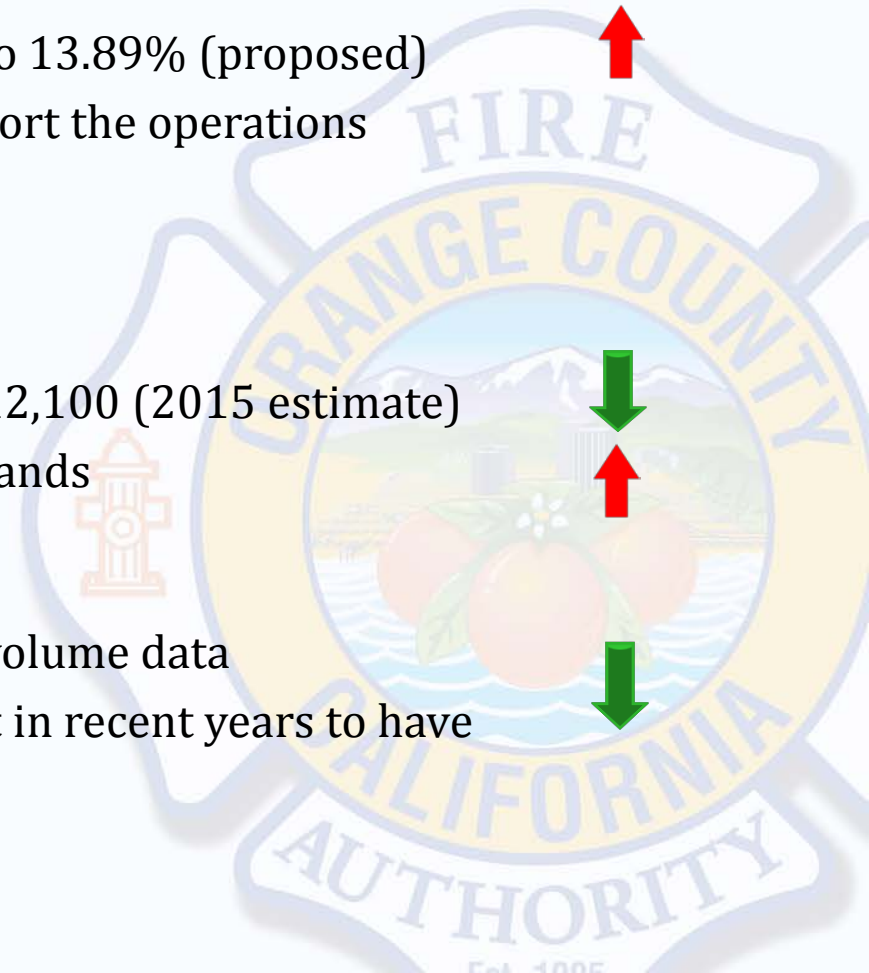
Overall

Impact to Fees

- Indirect Overhead Rate
 - Increased 2.01% from 11.88% (2014) to 13.89% (proposed)
 - ✓ Higher administrative costs to support the operations

Program Specific

- Planning & Development
 - Volume increase from 9,600 (2014) to 12,100 (2015 estimate)
 - Unfreeze positions to meet service demands
- Prevention Field Services
 - Fees based on more accurate time and volume data
 - ✓ This is a result of a significant effort in recent years to have staff log actual time data



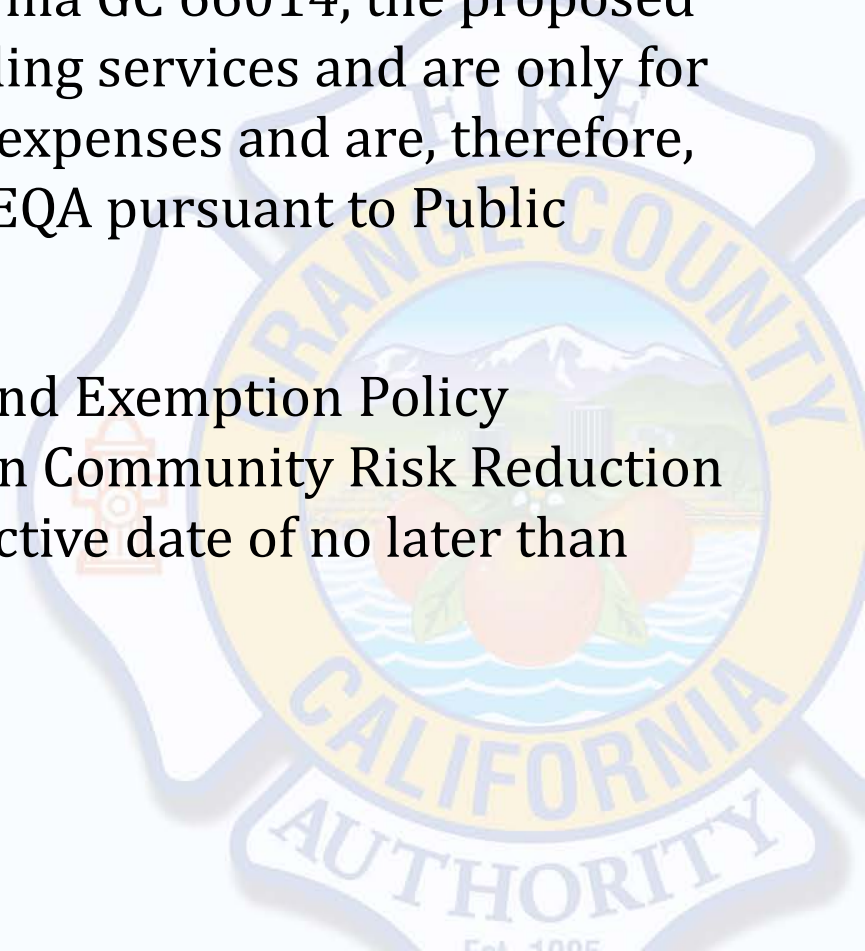
Outreach

- Preliminary notices of the fee study project were given to the Orange County Building Industry Association (OC BIA) and Commercial Real Estate Development Association (known as NAIOP) SoCal Chapter by March 31, 2015
- Proposed fee schedule was shared with both groups in June 2015.



Recommended Actions

- Conduct a Public Hearing.
- Find that, in accordance with California GC 66014, the proposed fees do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are, therefore, exempt from compliance with the CEQA pursuant to Public Resources Code Section 21080.
- Approve and adopt the Resolution and Exemption Policy (Attachment 1) approving changes in Community Risk Reduction and Miscellaneous Fees with an effective date of no later than September 28, 2015.



Questions?





Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 23, 2015

Agenda Item No. 4B
Public Hearing

**Approval of the Updated OCFA Advanced Life Support (ALS) Paramedic
and Basic Life Support (BLS) Medical Supplies Reimbursement Rates**

Contact(s) for Further Information

Lori Zeller, Assistant Chief Business Services Department	lorizeller@ocfa.org	714.573.6020
Jim Ruane, Finance Manager/Auditor	jimruane@ocfa.org	714.573.6304
Bill Lockhart, Battalion Chief Emergency Medical Services	billlockhart@ocfa.org	714.573.6071

Summary

This agenda item is submitted for approval of the updated OCFA Advanced Life Support (ALS) paramedic and Basic Life Support (BLS) Medical Supplies Reimbursement Rates to be effective upon approval by the County Board of Supervisors of the revised ALS/BLS Rates.

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

At its special July 15, 2015, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item

Recommended Action(s)

1. Conduct a Public Hearing.
2. Upon approval of the proposed increase to the maximum BLS emergency 9-1-1 transportation billing rate by the Orange County Board of Supervisors, authorize staff to increase OCFA's Advanced Life Support (ALS) and Basic Life Support (BLS) Medical Supply Reimbursement Rates by the same percentage increase.

Impact to Cities/County

Not Applicable

Background

See extended background.

Fiscal Impact

If the proposed reimbursement rate increase of 2.4% is approved, we anticipate that ALS/BLS revenue for 2015/16 will remain unchanged from 2014/15 projections due to the anticipated reduction in Medicare reimbursements, as described herein. If the proposed reimbursement rate increase is not approved, we anticipate that ALS/BLS revenue for 2015/16 will decrease by approximately \$40,000, which includes the anticipated reduction in Medicare reimbursements.

Attachment(s)

1. Lance, Soll, & Lunghard – Independent Accountants’ Report on Applying Agreed-Upon Procedures (Evaluation of Advanced Life Support & Medical Supply reimbursement rates)
2. 2014 Survey of California County ALS Rates

Background:

The County of Orange currently establishes the maximum county-wide billing rates for Advanced Life Support (ALS) and Basic Life Support (BLS) services. These rates are the maximum amounts that ambulance providers can charge patients for 9-1-1 emergency transportation services.

The 9-1-1 Emergency Ambulance Contracts include the rates at which the OCFA will be reimbursed for paramedic services and expendable medical supplies. Under the terms of the 9-1-1 Emergency Ambulance Contracts and OCFA cost recovery policy, those rates may be updated annually and are limited by the following parameters:

- Increases to the reimbursement rates are limited by the annual percentage increase in the BLS maximum emergency 9-1-1 transportation billing rate as revised annually by the County Board of Supervisors.
- The reimbursement rates cannot exceed the OCFA’s actual cost of providing the services.

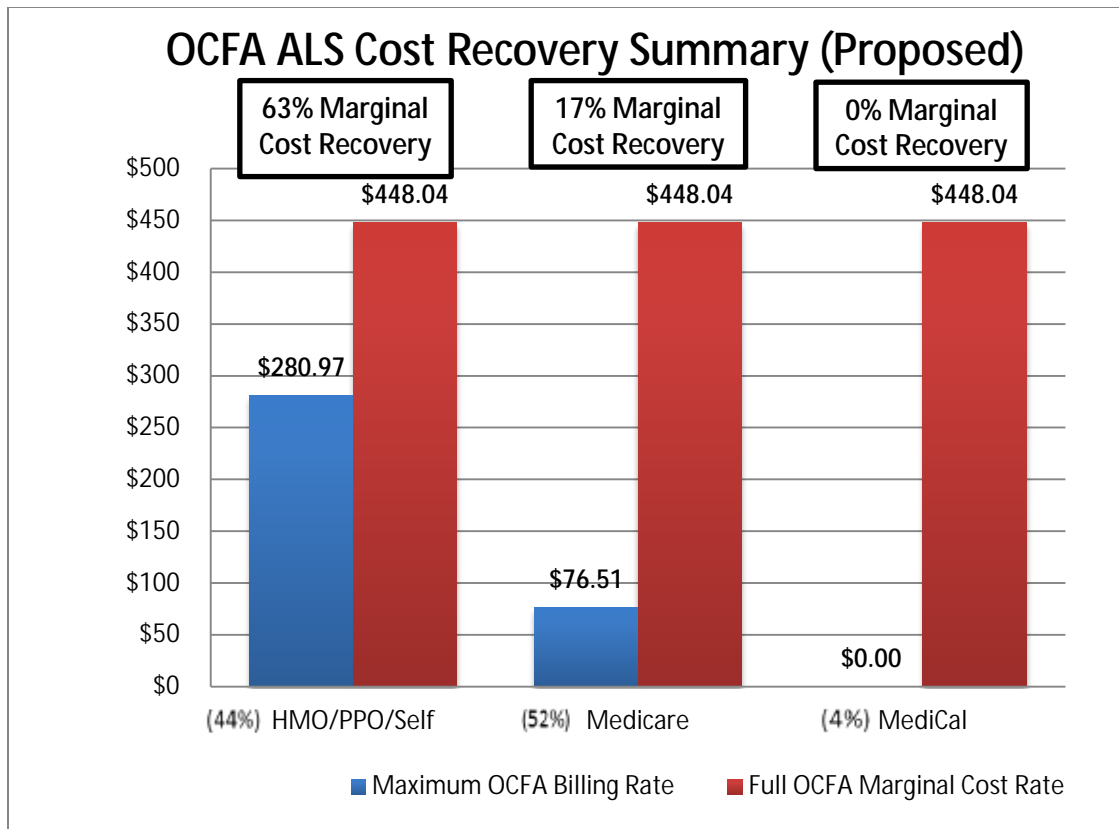
FY 2015/16 Reimbursement Rates Calculation

The County’s 2015/16 proposed increase to the BLS and ALS maximum emergency 9-1-1 transportation billing rate is 2.4% (a combination of 1.1% from 2012/13 and 1.30% from 2013/14), which reflects the adjustments utilizing the Orange County Board of Supervisors (BOS) approved BLS/ALS rate setting policy. The BOS did not approve an increase in these two years and Orange County Emergency Medical Services (OCEMS) staff is recommending that the 2015/16 increase incorporates both of these prior years’ adjustments.

The County BOS may approve an adjustment that is different than the proposed rate. This item is tentatively scheduled for consideration at the July 21, 2015, Board of Supervisors meeting. In the event the County BOS approves the rates, staff’s recommendation is to approve implementation of the OCFA reimbursement rates to become effective the first day of the following month, rather than wait for the next OCFA Board of Directors meeting.

Below is a chart showing the current and proposed OCFA reimbursement rates, which can be approved by the OCFA Board of Directors, with the effective date pending subsequent approval by the County Board of Supervisors:

	ALS Paramedic Services	BLS Expendable Medical Supplies
Current OCFA Maximum Reimbursement Rates	\$274.38	\$30.65
Proposed Maximum Reimbursement Rates for 2015/16 (per County’s 2.4% calculated increase)	\$280.97	\$31.39
Change in Dollars (per County’s 2.4% calculated increase)	\$6.59	\$0.74
OCFA Full Marginal Cost Recovery Rate for 2015/16 (for reference only)	\$448.04	\$34.51



OCFA ALS Cost Recovery by Category of Insurance

OCFA receives pass-through reimbursements from ambulance providers per the 9-1-1 Emergency Ambulance Contracts, depending upon the category of insurance held by the patient. These three categories are summarized in the chart above, and described below.

- HMO/PPO/Self*** – This category represents all patients transported, with the exception of those covered by Medicare or Medi-Cal. Costs for transports in this category are billed by the ambulance provider to either the insurance company or the patient, and a portion of the amount billed is passed-through to OCFA. The amount passed-through is equivalent to the reimbursement rate approved by the OCFA Board, which is proposed to be \$280.97 for FY 2015/16. This represents reimbursement to OCFA for 63% of marginal costs for providing paramedic services.
- Medicare*** – This category represents all patients transported who are covered under Medicare. Costs for transports in this category are billed by the ambulance provider to either Medicare or a Medicare approved provider and a portion of the amount billed is passed-through to OCFA. The maximum allowable reimbursable amount is set annually by Medicare and has been steadily declining. In 2004, the Medicare reimbursement rate for ALS treatment was \$121.76 as compared to the current rate of \$76.51. This represents reimbursement to OCFA for 17% of marginal costs for providing paramedic services. Staff anticipates a reduction in Medicare reimbursements in 2015/16 of another 1-2% based on the historical trend.

- **Medi-Cal** – This category represents patients that are covered by Medi-Cal (Caloptima). Costs for transports are billed by the ambulance provider to Medi-Cal (CalOptima in Orange County). The maximum reimbursement amount to ambulance providers is set annually by Medi-Cal and is approximately \$125 for both paramedic treatment and ALS transport, which is well below market value. As a result, per the OCFA contracts with the ambulance providers, OCFA does not receive any pass-through reimbursement for providing paramedic services when the patient is covered by Medi-Cal insurance and therefore, none of the marginal costs are recovered.

Review of Proposed Reimbursement Rates:

Staff has taken the following actions to validate the proposed OCFA ALS paramedic and BLS medical supplies reimbursement rates:

- **Review by an Independent Certified Public Accounting firm** – The proposed reimbursement rates were developed by OCFA staff based on the FY 2015/16 proposed budget for salaries and employee benefits, services and supplies, and equipment and vehicle replacement costs. Those rate calculations were reviewed by Lance, Soll, & Lunghard (LSL), an independent firm of certified public accountants. LSL determined that the proposed rates are a reasonable representation of the OCFA’s marginal costs to provide the services. Although the OCFA’s actual costs exceed the amounts to be reimbursed under the proposed rates, LSL determined that those rates have been appropriately limited by the maximum 2.4% increase (1.1% increase for 2012/2013 and 1.3% for 2013/2014) to the BLS billing rate proposed by the County Healthcare Agency. A copy of LSL’s report is included as Attachment 1.
- **Survey of ALS Rates California Counties** – A 2014 survey of California County ALS Rates compared OCFA’s rate to 30 counties within the State. Orange County’s maximum ALS billing rate is the seventh lowest of 30 counties in California with a population in excess of 200,000. OCFA’s proposed ALS incremental billing rate is **over 45% lower than** the average of the four surrounding counties and is included as Attachment 2 and highlighted below:

2014 ALS & ALS Increment Rate Comparison With Nearby Counties		
	ALS Billing	ALS Increment Rate
Orange County (OCFA)	\$1,145.61	\$396.65
San Diego County	\$1,925.54	\$1,019.82
Los Angeles County	\$1,609.00	\$565.25
Riverside	\$1,255.14	\$377.34
San Bernardino	\$1,937.93	\$1,003.08
Average	\$1,681.90	\$741.37
OCFA Compared to 4 Surrounding counties	(\$536.29)	(\$344.72)
	-31.89%	-46.50%

Source: Los Angeles County EMS Agency



- David E. Hale, CPA, CFP
- Donald G. Slater, CPA
- Richard K. Kikuchi, CPA
- Susan F. Matz, CPA
- Bryan S. Gruber, CPA
- Deborah A. Harper, CPA
- Gary A. Cates, CPA
- Michael D. Mangold, CPA
- David S. Myers, CPA

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

Jim Ruane, Finance Manager/Auditor
Orange County Fire Authority
Irvine, California

The County of Orange ("County") establishes the maximum county-wide billing rates for Advanced Life Support ("ALS") and Basic Life Support ("BLS") services. Since 2004, the reimbursement rates have been updated annually at public hearings by the Orange County Board of Supervisors, in conjunction with the adoption of the County's maximum ALS and BLS billing rates. These rates are the maximum amounts that ambulance providers can charge patients for 911 emergency transportation services. The ambulance providers reimburse a portion of the ALS and BLS charges to the Orange County Fire Authority ("OCFA"). Each year, the OCFA calculates the ALS and BLS billing rates to be used for the forthcoming fiscal year. OCFA's paramedic and medical supplies reimbursement rates are approved by the OCFA Board of Directors at a public hearing.

We have performed the procedures enumerated below, which were agreed to by the management of the OCFA, solely to assist the OCFA in evaluating the ALS and BLS Cost Calculations (Calculations) for providing ALS and BLS services to ambulance companies. The calculations are to be used during the fiscal year ending June 30, 2016. The OCFA's management is responsible for the Calculations. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the *American Institute of Certified Public Accountants*. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and the results of those procedures are as follows:

1. The County's Emergency Medical Services ("EMS") Division determined that the OCFA's reimbursement rates are specific to the OCFA and should not be combined with the countywide maximum billing rate. The County determined that any updates to the OCFA's paramedic and medical supplies reimbursement rates should be approved by the OCFA's Board of Directors, while the County will continue to determine the maximum emergency 911 ambulance transportation billing rates each year. The OCFA contracts with ambulance providers to establish the rates at which the OCFA will be reimbursed for paramedic services and medical supplies. Under the terms of the existing 911 Emergency Ambulance Contracts, those rates may be updated annually and are limited by the following:
 - Reimbursement rates cannot exceed the OCFA's actual cost of providing the services.
 - Reimbursement rates are limited by the annual percentage increase in the BLS maximum emergency 911 transportation billing rate as updated by the Orange County Board of Supervisors.



We obtained the ALS and BLS Cost Calculations to be used for the year ending June 30, 2016. We compared our understanding of the requirements of the calculations to the formats used by the OCFA to calculate the billing rates.

Findings: We noted no exceptions as a result of our procedures.

2. The ALS Cost Calculation (Exhibit 1) included three sections: non-vehicle costs, vehicle costs and rate comparison. We obtained a copy of the proposed budget for the year ending June 30, 2016, to support certain costs in the non-vehicle section.

Non-vehicle costs reported in the ALS Cost Calculation included amounts for salaries and employee benefits (91.22%), services and supplies (0.86%), and equipment replacement costs (7.92%). For salaries and benefits, we compared those amounts reported on the Calculation to the OCFA's proposed budget for the fiscal year ending June 30, 2015. For services and supplies, we compared the amount reported on the Calculation for EMS Section - Direct to the budget. We noted that amounts reported for equipment replacement costs were for costs associated for cardiac defibrillators/monitors and OCMEDS tablets to collect patient information.

For the non-vehicle costs section, we recalculated the \$400.10 reported under the column "Cost per ALS Assessment Transport".

Findings: We noted no exceptions as a result of our procedures.

3. The vehicle costs section of the ALS Cost Calculation included amounts for maintenance and fuel costs and replacement costs.

The maintenance and fuel costs for the fifteen (15) paramedic vans ("vans") was calculated by taking the mileage driven for the year to arrive at the total mileage. The costs were then determined by taking the total mileage and multiplying it by the IRS 2014 mileage rate of \$0.56 to arrive at the maintenance and fuel costs for these vans. We compared the annual mileage reported to a paramedic van mileage log maintained by the OCFA. We ascertained the mathematical accuracy of the \$138,715 reported as maintenance and fuel costs.

The replacement cost was determined by taking the replacement cost of the fifteen (15) vans and dividing it by the estimated useful life of four years for each vehicle. We agreed the reported replacement costs to list of vehicles to be replaced. We ascertained the mathematical accuracy of the \$453,506 reported as replacement costs.

Findings: We noted no exceptions as a result of our procedures.

4. Reimbursement rates cannot exceed the OCFA's actual cost of providing the services. We compared the anticipated cost of OCFA providing these services of \$448.04 to the proposed OCFA ALS reimbursement rate of \$280.97.

Findings: We noted no exceptions as a result of our procedures.



Jim Ruane, Finance Manager/Auditor
Orange County Fire Authority
Page 3

5. The County establishes the maximum county-wide billing rates that ambulance providers can charge patients for 911 emergency transportation services. We compared the proposed County maximum ALS billing rate of \$396.60 to the proposed OCFA ALS reimbursement rate of \$280.97.

Findings: We noted no exceptions as a result of our procedures. The calculated reimbursement rate for ALS did not appear to exceed the OCFA's actual cost of providing the service.

6. The BLS Cost Calculation (Exhibit 2) included an amount for projected 2015/2016 BLS costs and a projection for the number of transports. It also included a comparison of the projected cost per transport to the maximum BLS billing rate allowed by the County.

For 2015/2016 BLS costs reported on the BLS Cost Calculation, we compared that amount to the OCFA's proposed budget for the fiscal year ending June 30, 2016. For the number of transports reported on the BLS Cost Calculation, we compared that number to an "Estimated Transports by Pay Category" worksheet prepared by the OCFA.

Findings: We noted no exceptions as a result of our procedures.

7. BLS reimbursement rates are limited by the annual percentage increase in the BLS maximum emergency 911 transportation billing rate as updated by the Orange County Board of Supervisors. That proposed maximum percentage increase of BLS Base Rate is 2.40% per year and the overall increase is 2.40% by the County.

We verified the mathematical accuracy of the cost per transport of \$34.51. We verified that the calculation of the maximum reimbursement rate of \$31.39 was mathematically correct. We verified that the cost per transport met or exceeded the maximum reimbursement rate calculated by the OCFA.

Findings: We noted no exceptions as a result of our procedures. The calculated reimbursement rate for BLS did not appear to exceed the OCFA's actual cost of providing the service.

We were not engaged to, and did not; perform an audit, the objective of which would be the expression of an opinion on the specified elements, accounts, or items. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to the OCFA.

This report is intended solely for the use of the OCFA's management and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purpose.

Lane, Soll & Lughard, LLP

Brea, California
June 16, 2015

Orange County Fire Authority
 ALS and BLS Cost Calculation
 For Fiscal Year 2015/16

Exhibit 1

Prepared by the OCFA

	<u>FY 2015/16 Proposed Budget</u>	<u>Cost per ALS Assessment/ Transport</u>
Salaries and Employee Benefits:		
EMS Section - Direct	\$ 1,107,278	
Paramedic Pay	7,866,760	
Support Staff	63,491	
	<hr/>	
Subtotal	9,037,529	
Services and Supplies:		
EMS Section - Direct	84,957	
Auditing Costs - Ambulance Providers	-	
Legal/Quality Assurance/Admin Costs	-	
	<hr/>	
Subtotal	84,957	
Equipment Replacement Costs (OCMEDS Tablets)	237,333 *	
Equipment Replacement Costs (Defibrillators)	547,857 *	
	<hr/>	
* annual replacement costs		
Subtotal - Non-Vehicle Costs	9,907,676	\$ 400.10 (1)
Vehicle Costs:		
Annual Mileage for 15 Paramedic Vans	247,706	
Average # of Miles per Vehicle	16,514	
Number of Operating Paramedic Vans	15	
Mileage Rate as Allowed by IRS (2014)	0.56	
Maintenance and Fuel Costs	138,715	
(Mileage for 15 Paramedic Vans x IRS Rate)		
Replacement - paramedic vans		
Per 5-Year CIP Budget	1,814,025	
Estimated Life per Vehicle	4 years	
Replacement Cost	<hr/> 453,506	
Subtotal - Vehicle Costs	592,222	47.95 (2)
TOTAL COSTS	<hr/> \$ 10,499,897 <hr/>	
OCFA ALS MARGINAL COSTS PER ASSESSMENT/ TRANSPORT		<hr/> \$ 448.04 <hr/>
PROPOSED OCFA ALS REIMBURSEMENT RATE		\$ 280.97 (3)
Ambulance provider administrative and contractual write-off collection costs		<hr/> 115.63
PROPOSED MAXIMUM ALS BILLING RATE		<hr/> \$ 396.60 (4) <hr/>

- (1) Represents non-vehicle costs, net of \$923,070 (D-1) of Medicare recovery, prorated for the non-vehicle costs, divided by 22,586 (E-1 p.1) applicable ALS transports (billable non-Medicare transports, mutual aid transports and transports for Buena Park, San Clemente, Santa Ana, and Westminster)
- (2) Represents vehicle costs, net of \$53,268 (D-1) of Medicare recovery, prorated for the vehicle costs, divided by 11,265 (E-1 p.1) applicable ALS transports (billable non-Medicare transports and mutual aid transports). Transports in Buena Park, San Clemente, Santa Ana, and Westminster are excluded from this calculation because paramedic van services are not provided in these cities.
- (3) The proposed updated marginal ALS paramedic reimbursement rate is limited to the percentage increase in the BLS Base Rate set by the Orange County Board of Supervisors and cannot exceed the cost of providing the services. The BLS Base Rate increase for FY 2015-16 has been proposed as 2.40%. (F-2, 1.1% from FY12-13 and 1.3% from FY13-14)
- (4) Proposed ALS Rate based on BLS increase of 2.40%

2015 - 16

2015 Medicare ALS1 Reimbursement Rate	\$ 76.51
Estimated # of Medicare Transports	12,065

Estimated Medicare Recovery Revenues	923,070
---	----------------

Transports:

ALS Transports - Billable, non-Medicare and mutual aid transports, and transports for Buena Park, San Clemente, Santa Ana, and Westminster	22,586
ALS Transports - Billable, non-Medicare transports, and mutual aid transports	11,265

Orange County Fire Authority
 Finance/Cost Accounting
 Paramedic Program marginal cost
 Medical Supplies Rates

Exhibit 2

Prepared by the OCFA

	13/14 rate	% increase	2013/14 BLS Base Rate	2014/15 BLS Base Rate	% increase	Max Reimb
FY 2015/16 costs	\$ 1,838,169					
transports	<u>53,271</u>					
Per transport	\$ <u>34.51</u>	12.58%	\$ 731.41	\$ 739.46	2.40%	\$ 31.39
Recoverable costs	\$ 1,147,830					
Unrecoverable costs:						
Mutual Aid	47,204					9.10%
Buena Park	113,949					33.44
San Clemente	76,810					
Santa Ana	325,820					
Westminster	126,556					
Total	<u>1,838,168</u>					
Potential revenue	<u>1,147,830</u>					
Estimated subsidy	\$ <u>690,338</u>					

Actual % of increase based on
 County's Proposed Rate

NOTE: The proposed updated marginal ALS paramedic reimbursement rate is limited to the percentage increase in the BLS Base Rate set by the Orange County Board of Supervisors and cannot exceed the cost of providing the services.

2014 ALS Rate Comparison by County Emergency Rate

Emergency ALS Rate

Butte	\$2,471.00
San Mateo	\$2,309.65
San Joaquin	\$2,283.89
San Luis Obispo	\$2,277.37
Monterey	\$2,266.00
Santa Barbara	\$2,097.82
Merced	\$2,000.00
Yolo	\$1,975.00
San Bernardino	\$1,937.93
San Diego County	\$1,925.54
San Francisco	\$1,847.53
Santa Cruz	\$1,799.62
Stanislaus	\$1,780.79
Kern	\$1,729.33
Sonoma	\$1,715.13
Sacramento	\$1,659.30
Ventura	\$1,638.00
Contra Costa	\$1,633.04
Los Angeles County	\$1,609.00
Placer	\$1,546.34
Alameda	\$1,536.12
Shasta	\$1,523.74
Solana	\$1,500.00
Riverside	\$1,255.14
El Dorado	\$1,234.00
Tulare	\$1,124.25
Orange County	\$1,118.76
Santa Clara	\$999.75
Marin	\$985.91
Fresno	\$911.57

2014 ALS & ALS Increment Rate Comparison With Nearby Counties

Orange County (OCFA)	\$1,145.61	(OCFA) \$396.65
-----------------------------	-------------------	------------------------

Column1	ALS Billing	ALS Increment Rate
San Diego County	\$1,925.54	\$1,019.82
Los Angeles County	\$1,609.00	\$565.25
Riverside	\$1,255.14	\$377.34
San Bernardino	\$1,937.93	\$1,003.08

Average	\$1,681.90	\$741.37
OCFA Compared to 4 Surrounding counties	(\$536.29)	(\$344.72)
	-31.89%	-46.50%

* Counties with a population excess of 200,000

Source: Los Angeles County EMS Agency

Advance Life Support (ALS) and Basic Life Support (BLS) Medical Supply Reimbursement Fees

**Orange County Fire Authority
Board of Directors Meeting
7/23/15**

**Jim Ruane, Finance Manager/Auditor
Bill Lockhart, Battalion Chief, Emergency Medical Services**



Background

- **The OC Board of Supervisors sets the maximum ALS/BLS billing rates billed by private ambulance providers in OCFA's jurisdiction**
 - County staff recommended an increase of 2.4% to the billing rates for this year; increase was not yet approved by the BOS, deferred to August 25
- **The OCFA Board of Directors sets the OCFA ALS Paramedic and BLS Medical Supply reimbursement rates**
 - Reimbursements are passed-thru to OCFA by ambulance providers as a subset of the max. billing rates – they are not an additional charge, and the rates cannot exceed:
 - The annual % increase to the BLS maximum billing rates approved by the BOS, and
 - OCFA's marginal cost of *paramedic* services (i.e., marginal costs include the cost of the paramedic skillset/bonus and EMS support; not the base cost of the firefighters)
- **OCFA's current maximum cost recovery is only 63% of the marginal costs**

Background

Current & Proposed Maximum Rates Billed by Private Ambulance 9-1-1 Provider

Approval Authority	Maximum Rate*	Current	Proposed Rate w/ 2.4% Inc.	Change
County	Basic Life Support (BLS) <u>Billing</u> Rate	\$731.41	\$748.96	\$17.55
OCFA	OCFA Medical Supply <u>Reimbursement</u> Rate	< <u>\$30.65</u> >	< <u>\$31.39</u> >	< <u>\$0.74</u> >
	Ambulance Provider Revenue	<u>\$700.76</u>	<u>\$717.57</u>	<u>\$16.81</u>
County	Advanced Life Support (ALS) <u>Billing</u> Rate	\$1,118.76	\$1,145.61	\$26.85
OCFA	OCFA ALS Paramedic <u>Reimbursement</u> Rate	< \$274.38 >	< \$280.97 >	< \$6.59 >
	OCFA Medical Supply <u>Reimbursement</u> Rate	< <u>\$30.65</u> >	< <u>\$31.39</u> >	< <u>\$0.74</u> >
	Ambulance Provider Revenue	<u>\$813.73</u>	<u>\$833.25</u>	<u>\$19.52</u>

*Does not include mileage or oxygen and is subject to Medicare/Medical caps.

Public/Private Pre-Hospital Care

DISPATCH TO A 911 CALL

Closest Fire Paramedic (PM) Unit / Private Ambulance

4 Pre-Hospital Care Options	1	2	3	4
	NO TRANSPORT	PM LEVEL INTERVENTION NOT NEEDED	PM ASSESSMENT COMPLETED ON SCENE	PM INTERVENTION REQUIRED FOR DURATION OF CALL
	30% of Calls	27% of Calls	15% of Calls	28% of Calls
Maximum Patient Cost	No cost to customer	Max base billing rate \$748.96	Max base billing rate \$1,145.61	Max base billing rate \$1,145.61
Maximum OCFA Reimb	\$0 reimbursement	Max reimbursement \$31.39	Max reimbursement \$31.39 <u>\$280.97</u> \$312.36	Max reimbursement \$31.39 <u>\$280.97</u> \$312.36
Operational	Units immediately available	OCFA unit immediately back in service	OCFA unit immediately back in service	Both OCFA and Private unit unavailable until departing hospital

2014 ALS Rate Comparison by County

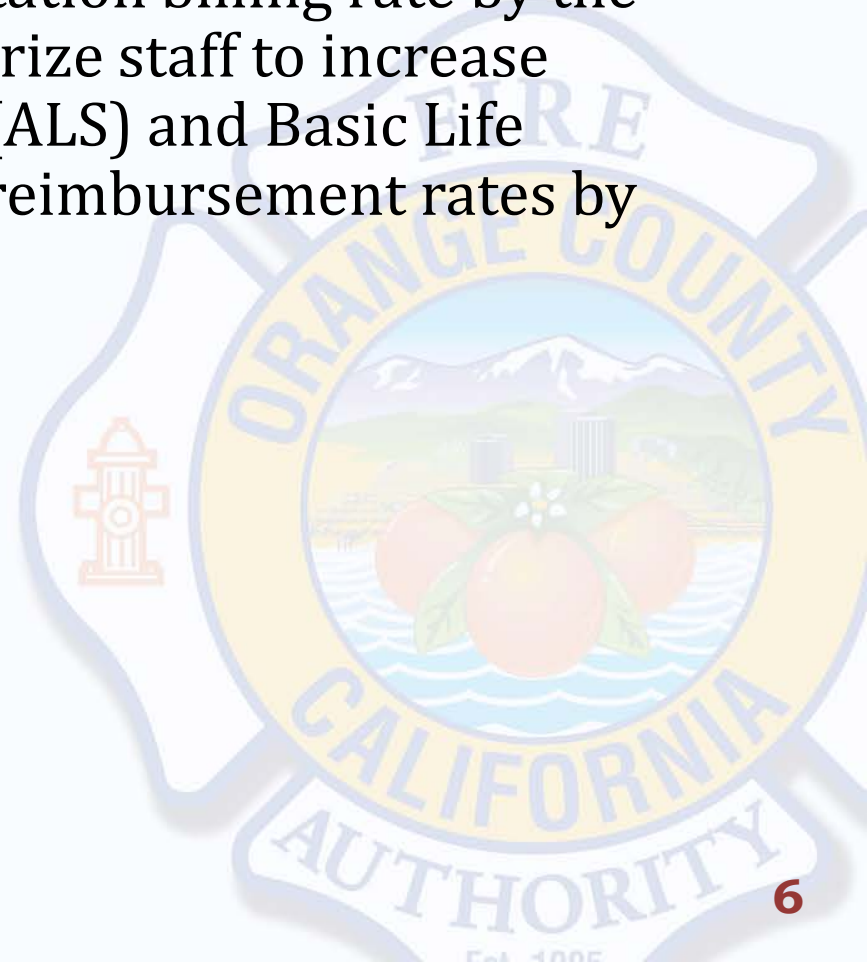
County	Emergency ALS Rate
Butte	\$2,471.00
San Mateo	\$2,309.65
San Joaquin	\$2,283.89
San Luis Obispo	\$2,277.37
Monterey	\$2,266.00
Santa Barbara	\$2,097.82
Merced	\$2,000.00
Yolo	\$1,975.00
San Bernardino County	\$1,937.93
San Diego County	\$1,925.54
San Francisco	\$1,847.53
Santa Cruz	\$1,799.62
Stanislaus	\$1,780.79
Kern	\$1,729.33
Sonoma	\$1,715.13

County	Emergency ALS Rate
Sacramento	\$1,659.30
Ventura	\$1,638.00
Contra Costa	\$1,633.04
Los Angeles County	\$1,609.00
Placer	\$1,546.34
Alameda	\$1,536.12
Shasta	\$1,523.74
Solana	\$1,500.00
Riverside	\$1,255.14
El Dorado	\$1,234.00
Tulare	\$1,124.25
Orange County	\$1,118.76
Santa Clara	\$999.75
Marin	\$985.91
Fresno	\$911.57

Comparison with Nearby Counties	ALS Billing	ALS Increment Rate
Orange County Fire Authority (OCFA)	\$1,145.61	\$396.65
San Bernardino	\$1,937.93	\$1,003.08
San Diego	\$1,925.54	\$1,019.82
Los Angeles	\$1,609.00	\$565.25
Riverside	\$1,255.14	\$377.34
Average	\$1,681.90	\$741.37
OCFA Compared to Other Surrounding Counties	(\$536.29) or (31.89%)	(\$344.72) or (46.50%)

Staff Recommendation

- Upon approval of the proposed increase to the maximum BLS emergency 9-1-1 transportation billing rate by the OC Board of Supervisors, authorize staff to increase OCFA's Advanced Life Support (ALS) and Basic Life Support (BLS) Medical Supply reimbursement rates by the same % increase.





Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 23, 2015

Agenda Item No. 5A
Discussion Calendar

Updated Cost Reimbursement Rates

Contact(s) for Further Information

Lori Zeller, Assistant Chief Business Services Department	lorizeller@ocfa.org	714.573.6020
Jim Ruane, Finance Manager/Auditor	jimruane@ocfa.org	714.573.6304

Summary

This agenda item is submitted to review and approve the proposed update to the Cost Reimbursement rates.

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

At its special July 15, 2015, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item

Recommended Action(s)

Approve and adopt the proposed Cost Reimbursement Rate schedules effective retroactively July 1, 2015.

Impact to Cities/County

Not Applicable

Fiscal Impact

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

Background

The California Fire and Rescue Mutual Aid System Operating Plan outlines the methodologies and formulas participating agencies (including OCFA) are to use when developing cost reimbursement rates. While the reimbursement rate methodology is consistent for all agencies, the actual rates may vary due to the different salary and benefits packages offered to its employees and the computation of its overhead rate. These rates will be used when OCFA resources are ordered by various Federal (Cleveland National Park Forest Service) and State (CAL FIRE) agencies. The California Office of Emergency Services (Cal OES) requires a different method to calculate reimbursement rates for non-suppression personnel only. Both methods are designed to only reimburse OCFA for the marginal cost of providing the resources and are calculated in three separate components, the indirect (overhead) cost rate, personnel rate and equipment rate.

Reimbursement Rate Calculation (Other than Cal OES)

Based on the agreed-upon calculation, OCFA's proposed Indirect Cost Rate for FY 2015/16 is 13.89%, increasing from the current rate of 13.22%. This change is attributable to increased use of professional services and number of contractors providing project related and day-to-day support to the Information Technology Section. The average percentage increase in the proposed

suppression Personnel Cost Reimbursement Rates is 0.02%. The full list of proposed reimbursement rates by position (including the indirect cost rate) is listed on Attachment 1A. A majority of the rate increase for each position is a result of the indirect cost rate increase of 0.67% (from 13.22% to 13.89%). Most of the equipment reimbursement rates (Attachment 2) remain unchanged from last year except for seven support vehicles and the helicopters. The support vehicle rates were changed to daily rates based on California Fire Assistance Agreement. The Bell Super Huey helicopter (acquired as federal excess property and placed in service in 1996) hourly rate decreased by 19.39%, due to an increase in average flight hours along with decreases in maintenance, insurance and depreciation cost. The Bell 412 helicopter (acquired in 2008) hourly rate decreased 5.36% as a result of an increase in average flight hours. The rates were updated to reflect an average, based on four year history.

Cal OES Reimbursement Rates

The Cal OES rate calculation is the same as above except for personnel. Cal OES requires that the reimbursement rate calculation blends all specialty pays (i.e. paramedic and hazmat pays) when developing the rate calculation to derive one average hourly rate for each suppression classification. For non-suppression staff, they require both regular and overtime reimbursement rates to be calculated. The Cal OES personnel reimbursement rates are listed as Attachment 1B.

Mutually Beneficial Hourly Rates (Handcrew and Dozer Operator)

These rates, with a methodology originally approved in 2010, are used to recover base salary costs of the handcrew and dozer operators when projects are deemed beneficial to both the requesting entity and OCFA.

Summary

Upon approval of the proposed rates, included as Attachment 1A, 1B and 2, OCFA Finance/Cost Recovery Section will use them for the following activity or program:

Activity or Program

- CAL FIRE, Cal OES, Cleveland National Forest (CNF) Fire/Incident response- Generally referred to as Assistance by Hire (ABH) Rates
- Fire/Incident Restitution (including Hazmat)
- Special Event Stand-By
- Other Miscellaneous Billing

Attachment(s)

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

ORANGE COUNTY FIRE AUTHORITY
COST REIMBURSEMENT RATES FOR ALL BILLING AGENCIES (EXCEPT CAL OES)
PERSONNEL
EFFECTIVE JULY 1, 2015

CLASSIFICATION	2014/15 ADOPTED RATE	2015/16 PROPOSED RATE	\$ CHANGE	% CHANGE
SUPPRESSION PERSONNEL				
FIRE DIVISION CHIEF	\$151.01	\$149.59	(\$1.42)	-0.94%
FIRE BATTALION CHIEF	\$90.57	\$90.04	(\$0.53)	-0.59%
FIRE CAPTAIN	\$68.46	\$69.57	\$1.11	1.63%
FIRE APPARATUS ENGINEER	\$59.93	\$60.57	\$0.63	1.06%
FIREFIGHTER	\$52.16	\$52.13	(\$0.04)	-0.07%
FC/PARAMEDIC	\$76.48	\$77.73	\$1.26	1.64%
FAE/PARAMEDIC	\$67.95	\$68.73	\$0.78	1.14%
FF/PARAMEDIC	\$60.18	\$60.29	\$0.11	0.18%
FC/HAZMAT	\$72.47	\$73.64	\$1.18	1.62%
FAE/HAZMAT	\$63.94	\$64.64	\$0.70	1.09%
FF/HAZMAT	\$56.17	\$56.20	\$0.03	0.00%
FF/HAZMAT PARAMEDIC	\$61.52	\$61.64	\$0.12	0.20%
HAND CREW (FIREFIGHTER)	\$31.14	\$35.26	\$4.12	13.23%
HAND CREW SUPERVISOR (STAFF FIRE CAPTAIN)	\$97.19	\$99.92	\$2.73	2.81%
HAND CREW SUPERVISOR (STAFF FIRE APP. ENGINEER)	\$83.93	\$85.35	\$1.42	1.69%
HAND CREW SUPERVISOR (STAFF FIREFIGHTER)	\$71.45	\$52.13	(\$19.32)	-27.04%
HEAVY FIRE EQUIPMENT OPERATOR	\$98.27	\$94.69	(\$3.58)	-3.64%
FIRE PILOT	\$87.54	\$65.99	(\$21.55)	-24.62%
LEAD FIRE PILOT	\$97.08	\$76.29	(\$20.79)	-21.42%
NON-SUPPRESSION PERSONNEL				
SR. ACCT. SUPPORT SPEC.	\$53.63	\$54.05	\$0.42	0.78%
ACCOUNTANT	\$71.44	\$70.53	(\$0.92)	-1.28%
ASST. FIRE APPARATUS TECHNICIAN	\$54.32	\$54.75	\$0.43	0.79%
ASSISTANT FIRE MARSHAL	\$90.51	\$92.48	\$1.97	2.18%
ASSISTANT IT MANAGER	\$83.03	\$83.20	\$0.17	0.21%
COMMUNICATIONS TECHNICIAN	\$58.68	\$60.42	\$1.74	2.97%
EMERGENCY TRANSPORTATION TECH.	\$22.70	\$25.61	\$2.91	12.82%
FIRE APPARATUS TECHNICIAN	\$63.05	\$61.28	(\$1.77)	-2.81%
FIRE COMM RELAT/ED SUPERVISOR	\$73.18	\$69.46	(\$3.72)	-5.09%
FIRE COMMUNICATIONS DISPATCHER	\$62.01	\$63.83	\$1.82	2.94%
FIRE COMMUNICATIONS SUPERVISOR	\$69.12	\$71.16	\$2.03	2.94%
FIRE COMM RELAT/ED SPECIALIST	\$63.64	\$59.88	(\$3.76)	-5.91%
FIRE EQUIPMENT TECHNICIAN	\$41.75	\$41.84	\$0.09	0.23%
FIRE HELICOPTER TECHNICIAN	\$73.56	\$77.22	\$3.66	4.97%
FLEET SERVICES COORDINATOR	\$72.86	\$75.01	\$2.15	2.95%
FLEET SERVICES SUPERVISOR	\$77.01	\$78.67	\$1.66	2.16%
GENERAL LABORER	\$31.63	\$32.39	\$0.75	2.38%
GIS ANALYST	\$64.32	\$72.40	\$8.07	12.55%
INFORMATION TECHNOLOGY ANALYST	\$86.09	\$88.63	\$2.54	2.95%
INFORMATION TECHNOLOGY SUPERVISOR	n/a	\$112.54	n/a	n/a
MEDICAL DIRECTOR	\$84.27	\$84.44	\$0.17	0.21%
ASST. PURCHASING AGENT	n/a	\$62.87	n/a	n/a
PURCHASING MANAGER	n/a	\$84.44	n/a	n/a
RESERVE FIREFIGHTER	\$2.01	\$2.01	\$0.00	0.06%
SERVICE CENTER LEAD	\$67.16	\$69.16	\$1.99	2.97%
SERVICE CENTER SUPERVISOR	\$81.65	\$83.44	\$1.79	2.19%
SR. ACCOUNTANT	\$63.91	\$61.39	(\$2.52)	-3.95%
SR. COMMUNICATIONS TECHNICIAN	\$66.93	\$68.90	\$1.97	2.95%
SR. FIRE APPARATUS TECHNICIAN	\$67.18	\$65.78	(\$1.40)	-2.09%
SR. FIRE COMMUNICATIONS SUPV.	\$77.00	\$79.28	\$2.28	2.97%
SR. FIRE EQUIPMENT TECHNICIAN	\$54.07	\$55.26	\$1.19	2.20%
SR. FIRE HELICOPTER TECHNICIAN	\$82.11	\$83.90	\$1.79	2.18%
SR. INFO TECHNOLOGY ANALYST	\$103.52	\$105.16	\$1.64	1.58%
WILDLAND FIRE DEFENSE PLANNER	\$78.85	\$81.19	\$2.34	2.97%
MUTUALLY BENEFICIAL RATES:				
HAND CREW (FIREFIGHTER)	\$16.55	\$18.80	\$2.25	13.60%
HAND CREW SUPERVISOR (STAFF FIRE CAPTAIN)	\$51.65	\$53.27	\$1.62	3.14%
HAND CREW SUPERVISOR (STAFF FIRE APP. ENGINEER)	\$44.60	\$45.50	\$0.90	2.02%
HAND CREW SUPERVISOR (STAFF FIREFIGHTER)	\$37.97	\$27.79	(\$10.18)	-26.81%
HEAVY FIRE EQUIPMENT OPERATOR	\$52.22	\$50.48	(\$1.74)	-3.33%
SWAMPER	n/a	\$16.71	N/A	N/A

ORANGE COUNTY FIRE AUTHORITY
COST REIMBURSEMENT RATES FOR CAL OES BILLINGS ONLY
PERSONNEL
EFFECTIVE JULY 1, 2015

CLASSIFICATION	2014/15 ADOPTED RATE (1)			2015/16 PROPOSED RATE (1)	\$ CHANGE	% CHANGE
SUPPRESSION POSITIONS						
FIRE DIVISION CHIEF	\$151.01			\$149.59	(\$1.42)	-0.94%
FIRE BATTALION CHIEF	\$90.57			\$90.04	(\$0.53)	-0.59%
HAND CREW (FIREFIGHTER)	\$31.14			\$35.26	\$4.12	13.23%
HAND CREW SUPERVISOR (STAFF FIRE CAPTAIN)	\$97.19			\$99.92	\$2.73	2.81%
HAND CREW SUPERVISOR (STAFF FIRE APP. ENGINEER)	\$83.93			\$85.35	\$1.42	1.69%
HAND CREW SUPERVISOR (STAFF FIREFIGHTER)	\$71.45			\$52.13	(\$19.32)	-27.04%
HEAVY FIRE EQUIPMENT OPERATOR	\$98.27			\$94.69	(\$3.58)	-3.64%
FIRE PILOT	\$87.54			\$65.99	(\$21.55)	-24.62%
LEAD FIRE PILOT	\$97.08			\$76.29	(\$20.79)	-21.42%
NON-SUPPRESSION POSITIONS						
CLASSIFICATION	2014/15 ADOPTED RATE (1)	2014/15 ADOPTED OVERTIME RATE	2015/16 PROPOSED REGULAR RATE (1)	2015/16 PROPOSED OT RATE (1)	\$ CHANGE	% CHANGE
SR. ACCT. SUPPORT SPEC.	\$55.77	\$53.63	\$55.63	\$54.05	\$0.42	0.78%
ACCOUNTANT	\$72.32	\$71.44	\$70.73	\$70.53	(\$0.92)	-1.28%
ASST. FIRE APPARATUS TECHNICIAN	\$56.91	\$54.32	\$56.73	\$54.75	\$0.43	0.79%
ASSISTANT FIRE MARSHAL	\$90.03	\$90.51	\$90.84	\$92.48	\$1.97	2.18%
ASSISTANT IT MANAGER	\$130.12	\$83.03	\$131.26	\$83.20	\$0.17	0.21%
COMMUNICATIONS TECHNICIAN	\$60.46	\$58.68	\$61.46	\$60.42	\$1.74	2.97%
EMERGENCY TRANSPORTATION TECH.	\$27.04	\$22.70	\$29.56	\$25.61	\$2.91	12.82%
FIRE APPARATUS TECHNICIAN	\$65.03	\$63.05	\$62.72	\$61.28	(\$1.77)	-2.81%
FIRE COMM RELAT/ED SUPERVISOR	\$73.94	\$73.18	\$69.74	\$69.46	(\$3.72)	-5.09%
FIRE COMMUNICATIONS DISPATCHER	\$63.54	\$62.01	\$64.58	\$63.83	\$1.82	2.94%
FIRE COMMUNICATIONS SUPV.	\$70.15	\$69.12	\$71.31	\$71.16	\$2.03	2.94%
FIRE COMM RELAT/ED SPECIALIST	\$65.07	\$63.64	\$60.97	\$59.88	(\$3.76)	-5.91%
FIRE EQUIPMENT TECHNICIAN	\$45.23	\$41.75	\$44.90	\$41.84	\$0.09	0.23%
FIRE HELICOPTER TECHNICIAN	\$74.78	\$73.56	\$77.31	\$77.22	\$3.66	4.97%
FLEET SERVICES COORDINATOR	\$73.63	\$72.86	\$74.84	\$75.01	\$2.15	2.95%
FLEET SERVICES SUPERVISOR	\$77.99	\$77.01	\$78.65	\$78.67	\$1.66	2.16%
GENERAL LABORER	\$35.83	\$31.63	\$36.23	\$32.39	\$0.75	2.38%
GIS ANALYST	\$65.70	\$64.32	\$72.43	\$72.40	\$8.07	12.55%
INFORMATION TECHNOLOGY ANALYST	\$85.91	\$86.09	\$87.31	\$88.63	\$2.54	2.95%
INFORMATION TECHNOLOGY SUPERVISOR	n/a	n/a	\$109.23	\$112.54	n/a	n/a
MEDICAL DIRECTOR	\$131.84	\$84.27	\$133.00	\$84.44	\$0.17	0.21%
ASST. PURCHASING AGENT	n/a	n/a	\$63.70	\$62.87	n/a	n/a
PURCHASING MANAGER	n/a	n/a	\$133.00	\$84.44	n/a	n/a
RESERVE FIREFIGHTER	\$2.80	\$2.01	\$2.80	\$2.01	\$0.00	0.06%
SERVICE CENTER LEAD	\$68.33	\$67.16	\$69.47	\$69.16	\$1.99	2.97%
SERVICE CENTER SUPERVISOR	\$82.30	\$81.65	\$83.02	\$83.44	\$1.79	2.19%
SR. ACCOUNTANT	\$103.50	\$63.91	\$100.80	\$61.39	(\$2.52)	-3.95%
SR. COMMUNICATIONS TECHNICIAN	\$68.12	\$66.93	\$69.23	\$68.90	\$1.97	2.95%
SR. FIRE APPARATUS TECHNICIAN	\$68.86	\$67.18	\$66.83	\$65.78	(\$1.40)	-2.09%
SR. FIRE COMMUNICATIONS SUPV.	\$77.47	\$77.00	\$78.74	\$79.28	\$2.28	2.97%
SR. FIRE EQUIPMENT TECHNICIAN	\$56.68	\$54.07	\$57.19	\$55.26	\$1.19	2.20%
SR. FIRE HELICOPTER TECHNICIAN	\$82.73	\$82.11	\$83.44	\$83.90	\$1.79	2.18%
SR. INFO TECHNOLOGY ANALYST	\$102.12	\$103.52	\$102.47	\$105.16	\$1.64	1.58%
WILDLAND FIRE DEFENSE PLANNER	\$79.20	\$78.85	\$80.50	\$81.19	\$2.34	2.97%

Notes:

- Includes OCFA Proposed Indirect Cost Rate of 13.89%. (13.22% for FY 2014/15)
- Paramedic (\$4.35/hr), HazMat (\$2.17/hr) and HazMat Paramedic (\$5.07/hr) specialty pays are now included in the FC, FAE and FF average rates per Cal EMA approved methodology.

ORANGE COUNTY FIRE AUTHORITY
COST REIMBURSEMENT RATES
EQUIPMENT
EFFECTIVE JULY 1, 2015

DESCRIPTION	2014/15 RATE	2015/16 RATE	\$ CHANGE	% CHANGE	SOURCE
TYPE 1 ENGINE	\$85.00	\$85.00	\$0.00	0.00%	FEMA
TYPE 2 ENGINE	\$70.00	\$70.00	\$0.00	0.00%	FEMA
TYPE 3 ENGINE	\$70.00	\$70.00	\$0.00	0.00%	FEMA
TRUCK/QUINT	\$85.00	\$85.00	\$0.00	0.00%	FEMA
PATROL UNIT (Type 6/ Swift Water Rescue)	\$70.00	\$70.00	\$0.00	0.00%	FEMA
AIRPORT CRASH UNIT	\$85.00	\$85.00	\$0.00	0.00%	FEMA
CREW CARRYING VEHICLE	\$20.00	\$20.00	\$0.00	0.00%	FEMA
DOZER TRANSPORT	\$65.25	\$65.25	\$0.00	0.00%	FEMA
DOZER	\$65.00	\$65.00	\$0.00	0.00%	FEMA
DOZER TRAILER	\$12.50	\$12.50	\$0.00	0.00%	FEMA
DOZER TENDER	\$20.00	\$20.00	\$0.00	0.00%	FEMA
GRADER	\$58.00	\$58.00	\$0.00	0.00%	FEMA
LOADER	\$40.00	\$40.00	\$0.00	0.00%	FEMA
DUMP TRUCK	\$65.00	\$65.00	\$0.00	0.00%	FEMA
CHIPPER	\$21.75	\$21.75	\$0.00	0.00%	FEMA
COMPACT TRACK LOADER	\$22.00	\$22.00	\$0.00	0.00%	FEMA
MEDIC UNIT	\$4.54	\$96.00	n/a	n/a	Cal OES
MECHANIC SERVICE TRUCK	\$3.58	\$96.00	\$92.42	n/a	Cal OES
WATER TENDER	\$31.00	\$31.00	\$0.00	0.00%	FEMA
FUEL TENDER	\$31.00	\$31.00	\$0.00	0.00%	FEMA
AIR/LIGHT UTILITY	\$24.00	\$24.00	\$0.00	0.00%	FEMA
FIRE COMMAND UNIT	\$20.00	\$20.00	\$0.00	0.00%	FEMA
SPORT UTILITY VEHICLE	\$4.00	\$96.00	\$92.00	n/a	Cal OES
PICKUP (less than 3/4 ton)	\$3.58	\$96.00	\$92.42	n/a	Cal OES
SEDAN	\$1.96	\$47.00	\$45.04	n/a	Cal OES
VAN	\$4.54	\$109.00	\$104.46	n/a	Cal OES
OTHER (3/4 ton and above)	n/a	\$96.00	n/a	n/a	Cal OES
HAZMAT (Unit 4)	\$85.00	\$85.00	\$0.00	0.00%	FEMA
HAZMAT (Unit 79)	\$85.00	\$85.00	\$0.00	0.00%	FEMA
HAZMAT (Unit 204)	\$20.00	\$20.00	\$0.00	0.00%	FEMA
HELICOPTER - BELL SUPER HUEY	\$1,473.29	\$1,187.68	(\$285.61)	-19.39%	OCFA
HELICOPTER - BELL 412	\$5,090.51	\$4,817.79	(\$272.72)	-5.36%	OCFA

Notes:

1. Helicopter rates are based on 20 years useful life without the pilot and crew chief (Captain). The new rate reflects average usage for the past four years.
2. FY15/16 vehicle rates are hourly except for those from Cal OES source are daily rates



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 23, 2015

Agenda Item No. 5B
Discussion Calendar

Fire Station 56 – Notice of Completion

Contact for Further Information

Mike Schroeder, Assistant Chief
Support Services Department

michaelschroeder@ocfa.org

714.573.6008

Steve Chambers, Property Manager

stevechambers@ocfa.org

714.573.6471

Summary

This item seeks to inform the Board of Directors of the completion of newly constructed Fire Station 56 (Sendero Ranch) and seeks approval of and direction to record the project's Notice of Completion.

Prior Board/Committee Action(s)

Construction of Fire Station 56 was authorized by the Board of Directors at its January 24, 2014, meeting with a total budget for design and construction of \$5,250,000.

Recommended Action(s)

1. Receive and file the Notice of Completion, of Fire Station 56, Sendero Ranch.
2. Approve the Notice of Completion of Fire Station 56 dated July 10, 2015.
3. Approve and authorize staff to record the Notice of Completion with the County of Orange.

Impact to Cities/County:

None

Fiscal Impact

Fire Station 56 was delivered on schedule and within budget.

Background

Erickson–Hall Construction was provided Notice to Proceed with construction on August 4, 2014. The design and construction processes with the Orange County Building Department, the master developer, and the Sendero Ranch Community Association were cooperative and effective. Fire Station 56 was delivered, occupied, and operational on July 10, 2015. A report of the total cost will be made available to the Board, as soon as all invoices have been finalized.

Staff is seeking approval to proceed with the recordation of the Notice of Completion, which is needed to provide a terminal date of construction for the attendant contractor, subcontractors, supplier processes, and actions. This recorded document finalizes the project's completion date, which creates a claim deadline for parties connected with the project. To date, there have been no claims filed against this project.

Attachment(s)

Notice of Completion

RECORDING REQUESTED BY:

Orange County Fire Authority

AND WHEN RECORDED MAIL TO:

Orange County Fire Authority

1 Fire Authority Rd. PO Box 57115

Irvine, CA 92619

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.:

Order No.:

Escrow No.:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is Orange County Fire Authority

3. The FULL ADDRESS of the OWNER is 1 Fire Authority Road, PO Box 57115, Irving, CA 92619.

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: Owner of OCFA Fire Station 56

_____ in fee.

5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES

ADDRESSES

Rancho Mission Viejo LLC

2881 Ortega HWY, San Juan Capistrano, CA 92675

7. A work of improvement on the property hereinafter described was COMPLETED July 10, 2015

8. The work of improvement completed is described as follows:

New construction of Orange County Fire Authority Fire Station 56, Sendero Ranch

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is:

Erickson - Hall Construction

10. The street address of said property is 500 Corporate Drive, Escondido, CA 92029

11. The property on which said work of improvement was completed is in the City of (Unincorporated), County of Orange, State of California, and is described as follows:

Date: _____

(Signature of Owner or agent of owner)

Jeff Bowman, Fire Chief, Orange County Fire Authority

Verification for INDIVIDUAL owner _____:
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

(Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the _____ ("PRESIDENT, PARTNER, MANAGER, AGENT, ETC.") of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

(Signature of person signing on behalf of owner)



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 23, 2015

Agenda Item No. 5C
Discussion Calendar

Status Reports for Third Amendment to the JPA Agreement and AB 1217

There are no supportive materials for this item.

This will be an oral report.

**Orange County Fire Authority
Member Agency Meetings**

In connection with Agenda Item No. 5C
07/23/15 Board Meeting

2015 Third Amendment to Amended JPA (Board Alternates)

	Agency	Scheduled Meeting	Agenda Placement	OCFA Staff	Action Taken		
					Vote	Comments	Received
1	Villa Park	Monday, July 6, 5 pm	Item 1 - Discussion	Concepcion	5-0 Approved		
2	Mission Viejo	Monday, July 6, 6 pm	Item 31 - Discussion	Abel	5-0 Approved		07/21/15
3	Santa Ana	Tuesday, July 7, 5:45 pm	Item 55E - Discussion	Leonard	6-0 Approved	Reyna absent	
4	San Clemente	Tuesday, July 7, 6 pm	Item M - Consent	Abel	5-0 Approved		
5	La Palma	Tuesday July 7, 7 pm	Item 12 - Discussion	Steffen	5-0 Approved		07/16/15
6	Laguna Niguel	Tuesday, July 7, 7 pm	Item 5 - Consent	Brice	5-0 Approved		
7	Lake Forest	Tuesday, July 7, 7 pm	Item 18 - Discussion	Zeller	3-1 Approved	Nick voted no; Voigts absent	
8	Placentia	Tuesday, July 7, 7 pm	Item 1.i - Consent	Covey	3-1 Approved	Wanke voted no; Underhill absent	07/21/15
9	Tustin	Tuesday, July 7, 7 pm	Item 13 - Discussion	Concepcion	5-0 Approved		
10	Laguna Woods	Wednesday, July 8, 3:30 pm	Item 8.1 - Discussion	Brice	5-0 Approved		
11	Rancho Santa Marg.	Wednesday, July 8, 7 pm	Item 7.2 - Discussion	Abel	4-0 Approved	Beall absent	07/20/15
12	Westminster	Wednesday, July 8, 7 pm	Item 8.1 - Discussion	Cruz	5-0 Approved		
13	Cypress	Monday, July 13, 7 pm	Item 4 – New Bus.	Steffen	4-0 Approved	Yarc absent	
14	Buena Park	Tuesday, July 14, 5 pm	Item 13 – New Bus.	Steffen	5-0 Approved		
15	Stanton	Tuesday, July 14, 6:30 pm	Item 9F - Consent	Steffen	5-0 Approved		07/21/15
16	Laguna Hills	Tuesday, July 14, 7 pm	Item 3.8 - Consent	Brice	5-0 Approved		07/21/15
17	Los Alamitos	Tuesday, July 21, 6 pm	Item 81 - Consent	Cruz	5-0 Approved		
18	County	Tuesday, July 21, 9:30 am	Item 20 - Discussion	Barkman	4-1 Rejected	Nelson supported	NA
19	Yorba Linda	Tuesday, July 21, 6:30 pm	Item 9 - Consent	Concepcion	5-0 Approved		
20	San Juan Capistrano	Tuesday, July 21, 6 pm	Item I.2 - Manic	Abel	5-0 Approved		
21	Seal Beach	Monday July 27, 7 pm	TBD	Cruz			
22	Aliso Viejo	Wednesday, August 5, 7 pm	TBD	Brice			
23	Irvine	Tuesday, August 11 4 pm	TBD	McKeown			
24	Dana Point	September 1 or 15	TBD	Abel			

XX = Will consider next week Redline = JPA Approved with required 2/3 vote by 16 member agencies



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 23, 2015

Agenda Item No. 5D
Discussion Calendar

Legislative Update Regarding Drone Restrictions

Contact(s) for Further Information

Sandy Cooney, Director Corporate Communications	sandycooney@ocfa.org	714.573.6801
Jay Barkman, Legislative Analyst	jaybarkman@ocfa.org	714.573.6048

Summary

This item is to consider legislative positions on bills addressing the interference by drones with wildfire incidents.

Prior Board/Committee Action

The Executive Committee at its July 16, 2015, meeting directed this item be agendaized for this evening's Board meeting.

Recommended Action(s)

~~Discuss and provide position recommendations.~~ Support SB 167, S.1608, and H.R. 3025 as currently written.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

At the Board of Directors meeting on June 25, 2015, Director Spitzer requested staff to conduct research on legislation regarding the use of drones near wildfires. That research was provided in a July 16 memo to Assistant Chief Thomas and forwarded to Director Spitzer and the Executive Committee. Subsequently, the Executive Committee directed that identified legislation be agendaized for the Board to consider adoption of legislative positions. Following last week's Executive Committee meeting, an additional bill, HR 3025, was identified and is included for the Board's consideration.

Staff has identified three bills for your consideration as directed by the Executive Committee during its July 16 meeting. Staff believes that all three bills identified are worthy of the Board's support (see the attached matrix). At the discretion of the Chair, these bills could be considered together or individually.

See attached extended background for additional information and links to the bills.

Attachment(s)

1. Memo to Assistant Chief Dave Thomas regarding Drone Legislative Research dated 07/16/15
2. Legislative Matrix

STATE LEGISLATION

SB 167 by Senator Ted Gaines (R-El Dorado)

Amended: July 14, 2015

Location: Senate Rules Committee

Link to bill text: [SB 167 Bill Text](#)

Background: On July 14, 2015, this bill was “gut and amended” making it a misdemeanor to operate a drone over a wildfire incident. In the case of an intentional reckless operation of a drone the bill imposes penalties of up to 6 months in county jail, or a fine of \$5,000, or both. For non-intentional operation of a drone over a wildfire the fine would range from \$200 to \$2,000.

The penalties imposed by the bill will increase awareness of the risk posed by drones to firefighting personnel. The author states in their background sheet that the bill “is in response to a string of recent disturbing reports indicating that private drones operating over wildfires have grounded all aircraft.”

The OCFA has identified the following recent incidents where drones have interfered with operations:

- **North Fire, July 2015:** On July 18, 2015 drones forced the temporary halt to operations on a fire in the El Cajon Pass that damaged property and forced people to flee their cars on Interstate 15.
- **Mill 2 Fire, July 2015:** On July 12, 2015, air drops came to a temporary halt when crews spotted a drone. No information is known about who was operating the drone.
- **Lake Fire, June 2015:** News reports described an incident commander spotting a “hobby drone” near a drop site forcing an air tanker and two smaller planes to turn back. Another drone was spotted by the planes as they returned to their nearby base.

FEDERAL LEGISLATION

S.1608 by US Senator Dianne Feinstein (D-CA)

Introduced: June 18, 2015

Location: Senate Committee on Commerce,
Science, and Transportation

Link to bill text: [S.1068 Bill Text](#)

Background: On June 18, 2015, Senator Feinstein introduced the Consumer Drone Safety Act to require stricter regulation of consumer drones. The bill directs the Federal Aviation Administration (FAA) to develop rules regulating drones used for “hobby or recreational use.” The bill directs the FAA to consider a maximum altitude for consumer drones and circumstances, conditions, or areas where flights should be restricted.

The bill directs the FAA to adopt rules requiring consumer drones sold in the United States to have technological means for detection by pilots and air traffic controllers. Also, educational materials are required to be provided to a purchaser of a consumer drone.

US H.R. 3025 by Representative Paul Cook (R-CA 08)

Introduced: July 10, 2015

Location: House Committee on Judiciary

Link to bill text: [H.R. 3025 Bill Text](#)

Background: This bill imposes a fine or imprisonment up to five years for any individual who “knowingly launches a drone” in a place near a wildfire and is “reckless” in their interference with federal firefighting efforts.


The bill focuses on drone operators who interfere with federal departments, agencies and their personnel or property engaged in wildland firefighting. The OCFA provides resources and personnel when requested by the U.S. Forest Service. This bill may protect the OCFA and personnel when resources are deployed outside of California.

Orange County Fire Authority
Legislative Section

M E M O

DATE: July 16, 2015

TO: Dave Thomas, Assistant Fire Chief

FROM: Sandy Cooney/Director of Communications
Jay Barkman/Legislative Analyst 

SUBJECT: Drone Legislative Research

Aerial Firefighting and Drone Background

During a wildfire, firefighting agencies may request and receive authorization for a temporary flight restriction (TFR) to restrict commercial and privately piloted aircraft from impeding aerial operations. Recent incidents have highlighted the problem with drones entering airspace when a TFR is in place. As Assistant Chief Young stated at OCFA's June 25 Board of Directors meeting, the Federal Aviation Administration (FAA) is actively reviewing policy for drone use in national airspace.

Additionally, CAL FIRE reinforced with their personnel in a May 18 memo, "*incident commanders and air operations personnel should not hesitate to request a TFR early...and be prepared to ground air resources*" if a drone in the area poses a risk.

Earlier this year, CAL FIRE Director Ken Pimlott noted in a letter to Senator Feinstein two areas of particular concern. First, the lack of transponders or similar devices prevents firefighting aircraft from knowing that drones are in the area. Second, there is a lack of public awareness on the existence of restricted airspace over fires, and more importantly, that flying drones over incidents poses a risk to firefighting aircraft and personnel.

There is no tracking of total incidents where drone interference has affected fire operations but recent examples include:

- **Mill 2 Fire, July 2015:** On July 12, 2015, air drops came to a temporary halt when crews spotted a drone. No information is known about who was operating the drone.
- **Lake Fire, June 2015:** News reports described an incident commander spotting a "hobby drone" near a drop site forcing an air tanker and two smaller planes to turn back. Another drone was spotted by the planes as they returned to their nearby base.
- **Pasqualie Fire, September 2014:** A CAL FIRE helicopter was forced to make a "hard break to avoid a collision" with a drone prior to landing. It was determined the individual using the drone was "likely unaware of the risk posed by his actions."

Legislative Action

On June 18, 2015, Senator Feinstein introduced a bill, S 1608, requiring stricter regulation of “consumer drones.” OCFA’s legislative section is reviewing this bill in conjunction with our federal lobbyists and CAL FIRE legislative staff.

OCFA’s legislative section has identified five active state bills that seek to regulate use of drones. On July 14, 2015, Senator Ted Gaines amended his bill, SB 167, to specifically address the issue of drones over wildfire incidents. Below is a summary of this and other active state bills:

SB 167 (Gaines): On July 14, 2015, this bill was “gut and amended” making it a misdemeanor to operate a drone over a wildfire incident. In the case of an intentional reckless operation of a drone the bill imposes penalties of up to 6 months in county jail, or a fine of \$5,000, or both. For non-intentional operation of a drone over a wildfire the fine would range from \$200 to \$2,000.

AB 56 (Quirk): Prohibits law enforcement use of drones except under specified exceptions including obtaining a warrant. Also, requires data and images captured by drones to be destroyed within one year.

SB 142 (Jackson): Expands civil liabilities and the definition of trespass to include flying a drone under 350 feet and over private property. Individuals would be subject to civil penalties.

SB 170 (Gaines): Provides that it is a misdemeanor to fly a drone over a correctional facility subject to six months in jail or a \$1,000 fine.

SB 271 (Gaines): Provides that it is an infraction to fly a drone over a school and under 350 feet during school hours, and without permission of the school’s principal. Also, the bill prohibits the use of drones to capture images of school grounds without permission from the school’s principal.

Next Steps

OCFA’s legislative section will continue to coordinate with our lobbyists and CAL FIRE on Senator Feinstein’s bill, Senator Gaines’ recent bill, and other relevant federal and state legislation for OCFA board review.

At the local level there may be the ability for legislative restrictions or penalties to be imposed. Further research should be directed to OCFA legal counsel or County Counsel regarding the overlap of FAA and local legislative or regulatory authority.

We are also able to provide any additional information on any of the listed bills.

cc: Jeff Bowman, Fire Chief
Brian Young, Assistant Fire Chief

OCFA Legislative Matrix
Board of Directors Meeting July 23, 2015

California State Legislation				
Bill	Introduced/Amended	Author	Location	Recommended Action
SB 167	Introduced July 14, 2015 “Gut and Amend”	Senator Ted Gaines (R-El Dorado) Principal Co-Author Mike Gatto (D-Glendale)	Senate Rules Committee	Support
Summary	Makes it a misdemeanor to operate a drone over a wildfire incident. In the case of intentional reckless operation of a drone, the bill imposes penalties of up to six months in county jail, or a fine of \$5,000, or both. For non-intentional operation of a drone over a wildfire incident, the fine would range from \$200 to \$2,000.			
Timeline	<ul style="list-style-type: none"> • Senate Rules Committee Pending committee assignment • Legislative recess, no bill hearings 07/17/15-08/17/15 • Legislature reconvenes, fiscal bills must be reported out 08/17/15-08/28/15 • Floor Session only, bills must pass by midnight September 11 08/31/15-09/11/15 			
Federal Legislation				
Bill	Introduced/Amended	Author	Location	Recommended Action
S. 1608	Introduced June 18, 2015	Senator Dianne Feinstein (D-CA)	Senate Committee on Commerce, Science, and Transportation	Support
Summary	Directs the Federal Aviation Administration (FAA) to develop rules regulating drones used for “hobby or recreational use.” The bill directs the FAA to consider a maximum altitude for consumer drones, and circumstances, conditions, or areas where flights should be restricted. The bill would also require technological means for detection of drones by pilots and air traffic controllers.			
Timeline	<ul style="list-style-type: none"> • Senate Committee on Commerce, Science, and Transportation No hearing date set 			
Bill	Introduced/Amended	Author	Location	Recommended Action
H.R. 3025	Introduced July 10, 2015	Representative Paul Cook (R-CA 08)	House Committee on Judiciary	Support
Summary	Imposes a fine or imprisonment of up to five years for any individual who, “knowingly launches a drone” in a place near a wildfire incident, and is “reckless” in their interference with federal firefighting efforts.			
Timeline	<ul style="list-style-type: none"> • House Committee on Judiciary No hearing date set 			



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
July 23, 2015

Agenda Item No. 5D
Discussion Calendar

Legislative Update Regarding Drone Restrictions

Contact(s) for Further Information

Sandy Cooney, Director Corporate Communications	sandycooney@ocfa.org	714.573.6801
Jay Barkman, Legislative Analyst	jaybarkman@ocfa.org	714.573.6048

Summary

This item is to consider legislative positions on bills addressing the interference by drones with wildfire incidents.

Prior Board/Committee Action

The Executive Committee at its July 16, 2015, meeting directed this item be agendized for this evening's Board meeting.

Recommended Action(s)

Discuss and provide position recommendations.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

At the Board of Directors meeting on June 25, 2015, Director Spitzer requested staff to conduct research on legislation regarding the use of drones near wildfires. That research was provide in a July 16 memo to Assistant Chief Thomas and forwarded to Director Spitzer and the Executive Committee. Subsequently, the Executive Committee directed that identified legislation be agendized for the Board to consider adoption of legislative positions. Following last week's Executive Committee meeting an additional bill, HR 3025, was identified and is included for the Board's consideration.

See attached extended background for additional information and links to the bills.

Attachment(s)

Memo to Assistant Chief Dave Thomas regarding Drone Legislative Research dated 07/16/15

STATE LEGISLATION

SB 167 by Senator Ted Gaines (R-El Dorado)

Amended: July 14, 2015

Location: Senate Rules Committee

Link to bill text: [SB 167 Bill Text](#)

Background: On July 14, 2015, this bill was “gut and amended” making it a misdemeanor to operate a drone over a wildfire incident. In the case of an intentional reckless operation of a drone the bill imposes penalties of up to 6 months in county jail, or a fine of \$5,000, or both. For non-intentional operation of a drone over a wildfire the fine would range from \$200 to \$2,000.

The penalties imposed by the bill will increase awareness of the risk posed by drones to firefighting personnel. The author states in their background sheet that the bill “is in response to a string of recent disturbing reports indicating that private drones operating over wildfires have grounded all aircraft.”

The OCFA has identified the following recent incidents where drones have interfered with operations:

- **North Fire, July 2015:** On July 18, 2015 drones forced the temporary halt to operations on a fire in the El Cajon Pass that damaged property and forced people to flee their cars on Interstate 15.
- **Mill 2 Fire, July 2015:** On July 12, 2015, air drops came to a temporary halt when crews spotted a drone. No information is known about who was operating the drone.
- **Lake Fire, June 2015:** News reports described an incident commander spotting a “hobby drone” near a drop site forcing an air tanker and two smaller planes to turn back. Another drone was spotted by the planes as they returned to their nearby base.

FEDERAL LEGISLATION

S.1608 by US Senator Dianne Feinstein (D-CA)

Introduced: June 18, 2015

Location: Senate Committee on Commerce,
Science, and Transportation

Link to bill text: [S.1068 Bill Text](#)

Background: On June 18, 2015, Senator Feinstein introduced the Consumer Drone Safety Act to require stricter regulation of consumer drones. The bill directs the Federal Aviation Administration (FAA) to develop rules regulating drones used for “hobby or recreational use.” The bill directs the FAA to consider a maximum altitude for consumer drones and circumstances, conditions, or areas where flights should be restricted.

The bill directs the FAA to adopt rules requiring consumer drones sold in the United States to have technological means for detection by pilots and air traffic controllers. Also, educational materials are required to be provided to a purchaser of a consumer drone.

US H.R. 3025 by Representative Paul Cook (R-CA 08)

Introduced: July 10, 2015

Location: House Committee on Judiciary

Link to bill text: [H.R. 3025 Bill Text](#)

Background: This bill imposes a fine or imprisonment up to five years for any individual who “knowingly launches a drone” in a place near a wildfire and is “reckless” in their interference with federal firefighting efforts.


The bill focuses on drone operators who interfere with federal departments, agencies and their personnel or property engaged in wildland firefighting. The OCFA provides resources and personnel when requested by the U.S. Forest Service. This bill may protect the OCFA and personnel when resources are deployed outside of California.

Orange County Fire Authority
Legislative Section

M E M O

DATE: July 16, 2015

TO: Dave Thomas, Assistant Fire Chief

FROM: Sandy Cooney/Director of Communications
Jay Barkman/Legislative Analyst 

SUBJECT: Drone Legislative Research

Aerial Firefighting and Drone Background

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cc: Jeff Bowman, Fire Chief
Brian Young, Assistant Fire Chief

Additional Materials Provided
to the Board of Directors during
its 07/23/15 Special Meeting

OCFA Fire Chief's FY 14/15 Domain Objectives and Initiatives



OCFA Board of Directors
July 23, 2015

FY14/15 DOMAIN OBJECTIVES/INITIATIVES ORANGE COUNTY FIRE AUTHORITY Jeff Bowman, Fire Chief		Not Started	In Progress	Completed	Target Date
Improve OCFA Communications at All Levels					∞
Initiative 1.1 – Provide consistent, relevant, and timely communications between the OCFA staff and Board of Directors	CAPA	<ul style="list-style-type: none"> Expanded or established communications methods; daily media reports, daily news emails, board advisories, board news alerts, and legal board advisories 			<u>10/31/14</u> ∞
Initiative 1.2 – Provide consistent, relevant, and timely communications between the OCFA staff and the media	CAPA	<ul style="list-style-type: none"> Developed proactive approach; increased positive coverage, managed and resolved internal issues to reduce negative coverage 			<u>6/30/15</u> ∞
Initiative 1.3 – Develop and implement a restructured community relations/outreach program	CAPA	<ul style="list-style-type: none"> Build foundation of community-based organizations as an OCFA resource, info delivery network Estimated at 85% completed 			<u>6/30/15</u> Carry forward to FY 2015/16 Plan
Initiative 1.4 – Consistently deliver internal communications via station site visits, written monthly updates, video newsletter appearances, all-hands meetings, and other opportunities	CAPA	<ul style="list-style-type: none"> This includes, but is not limited to, an improved video newsletter format, written weekly staff reports, and through communications between departments and communications and public affairs Estimated at 85% completed 			<u>6/30/15</u> ∞
Establish Consistency in HR Functions and Improve Labor Relations					∞
Initiative 2.1 – Develop a professional standards unit for investigating complaints (internal and external), reports of rule violations, and employee misconduct	HR	<ul style="list-style-type: none"> Exploratory meetings held Stakeholder committee ID'd Flow chart drafted RFP needed Estimated at 50% completed 			<u>6/30/15</u> Carry forward to FY 2015/16 Plan
Initiative 2.2 – Oversee the implementation of the NEOGOV performance evaluation system	HR	<ul style="list-style-type: none"> Product acquisition completed Data analysis and download completed Vendor performing validation Testing and training to occur Estimated at 60% completed 			<u>4/2015</u> Carry forward to FY 2015/16 Plan

Initiative 2.3 – Oversee the evaluation and restructuring of promotional/recruitment processes for Battalion Chief, Fire Apparatus Engineer, and Fire Captain	HR	<ul style="list-style-type: none"> BC process revised; testing and selection administered with seven promotions Completed 	1/2015
		<ul style="list-style-type: none"> FAE process revised; testing and selection occurred with 21 passing testing and 19 in Academy Estimated at 90% completed 	<u>5/2015</u> Carry forward to FY 2015/16 Plan
		<ul style="list-style-type: none"> Fire Captain minimum qualification revision occurring; plan to open recruitment in June Estimated at 40% completed 	<u>6/2015</u> Carry forward to FY 2015/16 Plan
Initiative 2.4 – Oversee succession planning efforts at all levels of the OCFA	HR	<ul style="list-style-type: none"> Some succession planning occurring at department level To occur at organizational level when Organizational Training and Development is completed Estimated at 10% completed 	<u>6/2105</u> Carry forward to FY 2015/16 Plan
Initiative 2.5 – Oversee leadership/management development at all levels of the OCFA	HR	<ul style="list-style-type: none"> Leadership advisory committee developed Recruitment for Manager position in progress; 116 applications received; minimum qualification screening in progress Contract organizational development professional engaged to develop leadership platform; implementation forthcoming Estimated at 60% completed 	<u>6/2015</u> Carry forward to FY 2015/16 Plan
Conduct Analysis of Field Operations			∞
Initiative 3.1 – Establish working groups to address these key operational issues: (1) Air Ops staffing; (2) HazMat unit staffing; (3) US&R/technical rescue trucks staffing; (4) San Clemente Hospital closure; (5) Board operational training	Ops	(1) 24-hour staffing/operation approved by Board; 6-month study being evaluated	<u>6/30/15</u> 8/31/15
		(2) HMRT (HazMat) program and (3) Technical Truck Rescue Program improvements waiting on final action plans, approval, and recommendations from Exec <ul style="list-style-type: none"> Estimated at 80% completed 	<u>1/31/16</u> Carry forward to FY 2015/16 Plan
		(4) Provided concerns to SCL City Council; waiting for Memorial Care’s final decision	6/30/15
		(5) Developed and delivered Board training	3/31/15

Initiative 3.2 – Maintain connectivity with Orange County Medical Services Authority (OC EMSA) staff regarding ambulance ordinances	Ops	<ul style="list-style-type: none"> Attending monthly meetings with Fire Chiefs’ OC EMS Committee 	<u>6/30/15</u> ∞
Initiative 3.3 – Oversee review of workers’ compensation injury analysis (i.e. accident cost reduction efforts)	Ops	<ul style="list-style-type: none"> In process Estimated at 50% completed 	6/30/15
Initiative 3.4 – Oversee the active shooter incident (ASI) drill for headquarters staff	HR/Planning	<ul style="list-style-type: none"> ASI drill to occur in July; for BOD in August closed session Estimated at 75% completed 	<u>4/30/15</u> Carry forward to FY 2015/16 Plan
Focus on Fiscal Health			∞
Initiative 4.1 – Assess financial changes and make recommendations to further fiscal health	Business	<ul style="list-style-type: none"> 2015/16 proposed budget and change to W/C funding policy were approved by Board in May Recommended phase-in approach for funding service enhancements was approved by Board in April Phase-in approach for restoring frozen positions was approved with budget adoption 	6/30/15
Initiative 4.2 – Develop creative strategies relating to the Equity matter	Business	<ul style="list-style-type: none"> Met w/Supervisors to request they reconsider opposition to appeal Preparing draft plans to reconvene the Equity Committee if OCFA/Irvine do not prevail in appeal Estimated at 5% completed 	<u>6/30/16</u> Carry forward to FY 2015/16 Plan
Initiative 4.3 – Sustain financial discipline to continue the Accelerated Pension Paydown Plan	Business	<ul style="list-style-type: none"> The 2015/16 adopted budget and the 5-year financial forecast include continued accelerated payments Accelerated payments through the next 5 years = 37.5% of OCFA’s UAAL OCFA is on schedule for full payment of the pension liability 13 years from when we started our paydown plan, by 2025/26 	6/30/15
Initiative 4.4 – Coordinate with departments on performance improvement efforts	Business	<ul style="list-style-type: none"> Identifying performance improvement strategies Analyzing organization performance to identify gaps Identify and implement interventions that will enhance performance Monitor and evaluate enhancements to determine the effectiveness and need for revision Estimated at 5% completion 	6/30/15

Integrate a Customer Service Mindset into all OCFA Operations				∞
Initiative 5.1 – Reinforce customer service mindset in employees by providing activities and reminders (e.g. pocket cards) with the OCFA vision, mission, and guiding principles	OCFA Wide	<ul style="list-style-type: none"> Each department implementing as applicable Estimated at 15% completion 	6/30/15	
Initiative 5.2 – Integrate the new motto, “We visualize problems and solutions through the eyes of those we serve,” into the culture and practices	CRR	<ul style="list-style-type: none"> Discussed in CRR all-hands meeting; posted at front customer counter; incorporated in email signature blocks; staff seeking customer-oriented solutions 	6/30/15	
Oversee CAD/RMS Public Safety System Implementations				∞
Initiative 6.1 – Work through improvements/ updates to recently implemented CAD system	Support	<ul style="list-style-type: none"> Automated system for field input Estimated at 75% completion for initial deployment 	<u>6/30/16</u>	∞
		<ul style="list-style-type: none"> Continue modifications which enhance user interface and reduce response times Estimated at 95% completion 	6/30/16	∞
		<ul style="list-style-type: none"> Integration of AVL dispatching (Complete for OCFA) 	6/30/15	
		<ul style="list-style-type: none"> Integration of LIVE MUM (unit coverage software) to reduce response times County-wide implementation discussions occurring w/OC Chiefs Estimated at 5% completion 	6/30/16	
Initiative 6.2 – Create working groups to begin the records management system (RMS) program implementation	Support	<ul style="list-style-type: none"> Complete for Electronic Plan Review (EPR) 	6/30/15	
		<ul style="list-style-type: none"> Working on IFP, ICMS, & OCFIRS replacements Estimated at 10% completion 	12/30/15	
		<ul style="list-style-type: none"> Evaluating possible consultants Estimated at 10% completion 	3/30/16	
		<ul style="list-style-type: none"> Completed 2 RFP processes w/ no award of contract except EPR 	6/30/14	
		<ul style="list-style-type: none"> Need to evaluate possible use of Commercially Off The Shelf (COTS) software Estimated at 10% completion 	In process	

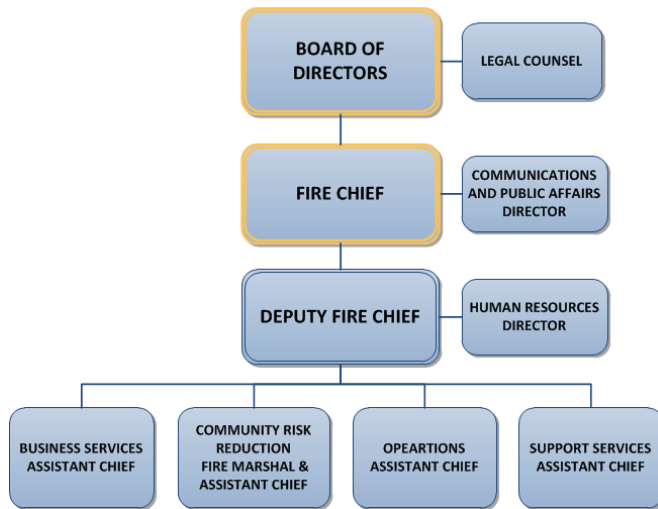
Oversee the Preparation of a Continuity of Operations Plan (COOP) for OCFA			∞
Initiative 7.1 – Ensure the agency is able to continue performance of essential functions under a broad range of disaster circumstances	Planning	<ul style="list-style-type: none"> • Initial launch complete • Outreach has begun • Evaluating grant options • Estimated at 5% completion 	<u>12/31/15</u> Carry forward to FY 2015/16 Plan
Initiative 7.2 – Identify and generate policy changes to allow for COOP implementation	Planning	<ul style="list-style-type: none"> • Initial development in progress • Estimated at 5% completion 	<u>12/31/15</u> Carry forward to FY 2015/16 Plan

ABBREVIATIONS: Business = Business Services Department, CAPA = Communications and Public Affairs Section, CCR = Community Risk Reduction, HR = Human Resources Department, Ops = Operations Department, Planning = Organizational Planning Department, and Support = Support Services Department

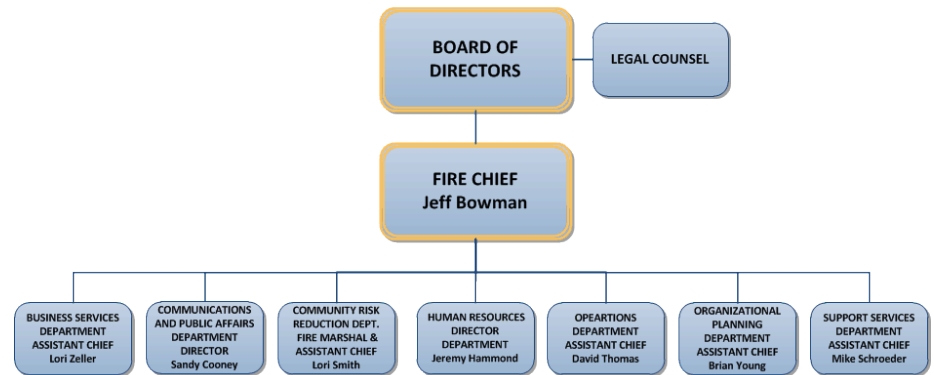




**OCFA Organization Chart
as of June 2014**



**OCFA Organization Chart
as of March 2015**



117°43'0"W

117°44'0"W

117°45'0"W

Considerations for SRA to LRA designation

- 250 acres or more and 3 or more habitable structures per acre.
- Incorporation
- Permanent agricultural (no fallow land)
- Contiguous to surrounding development

241 Fire
 CA-ORC-15069367
 July 15, 2015, Day 0600
 NAD 83 State Plane
 214 acres,
 7/14/2015 1200
 Map Page 1

*City of Orange
 LRA
 (OC Parks)*

SANTIAGO CANYON RD




241
 Fire
 Perimeter

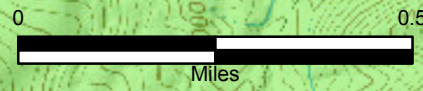
*Orange County
 Unincorporated
 SRA
 (OC Parks)*

*City of Irvine
 LRA*

As the state's contractor for SRA, OCFA is responsible for initial fire attack and is reimbursed by the state for all costs. Any cost recovered from RP is handled by state.

Legend

-  Fire Perimeter
-  City Boundaries
-  SRA



OCFA Board Chair Goals

Cultivate Organizational Excellence



OCFA Board of Directors
July 23, 2015



In concert with OCFA and Chief Bowman's '2014-'15 Domain Objectives

- Promote Water Safety Education/Drowning Prevention
- Develop Functional Website/Increase Social Media Use
- Expand Grant Funding/Regional Opportunities
- Support New Technology to Reduce Response Times
- Improve Customer Service/Streamline the Building Project Approval Process
- Enhance Recruitment and Outreach/Increase Workforce Diversity