EXECUTIVE COMMITTEE
REGULAR MEETING
Thursday, June 18, 2015
6:00 P.M.

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

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Executive Committee 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 Executive Committee, 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 Committee. 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 Duncan McColl

PLEDGE OF ALLEGIANCE by Director Noel Hatch

ROLL CALL
1. PRESENTATIONS
No items.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

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 Committee on items within the Committee’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 Committee as a whole, and do not engage in dialogue with individual Committee 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 Executive Committee meeting.

2. MINUTES

A. Minutes from the May 21, 2015, Regular Executive Committee Meeting
   Submitted by: Sherry Wentz, Clerk of the Authority

   Recommended Action:
   Approve as submitted.

3. CONSENT CALENDAR
   All matters on the consent calendar are considered routine and are to be approved with one motion unless a Committee Member or a member of the public requests separate action on a specific item.

   A. Monthly Investment Reports
      Submitted by: Patricia Jakubiak, Treasurer

      Recommended Action:
      Receive and file the reports.
B. **Award of RFP JA2002 – Uniforms and Accessories**  
Submitted by: Lori Zeller, Assistant Chief/Business Services Department

**Recommended Action:**  
Approve and authorize the Purchasing Manager to establish a three-year blanket order contract with Keystone Uniforms for an aggregate amount not to exceed $2,700,000 ($900,000 annually).

C. **Annual Renewal of Aviation Insurance**  
Submitted by: Jeremy Hammond, Director/Human Resources Department

**Recommended Action:**  
Approve and authorize the Fire Chief, or his designee, to bind the aviation insurance coverage with AIG for the policy period June 30, 2015, to June 30, 2016, with a premium amount of $152,522.

D. **FAIRA General Liability Insurance Program**  
Submitted by: Jeremy Hammond, Director/Human Resources Department

**Recommended Action:**  
Approve and authorize the Fire Chief, or his designee, to approve renewal of the General Liability Program insurance coverage with FAIRA for the policy period July 1, 2015, to July 1, 2016, for a premium amount of $866,551.

E. **Annual Renewal of California State Association of Counties Excess Insurance Authority (CSAC-EIA) Workers’ Compensation Excess Insurance**  
Submitted by: Jeremy Hammond, Director/Human Resources Department

**Recommended Action:**  
Approve and authorize the Fire Chief, or his designee, to bind insurance coverage with the CSAC-EIA for workers’ compensation excess insurance with an annual premium of $210,158 for coverage with a $2,000,000 self-insured retention (SIR).

F. **Creation of New Job Classification**  
**Committee Recommendation: APPROVE**  
Submitted by: Jeremy Hammond, Director/Human Resources Department

**Recommended Action:**  
Adopt the new classification of Assistant Chief - Organizational Planning and assign the salary range of $196,557.92 to $211,298.88.
G. Award of RFP # DC2011 – Security Guard Services  
Submitted by: Jeremy Hammond, Director/Human Resources Department  

Recommended Action:  
Approve and authorize the Fire Chief to sign the Professional Services Agreement for a three-year contract with Universal Protection Service, LP for an aggregate not to exceed total of $458,679.12 (Year 1: $151,842.40; Year 2: $152,892.48; Year 3: $153,944.24).

H. Sole Source Purchase Order - Fire Station 57 Alerting System Replacement  
Submitted by: Mike Schroeder, Assistant Chief/Support Services Department  

Recommended Action:  
Approve and authorize the Purchasing Manager to issue a sole source purchase order contract to Westnet, Inc. for an amount not to exceed $48,527.90 to upgrade and replace the existing fire station alerting system controllers, speakers, lights, and other components at Fire Station 57 (Aliso Viejo).

I. Award of Contract - Microsoft Enterprise License Agreement  
Submitted by: Mike Schroeder, Assistant Chief/Support Services Department  

Recommended Actions:  
Approve and authorize the Purchasing Manager to establish a three-year blanket order contract to purchase a Microsoft Enterprise License Agreement from PCMG, Inc. for an aggregate not to exceed total of $973,577.82 (Year 1: $324,525.94; Year 2: $324,525.94; Year 3: $324,525.94).

END OF CONSENT CALENDAR

4. DISCUSSION CALENDAR

A. Legislative Update AB 1217  
Submitted by: Sandy Cooney, Director/Communications and Public Affairs  

Recommended Action:  
Receive the oral update and provide additional direction to the Communications and Public Affairs Director, if needed.

COMMITTEE MEMBER COMMENTS

CLOSED SESSION
No items.
ADJOURNMENT – The next regular meeting of the Executive Committee is scheduled for Thursday, July 16, 2015, at 6:00 p.m.

AFFIDAVIT OF POSTING
I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 11th day of June 2015.

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

UPCOMING MEETINGS:

Board of Directors Special Meeting
Thursday, June 25, 2015, 5:30 p.m.

Human Resources Committee Meeting
Tuesday, July 7, 2015, 12:00 noon

Budget and Finance Committee Meeting
Wednesday, July 8, 2015, 12:00 noon

Claims Settlement Committee Meeting
Thursday, July 16, 2015, 5:30 p.m.
There are no items for Section 1

PRESENTATIONS.
CALL TO ORDER
A regular meeting of the Orange County Fire Authority Executive Committee was called to order on May 21, 2015, at 6:07 p.m. by Chair Murray.

INVOCATION
Chaplain Warren Johnson offered the invocation.

PLEDGE OF ALLEGIANCE
Vice Chair Hernandez led the assembly in the Pledge of Allegiance to our Flag.

ROLL CALL
Noel Hatch, Laguna Woods  
Gene Hernandez, Yorba Linda  
Jerry McCloskey, Laguna Niguel  
Al Murray, Tustin  
David Shawver, Stanton  
Todd Spitzer, County of Orange  
Beth Swift, Buena Park  

Absent: Jeffrey Lalloway, Irvine

Also present were:
Fire Chief Jeff Bowman  
Assistant Chief Lori Zeller  
Assistant Chief Brian Young  
Assistant Chief Mike Schroeder  
Legal Counsel Barbara Raileanu  
Assistant Chief Lori Smith  
Assistant Chief Dave Thomas  
Human Resources Director Jeremy Hammond  
Communications Director Sandy Cooney  
Clerk of the Authority Sherry Wentz
1. PRESENTATIONS

There were no items for Presentation.

Chair Murray, using his Chair’s discretion, requested the following reports be brought forward on the agenda.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 12.02A6)

Budget and Finance Committee Chair McCloskey reported at its special meeting of May 14, 2015, the Committee reviewed and voted unanimously to receive and file the reports for the Communication with Auditors for Fiscal Year 2014/15 Financial Audit and Rosenow Spevacek Group, Inc., Final Property Tax Revenue Projections. The Committee reviewed the Monthly Investment Reports and the Third Quarter Financial Newsletter, and voted unanimously to direct staff to place these items on the agenda for the Executive Committee meeting, with recommendations that the Executive Committee receive and file the reports. The Committee also reviewed the Approval of 2015 Tax and Revenue Anticipation Notes and the Review of the Fiscal Year 2015/16 Proposed Budget and voted unanimously to direct staff to place these items on the agenda for the Board of Directors meeting with recommendations that the Board of Directors approve the recommended actions.

REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR (F: 12.02A6)

Human Resources Committee Chair Shawver reported at its meeting of May 5, 2015, the Human Resources Committee received an oral presentation on the WeFit Program and received and filed the Annual Hotline Report. The Committee also received updates from the Human Resources Director on Workers’ Compensation data, the selection process of the Firefighter’s Academy, and the revised hiring process for firefighters.

FIRE CHIEF’S REPORT (F: 12.02A7)

Fire Chief Jeff Bowman offered congratulations to General Counsel David Kendig’s son, Nicholas Kendig, having been awarded the 2015 Artist of the Year in Vocal Music from Orange County School of the Arts. Fire Chief Bowman introduced Assistant Chief Lori Zeller who provided an oral report on UBS Financial Services.

PUBLIC COMMENTS (12.02A3)

Chair Murray opened the Public Comments portion of the meeting. Chair Murray closed the Public Comments portion of the meeting without any comments.
2. **MINUTES**

   **A. Minutes from the April 16, 2015, Regular Executive Committee Meeting** (F: 12.02A2)

   On motion of Director Spitzer and second by Vice Chair Hernandez, the Executive Committee voted unanimously to approve the Minutes from the April 16, 2015, regular Executive Committee meeting. Chair Murray and Director Spitzer were recorded as abstentions, due to their absence from that meeting.

3. **CONSENT CALENDAR**

   Agenda Item No. 3C was pulled for separate consideration.

   **A. Monthly Investment Reports** (F: 11.10D2)

   On motion of Director Shawver and second by Vice Chair Hernandez, the Executive Committee voted unanimously to receive and file the reports.

   **B. Third Quarter Financial Newsletter** (F: 15.07)

   On motion of Director Shawver and second by Vice Chair Hernandez, the Executive Committee voted unanimously to receive and file the report.

   **C. Quarterly Report of Claims** (F: 18.10D)

   Director Spitzer pulled this item from the Consent Calendar to question if the Notice of Insufficiency provision was duly processed for the claim received on March 11, 2015.

   Human Resources Director Hammond reported on the procedure.

   On motion of Director Shawver and second by Vice Chair Hernandez, the Executive Committee voted unanimously to receive and file the reports.

   **D. Sole Source Blanket Order - International Truck Parts Service and Repair**

   (F: 15.09F) (X: 19.09A)

   On motion of Director Shawver and second by Vice Chair Hernandez, the Executive Committee voted unanimously to:

   1. Approve and authorize the Purchasing Manager to establish a sole source blanket order contract with Westrux International with an annual contract amount not to exceed $35,000.

   2. Authorize the Purchasing Manager to extend the contract for up to two additional years at a not to exceed amount of $35,000 annually.
E. **Sole Source Blanket Order Contracts Extensions and Renewals – Information Technology** (F: 15.09F) (X: 19.08A20a)

On motion of Director Shawver and second by Vice Chair Hernandez, the Executive Committee voted unanimously to approve and authorize the Purchasing Manager to extend and renew sole source blanket order contracts with NI Government Services, Inc., SAP Public Services, Inc., and 6th Street Consulting for up to three years.

F. **Sole Source Purchase Order – Motorola 800MHz Portable and Mobile Radios** (F: 18.04A1)

On motion of Director Shawver and second by Vice Chair Hernandez, the Executive Committee voted unanimously to approve and authorize the Purchasing Manager to issue a sole source purchase order to Motorola Solutions in the amount of $139,997.27 (including tax and shipping) for the purchase of 24 Motorola 800MHz portable and mobile radios with associated chargers, cables, control heads, and software.

G. **Award of Bid RO2013 – Oracle Software Licensing and Support** (F: 19.08A7)

On motion of Director Shawver and second by Vice Chair Hernandez, the Executive Committee voted unanimously to approve and authorize the Purchasing Manager to establish a blanket order contract with Xerox Government Systems, Inc. for the purchase of Oracle Software Licensing and Support for a three-year term in the three-year aggregate amount of $146,650.

H. **Award of Bid JA2026 – Deka Automotive Batteries** (F: 19.09)

On motion of Director Shawver and second by Vice Chair Hernandez, the Executive Committee voted unanimously to:
1. Approve and authorize the Purchasing Manager to establish a blanket order contract with East Penn Manufacturing, Inc., with an annual contract amount not to exceed $70,000.
2. Authorize the Purchasing Manager to extend the contract for up to two years at $70,000 per year.

4. **DISCUSSION CALENDAR**

A. **Legislative Update AB 1217** (F: 11.10F4)

Communications Director Sandy Cooney presented an update.

On motion of Director McCloskey and second by Vice Chair Hernandez, the Executive Committee voted unanimously to:
1. Receive the oral update.
2. Approve and authorize up to an additional $5,000 per month for the period of June 1, 2015 – September 1, 2015, to engage Nielsen, Merksamer, Parrinello, Gross & Leoni, LLP, (current OCFA lobbyist) for additional assistance in opposition to AB 1217.

3. Chair and Vice Chair to approve selected additional lobbyist staff members.

COMMITTEE MEMBER COMMENTS

Director Hatch thanked both Fire Chief Bowman and staff for the OCFA Fire/EMS Demonstration noting it was educational.

Director Spitzer reported an earthquake drill scenario was performed at the County Emergency Center for County preparedness.

Director Swift reported attending a meeting with both Director McCloskey and Assistant Chief Zeller at the Orange County Employees Retirement System (OCERS).

Vice Chair Hernandez reported attending OCFA’s Fire/EMS Demonstration noting it was helpful and impressive.

Chair Murray reported attending OCFA’s Fire/EMS Demonstration and suggested both city council members and city managers would benefit from it and should attend. He also reported meeting with Congresswoman Mimi Walters in Washington D.C. to discuss funding for Urban Search & Rescue (US&R), and reported traveling to Sacramento to meet with State legislators regarding Assembly Bill 1217. He thanked those directors and Legislative Analyst Jay Barkman who participated in the trip.

CLOSED SESSION (F: 12.02A5)

Legal Counsel Barbara Raileanu noted there was not a need to discuss the Closed Session item at this time.

CS1. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

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

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

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

ADJOURNMENT – Chair Murray adjourned the meeting at 6:40 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, June 18, 2015, at 6:00 p.m.

Sherry A.F. Wentz, CMC
Clerk of the Authority
Orange County Fire Authority
AGENDA STAFF REPORT
Executive Committee Meeting
June 18, 2015

Monthly Investment Reports

Contact(s) for Further Information
Tricia Jakubiak, Treasurer  triciajakubiak@ocfa.org  714.573.6301
Treasury & Financial Planning
Jane Wong, Assistant Treasurer  janewong@ocfa.org  714.573.6305

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

Prior Board/Committee Action
Since the June 10, 2015, meeting of the Budget and Finance Committee was cancelled, no prior committee action was taken on this item; however, the Monthly Investment Report was forwarded to members of the Budget and Finance Committee for review.

Recommended Action(s)
Receive and file the reports.

Impact to Cities/County
Not Applicable.

Fiscal Impact
Not Applicable.

Background
Attached is the final monthly investment report for the month ended April 30, 2015. A preliminary investment report as of May 22, 2015, is also provided as the most complete report that was available at the time this agenda item was prepared.

Attachment(s)
Orange County Fire Authority
Monthly Investment Report

Final Report – April 2015

Monthly Investment Report
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Orange County Fire Authority

Final Investment Report

April 30, 2015
EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of April 2015, the size of the portfolio increased significantly to $212.9 million from $163.8 million. Significant receipts for the month included the sixth apportionment of secured property taxes in the amount of $66.3 million and various contract and grant payments and charges for current services totaling $7.9 million. Significant disbursements included two biweekly payrolls, which were approximately $9.0 million each with related benefits, and a payment of $6.1 million for the purchase of the Urban Search & Rescue Warehouse. Total April cash outflows amounted to approximately $27.0 million. The portfolio’s balance is expected to decrease in the following month as there are no major receipts scheduled for May.

In April, the portfolio’s yield to maturity (365-day equivalent) stayed unchanged at 0.28%. The effective rate of return edged up by 1 basis point to 0.29% for the month, but remained unchanged at 0.26% for the fiscal year to date. The average maturity of the portfolio shortened by 16 days to 125 days to maturity.

Economic News

The U.S. economy picked up modestly in April 2015, although overall economic activity remained mixed. Employment conditions improved in April. There were a total of 223,000 new jobs created for the month. The unemployment rate edged down slightly to 5.4% from 5.5%. Consumer confidence measures stayed mixed in April. Retail sales were unchanged from March. April non-manufacturing activity increased better than expected while manufacturing activity was unchanged. Both industrial production and durable goods orders declined slightly for the month. The CPI (Consumer Price Index) increased slightly while the PPI (Producer Price Index) decreased due to lower energy prices in April. Housing activity showed improvement but continued to be mixed. The Leading Economic Index continued to rise, and the NFIB (National Federation of Independent Business) Small Business Optimism Index also picked up in April. Due to the mixed economic results, expectations remain divided as to when the Fed will raise rates, June or September.
BENCHMARK COMPARISON AS OF APRIL 30, 2015

3 Month T-Bill: 0.02%  
6 Month T-Bill: 0.09%  
1 Year T-Bill: 0.23%  
LAIF: 0.28%  
OCFA Portfolio: 0.29%

PORTFOLIO SIZE, YIELD, & DURATION

<table>
<thead>
<tr>
<th></th>
<th>Current Month</th>
<th>Prior Month</th>
<th>Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Book Value-</td>
<td>$212,936,310</td>
<td>$163,760,461</td>
<td>$170,041,794</td>
</tr>
<tr>
<td>Yield to Maturity (365 day)</td>
<td>0.28%</td>
<td>0.28%</td>
<td>0.23%</td>
</tr>
<tr>
<td>Effective Rate of Return</td>
<td>0.29%</td>
<td>0.28%</td>
<td>0.28%</td>
</tr>
<tr>
<td>Days to Maturity</td>
<td>125</td>
<td>141</td>
<td>200</td>
</tr>
</tbody>
</table>
### ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
April 30, 2015

(See Note 1 on page 9)  (See Note 2 on page 9)

<table>
<thead>
<tr>
<th>Investments</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>% of Portfolio</th>
<th>Term</th>
<th>Days to Maturity</th>
<th>YTM/C 360 Equiv.</th>
<th>YTM/C 365 Equiv.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Money Mk Mutual Funds/Cash</td>
<td>8,359,195.72</td>
<td>8,359,195.72</td>
<td>8,359,195.72</td>
<td>3.93</td>
<td>1</td>
<td>1</td>
<td>0.001</td>
<td>0.001</td>
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<tr>
<td>Commercial Paper Disc. -Amortizing</td>
<td>2,570,000.00</td>
<td>2,563,908.10</td>
<td>2,567,030.22</td>
<td>1.21</td>
<td>216</td>
<td>208</td>
<td>0.204</td>
<td>0.206</td>
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<tr>
<td>Federal Agency Coupon Securities</td>
<td>43,888,888.78</td>
<td>43,860,926.56</td>
<td>43,897,779.58</td>
<td>20.63</td>
<td>1,235</td>
<td>413</td>
<td>0.776</td>
<td>0.787</td>
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<tr>
<td>Federal Agency Disc. -Amortizing</td>
<td>108,000,000.00</td>
<td>107,986,230.00</td>
<td>107,983,754.17</td>
<td>50.74</td>
<td>129</td>
<td>73</td>
<td>0.086</td>
<td>0.088</td>
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<tr>
<td>Local Agency Investment Funds</td>
<td>50,000,000.00</td>
<td>50,019,186.40</td>
<td>50,000,000.00</td>
<td>23.50</td>
<td>1</td>
<td>1</td>
<td>0.279</td>
<td>0.283</td>
</tr>
<tr>
<td><strong>Total Investments</strong></td>
<td>212,818,064.50</td>
<td>212,789,447.78</td>
<td>212,807,769.70</td>
<td>100.00%</td>
<td>323</td>
<td>125</td>
<td>0.272</td>
<td>0.276</td>
</tr>
</tbody>
</table>

### Cash and Accrued Interest

<table>
<thead>
<tr>
<th>Passbook/Checking (not included in yield calculations)</th>
<th>222,469.64</th>
<th>222,469.64</th>
<th>222,469.64</th>
<th>1</th>
<th>1</th>
<th>0.000</th>
<th>0.000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accrued Interest at Purchase</td>
<td>247.50</td>
<td>247.50</td>
<td>247.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>222,717.14</td>
<td>222,717.14</td>
<td>222,717.14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cash and Investments</strong></td>
<td>213,040,554.14</td>
<td>213,012,164.92</td>
<td>213,030,476.84</td>
<td>323</td>
<td>125</td>
<td>0.272</td>
<td>0.276</td>
</tr>
</tbody>
</table>

### Total Earnings

<table>
<thead>
<tr>
<th>Current Year</th>
<th>April 30</th>
<th>Month Ending</th>
<th>Fiscal Year To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>41,871.61</td>
<td>361,353.86</td>
<td></td>
</tr>
<tr>
<td>Average Daily Balance</td>
<td>176,549,508.75</td>
<td>164,144,142.18</td>
<td></td>
</tr>
<tr>
<td>Effective Rate of Return</td>
<td>0.29%</td>
<td>0.26%</td>
<td></td>
</tr>
</tbody>
</table>

"I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2015. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months.

Patricia Jakubak, Treasurer

5/1/15

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

Book Value of Cash & Investments before GASB 31 (Above)  
$ 213,030,476.84

GASB 31 Adjustment to Books (See Note 3 on page 9)  
$ (94,166.47)

**Total**  
$ 212,936,310.37
## ORANGE COUNTY FIRE AUTHORITY
### Portfolio Management
#### Portfolio Details - Investments
##### April 30, 2015

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment</th>
<th>Issuer</th>
<th>Average Balance</th>
<th>Purchase Date</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
<th>YTM %</th>
<th>Days to Maturity</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SY552B</td>
<td>528</td>
<td>High Mark 100% US Treasury MMF</td>
<td>8,359,195.72</td>
<td>8,359,195.72</td>
<td>8,359,195.72</td>
<td>0.001</td>
<td>0.001</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal and Average</td>
<td>10,876,131.44</td>
<td></td>
<td>8,359,195.72</td>
<td>8,359,195.72</td>
<td>8,359,195.72</td>
<td>0.001</td>
<td>0.001</td>
<td>1</td>
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</tr>
</tbody>
</table>

### Commercial Paper Disc. - Amortizing

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Average Balance</th>
<th>Purchase Date</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
<th>YTM %</th>
<th>Days to Maturity</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3659JYR8</td>
<td>860</td>
<td>GEN ELEC CAP CRP</td>
<td>2,570,000.00</td>
<td>2,563,905.10</td>
<td>2,567,030.22</td>
<td>0.200</td>
<td>0.208</td>
<td>208</td>
<td></td>
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</table>

### Federal Agency Coupon Securities

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment</th>
<th>Issuer</th>
<th>Average Balance</th>
<th>Purchase Date</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
<th>YTM %</th>
<th>Days to Maturity</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3133ECM7B</td>
<td>809</td>
<td>Federal Farm Credit Bank (callable anytime)</td>
<td>9,000,000.00</td>
<td>9,000,270.00</td>
<td>8,997,946.80</td>
<td>0.400</td>
<td>0.424</td>
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<tr>
<td>3133EAA75</td>
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<td>Federal Farm Credit Bank (callable 7-22-15)</td>
<td>9,000,000.00</td>
<td>8,083,440.00</td>
<td>8,080,361.60</td>
<td>0.990</td>
<td>1.031</td>
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<tr>
<td>313380A6V6</td>
<td>787</td>
<td>Fed Home Loan Bank (callable anytime)</td>
<td>6,000,000.00</td>
<td>6,000,540.00</td>
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<td>1.000</td>
<td>0.981</td>
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<td>31338311R4</td>
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<td>Fed Home Loan Bank (callable 5-9-15)</td>
<td>9,000,000.00</td>
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<tr>
<td>3133802DC4</td>
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<td>888,888.78</td>
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<td>0.477</td>
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<td>3130A3RM8</td>
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<td>Fed Home Loan Bank (callable 6-30-15)</td>
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### Subtotal and Average

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<th>Purchase Date</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
<th>YTM %</th>
<th>Days to Maturity</th>
<th>Maturity Date</th>
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<tbody>
<tr>
<td>37,209,119.41</td>
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### Federal Agency Disc. - Amortizing

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<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
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<th>Days to Maturity</th>
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<tbody>
<tr>
<td>313312F0H8</td>
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<td>Farm Credit Disc Note</td>
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<td>8,999,910.00</td>
<td>8,999,755.00</td>
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<tr>
<td>313379FX06</td>
<td>848</td>
<td>Freddie Mac</td>
<td>9,000,000.00</td>
<td>8,998,820.00</td>
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<td>851</td>
<td>Fed Home Loan Bank</td>
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<td>8,000,000.00</td>
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<tr>
<td>313384FK7</td>
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<td>8,997,917.50</td>
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<td>0.072</td>
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### Subtotal and Average

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment</th>
<th>Issuer</th>
<th>Average Balance</th>
<th>Purchase Date</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
<th>YTM %</th>
<th>Days to Maturity</th>
<th>Maturity Date</th>
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</thead>
<tbody>
<tr>
<td>77,888,860.83</td>
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<td></td>
<td>108,000,000.00</td>
<td>107,886,230.00</td>
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</table>

### Local Agency Investment Funds

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment</th>
<th>Issuer</th>
<th>Average Balance</th>
<th>Purchase Date</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
<th>YTM %</th>
<th>Days to Maturity</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SY5336</td>
<td>336</td>
<td>Local Agency Invest Fund</td>
<td>50,000,000.00</td>
<td>50,019,186.40</td>
<td>50,000,000.00</td>
<td>0.283</td>
<td>0.283</td>
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</table>

### Subtotal and Average

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment</th>
<th>Issuer</th>
<th>Average Balance</th>
<th>Purchase Date</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
<th>YTM %</th>
<th>Days to Maturity</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>60,001,069.00</td>
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<td>50,000,000.00</td>
<td>50,019,186.40</td>
<td>50,000,000.00</td>
<td>0.283</td>
<td>0.283</td>
<td>1</td>
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<td></td>
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</table>
ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
April 30, 2015

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Average Balance</th>
<th>Purchase Date</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
<th>YTM/C</th>
<th>Days to 365 Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total and Average</td>
<td>176,546,508.76</td>
<td>212,818,084.50</td>
<td>212,789,447.78</td>
<td>212,807,759.70</td>
<td>0.278</td>
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</table>

(See Note 1 on page 9) (See Note 2 on page 9)
## ORANGE COUNTY FIRE AUTHORITY
### Portfolio Management
#### Portfolio Details - Cash
##### April 30, 2015

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Average Balance</th>
<th>Purchase Date</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
<th>YTMIC</th>
<th>Days to Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>SYS10104</td>
<td>10104</td>
<td>ABPA (Acct Closed)</td>
<td>0.00</td>
<td>07/01/2014</td>
<td>20,000.00</td>
<td>20,000.00</td>
<td>20,000.00</td>
<td>0.00</td>
<td>0.000</td>
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<tr>
<td>SYS10033</td>
<td>10033</td>
<td>Revolving Fund</td>
<td>0.00</td>
<td>07/01/2014</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.000</td>
<td>1</td>
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<tr>
<td>SYS4</td>
<td>4</td>
<td>Union Bank</td>
<td>0.00</td>
<td>07/01/2014</td>
<td>202,469.64</td>
<td>202,469.64</td>
<td>202,469.64</td>
<td>0.00</td>
<td>0.000</td>
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<tr>
<td>SYS361</td>
<td>361</td>
<td>CORVEL (Acct Closed)</td>
<td>0.00</td>
<td>07/01/2014</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.000</td>
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<table>
<thead>
<tr>
<th>Average Balance</th>
<th>0.00</th>
<th>Accrued Interest at Purchase</th>
<th>247.50</th>
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<tr>
<td>Subtotal</td>
<td>222,717.14</td>
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</tr>
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</table>

| Total Cash and Investments | 176,549,508.75 | 213,040,554.14 | 213,012,164.92 | 213,030,476.84 | 0.276 | 125 |
## ORANGE COUNTY FIRE AUTHORITY
### Aging Report
#### By Maturity Date
#### As of May 1, 2015

<table>
<thead>
<tr>
<th>Aging Interval</th>
<th>Date Range</th>
<th>Number</th>
<th>Type</th>
<th>Value</th>
<th>% of Portfolio</th>
<th>Current Book Value</th>
<th>Current Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 days</td>
<td>(05/01/2015 - 05/01/2015)</td>
<td>6</td>
<td>Maturities</td>
<td>$58,581,665.36</td>
<td>27.50%</td>
<td>$58,581,665.36</td>
<td>$58,600,851.76</td>
</tr>
<tr>
<td>1 - 30 days</td>
<td>(05/02/2015 - 05/31/2015)</td>
<td>2</td>
<td>Maturities</td>
<td>$18,000,000.00</td>
<td>8.46%</td>
<td>$17,999,072.50</td>
<td>$17,999,730.00</td>
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<tr>
<td>31 - 60 days</td>
<td>(06/01/2015 - 06/30/2015)</td>
<td>5</td>
<td>Maturities</td>
<td>$45,000,000.00</td>
<td>21.12%</td>
<td>$44,994,872.92</td>
<td>$44,996,850.00</td>
</tr>
<tr>
<td>61 - 91 days</td>
<td>(07/01/2015 - 07/31/2015)</td>
<td>1</td>
<td>Maturities</td>
<td>$9,000,000.00</td>
<td>4.22%</td>
<td>$8,998,845.00</td>
<td>$8,998,830.00</td>
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<tr>
<td>92 - 121 days</td>
<td>(08/01/2015 - 08/30/2015)</td>
<td>2</td>
<td>Maturities</td>
<td>$18,000,000.00</td>
<td>8.46%</td>
<td>$17,996,211.25</td>
<td>$17,996,310.00</td>
</tr>
<tr>
<td>122 - 162 days</td>
<td>(09/01/2015 - 09/30/2015)</td>
<td>2</td>
<td>Maturities</td>
<td>$18,000,000.00</td>
<td>8.46%</td>
<td>$17,994,762.50</td>
<td>$17,994,510.00</td>
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<tr>
<td>153 - 183 days</td>
<td>(10/01/2015 - 10/31/2015)</td>
<td>0</td>
<td>Maturities</td>
<td>$0.00</td>
<td>0.00%</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>184 - 274 days</td>
<td>(11/01/2015 - 01/30/2016)</td>
<td>1</td>
<td>Maturities</td>
<td>$2,570,000.00</td>
<td>1.21%</td>
<td>$2,567,030.22</td>
<td>$2,563,909.10</td>
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<tr>
<td>275 - 365 days</td>
<td>(01/31/2016 - 04/30/2016)</td>
<td>2</td>
<td>Maturities</td>
<td>$9,888,888.78</td>
<td>4.64%</td>
<td>$9,886,784.83</td>
<td>$9,889,178.56</td>
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<tr>
<td>366 - 1095 days</td>
<td>(05/01/2016 - 04/30/2018)</td>
<td>4</td>
<td>Maturities</td>
<td>$34,000,000.00</td>
<td>16.37%</td>
<td>$34,010,994.76</td>
<td>$33,971,750.00</td>
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<tr>
<td>1096 days and after</td>
<td>(05/01/2018 - )</td>
<td>0</td>
<td>Maturities</td>
<td>$0.00</td>
<td>0.00%</td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

Total for 25 Investments = $213,030,229.34

Total Market Value = $213,011,917.42
NOTES TO PORTFOLIO MANAGEMENT REPORT

Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank (formerly Union Bank) Trust Department provides market values of the remaining investments.

Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.

Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/(losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2014 includes an increase of $14,938 to the LAIF investment and a decrease of $(109,104) to the remaining investments.

Note 4: The Highmark money market mutual fund functions as the Authority’s sweep account. Funds are transferred to and from the sweep account to/from OCFA’s checking account in order to maintain a target balance of $1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.
Local Agency Investment Fund (LAIF)

As of April 30, 2015, OCFA has $50,000,000 invested in LAIF. The fair value of OCFA’s LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of March 31, 2015 is 1.000383728. When applied to OCFA’s LAIF investment, the fair value is $50,019,186 or $19,186 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer’s Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at April 30, 2015 is included on the following page.
# State of California
## Pooled Money Investment Account
### Market Valuation
#### 4/30/2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Carrying Cost Plus Accrued Interest Purch.</th>
<th>Fair Value</th>
<th>Accrued Interest</th>
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<tr>
<td><strong>United States Treasury:</strong></td>
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<tr>
<td>Bills</td>
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<tr>
<td>Notes</td>
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<td>$20,435,301,000.00</td>
<td>$32,150,882.00</td>
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<td><strong>Federal Agency:</strong></td>
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<tr>
<td>SBA</td>
<td>$579,255,766.99</td>
<td>$574,223,498.02</td>
<td>$514,311.68</td>
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<tr>
<td>MBS-REMICs</td>
<td>$93,829,582.71</td>
<td>$100,409,699.04</td>
<td>$446,304.38</td>
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<tr>
<td>Debentures</td>
<td>$1,834,442,729.67</td>
<td>$1,834,344,600.00</td>
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<td>Debentures FR</td>
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<tr>
<td>Discount Notes</td>
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<tr>
<td>GNMA</td>
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<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Supranational Debentures</td>
<td>$450,189,038.36</td>
<td>$450,618,000.00</td>
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<tr>
<td>CDs and YCDs FR</td>
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<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Bank Notes</td>
<td>$600,000,000.00</td>
<td>$599,847,418.61</td>
<td>$281,499.99</td>
</tr>
<tr>
<td>CDs and YCDs</td>
<td>$14,600,056,150.54</td>
<td>$14,595,254,256.88</td>
<td>$7,367,375.00</td>
</tr>
<tr>
<td>Commercial Paper</td>
<td>$7,396,496,277.80</td>
<td>$7,396,682,000.01</td>
<td>NA</td>
</tr>
<tr>
<td><strong>Corporate:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonds FR</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Bonds</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Repurchase Agreements</td>
<td>$100,000,000.00</td>
<td>$100,000,000.00</td>
<td>NA</td>
</tr>
<tr>
<td>Reverse Repurchase</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Time Deposits</td>
<td>$5,236,540,000.00</td>
<td>$5,236,540,000.00</td>
<td>NA</td>
</tr>
<tr>
<td>AB 55 &amp; GF Loans</td>
<td>$353,958,755.13</td>
<td>$353,958,755.13</td>
<td>NA</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$67,891,418,933.99</td>
<td>$67,914,822,227.69</td>
<td>$43,735,373.32</td>
</tr>
</tbody>
</table>

Fair Value Including Accrued Interest $67,958,557,601.01

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).
Orange County Fire Authority

Preliminary Investment Report

May 22, 2015
# ORANGE COUNTY FIRE AUTHORITY
# Portfolio Management
# Portfolio Summary
# May 22, 2015

*(See Note 1 on page 18) (See Note 2 on page 18)*

<table>
<thead>
<tr>
<th>Investments</th>
<th>Par</th>
<th>Market</th>
<th>Book</th>
<th>% of Portfolio</th>
<th>Term</th>
<th>Days to Maturity</th>
<th>YTM/C 360 Equiv.</th>
<th>YTM/C 365 Equiv.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Money Mkts Mutual Funds/Cash</td>
<td>10,826,236.24</td>
<td>10,826,236.24</td>
<td>10,826,236.24</td>
<td>5.35</td>
<td>1</td>
<td>1</td>
<td>0.001</td>
<td>0.001</td>
</tr>
<tr>
<td>Commercial Paper Disc.-Amortizing</td>
<td>8,585,000.00</td>
<td>8,569,076.20</td>
<td>8,573,993.50</td>
<td>4.24</td>
<td>203</td>
<td>182</td>
<td>0.211</td>
<td>0.214</td>
</tr>
<tr>
<td>Federal Agency Coupon Securities</td>
<td>43,000,000.00</td>
<td>42,967,240.00</td>
<td>43,009,144.12</td>
<td>21.25</td>
<td>1,238</td>
<td>393</td>
<td>0.783</td>
<td>0.793</td>
</tr>
<tr>
<td>Federal Agency Disc.-Amortizing</td>
<td>90,000,000.00</td>
<td>89,991,630.00</td>
<td>89,988,618.89</td>
<td>44.46</td>
<td>125</td>
<td>62</td>
<td>0.076</td>
<td>0.077</td>
</tr>
<tr>
<td>Local Agency Investment Funds</td>
<td>50,000,000.00</td>
<td>50,019,186.40</td>
<td>50,000,000.00</td>
<td>24.70</td>
<td>1</td>
<td>1</td>
<td>0.279</td>
<td>0.283</td>
</tr>
<tr>
<td><strong>Investments</strong></td>
<td>202,411,236.24</td>
<td>202,373,368.84</td>
<td>202,400,192.75</td>
<td>100.00%</td>
<td>328</td>
<td>119</td>
<td><strong>0.278</strong></td>
<td><strong>0.282</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cash and Accrued Interest</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Passbook/Checking</td>
<td>-381,230.45</td>
<td>-381,230.45</td>
<td>-381,230.45</td>
<td>0</td>
<td>0</td>
<td>0.000</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>(not included in yield calculations)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accrued Interest at Purchase</td>
<td>247.50</td>
<td>247.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>-380,982.95</td>
<td>-380,982.95</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cash and Investments</strong></td>
<td>202,030,005.79</td>
<td>201,992,385.89</td>
<td>202,019,209.80</td>
<td>328</td>
<td>119</td>
<td></td>
<td><strong>0.278</strong></td>
<td><strong>0.282</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Earnings</th>
<th>May 22 Month Ending</th>
<th>Fiscal Year To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Year</td>
<td>36,313.12</td>
<td>397,066.99</td>
</tr>
<tr>
<td>Average Daily Balance</td>
<td>209,153,570.14</td>
<td>167,181,588.24</td>
</tr>
<tr>
<td>Effective Rate of Return</td>
<td>0.29%</td>
<td>0.27%</td>
</tr>
</tbody>
</table>

*I certify that this investment report accurately reflects all pooled investments and is in compliance with the investment policy adopted by the Board of Directors to be effective on January 1, 2015. A copy of this policy is available from the Clerk of the Authority. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditure requirements for the next thirty days and the next six months.*

Patricia Jakubik, Treasurer

5/29/15

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

- Book Value of Cash & Investments before GASB 31 (Above) $202,019,209.80
- GASB 31 Adjustment to Books (See Note 3 on page 18) $(94,166.47)
- **Total** $201,925,043.33
### ORANGE COUNTY FIRE AUTHORITY
### Portfolio Management
### Portfolio Details - Investments
### May 22, 2015

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Average Balance</th>
<th>Purchase Date</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
<th>YTM</th>
<th>Days to Maturity</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SY5528</td>
<td>528</td>
<td>High Mark 100% US Treasury MMF</td>
<td>7,372,246.74</td>
<td>10,826,236.24</td>
<td>10,826,236.24</td>
<td>10,826,236.24</td>
<td>0.001</td>
<td>0.001</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal and Average</strong></td>
<td></td>
<td></td>
<td>7,372,246.74</td>
<td>10,826,236.24</td>
<td>10,826,236.24</td>
<td>10,826,236.24</td>
<td>0.001</td>
<td>0.001</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Commercial Paper Disc. - Amortizing

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Average Balance</th>
<th>Purchase Date</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
<th>YTM</th>
<th>Days to Maturity</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>36959JYR8</td>
<td>850</td>
<td>GEN ELEC CAP CRP</td>
<td>7,219,624.69</td>
<td>2,570,000.00</td>
<td>2,564,782.90</td>
<td>2,567,344.33</td>
<td>0.200</td>
<td>0.206</td>
<td>186</td>
<td>11/25/2015</td>
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</tr>
<tr>
<td>36959JYL1</td>
<td>862</td>
<td>GEN ELEC CAP CRP</td>
<td>5,015,000.00</td>
<td>6,016,293.30</td>
<td>6,008,649.17</td>
<td>0.210</td>
<td>0.218</td>
<td>181</td>
<td>11/20/2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal and Average</strong></td>
<td></td>
<td></td>
<td>7,219,624.69</td>
<td>8,589,076.20</td>
<td>8,575,993.50</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Federal Agency Coupon Securities

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Average Balance</th>
<th>Purchase Date</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
<th>YTM</th>
<th>Days to Maturity</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>31338CMZ6</td>
<td>809</td>
<td>Federal Farm Credit Bank (Callable anytime)</td>
<td>43,130,322.68</td>
<td>42,967,240.00</td>
<td>42,969,144.12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal and Average</strong></td>
<td></td>
<td></td>
<td>43,130,322.68</td>
<td>42,967,240.00</td>
<td>42,969,144.12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Federal Agency Disc. - Amortizing

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Average Balance</th>
<th>Purchase Date</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
<th>YTM</th>
<th>Days to Maturity</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>313386CM9</td>
<td>849</td>
<td>Freddie Mac</td>
<td>101,441,846.13</td>
<td>90,900,000.00</td>
<td>89,991,630.00</td>
<td>89,988,818.89</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal and Average</strong></td>
<td></td>
<td></td>
<td>101,441,846.13</td>
<td>90,900,000.00</td>
<td>89,991,630.00</td>
<td>89,988,818.89</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Local Agency Investment Funds

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Investment #</th>
<th>Issuer</th>
<th>Average Balance</th>
<th>Purchase Date</th>
<th>Par Value</th>
<th>Market Value</th>
<th>Book Value</th>
<th>Stated Rate</th>
<th>YTM</th>
<th>Days to Maturity</th>
<th>Maturity Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SY5336</td>
<td>336</td>
<td>Local Agency Investm Fund</td>
<td>50,000,000.00</td>
<td>50,000,000.00</td>
<td>50,000,000.00</td>
<td>0.283</td>
<td></td>
<td></td>
<td>0.283</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal and Average</strong></td>
<td></td>
<td></td>
<td>50,000,000.00</td>
<td>50,000,000.00</td>
<td>50,000,000.00</td>
<td>0.283</td>
<td></td>
<td></td>
<td>0.283</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>CUSIP</td>
<td>Investment #</td>
<td>Issuer</td>
<td>Average Balance</td>
<td>Purchase Date</td>
<td>Par Value</td>
<td>Market Value</td>
<td>Book Value</td>
<td>Stated Rate</td>
<td>YTM/C 365</td>
<td>Days to Maturity</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>--------------</td>
<td>---------------</td>
<td>-----------------</td>
<td>---------------</td>
<td>------------</td>
<td>-------------------</td>
<td>----------------</td>
<td>-------------</td>
<td>-----------</td>
<td>----------------</td>
<td></td>
</tr>
<tr>
<td>CUSIP</td>
<td>Investment #</td>
<td>Issuer</td>
<td>Average Balance</td>
<td>Purchase Date</td>
<td>Par Value</td>
<td>Market Value</td>
<td>Book Value</td>
<td>Stated Rate</td>
<td>YTMC</td>
<td>Days to Maturity</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>--------------</td>
<td>---------------------------</td>
<td>-----------------</td>
<td>---------------</td>
<td>--------------</td>
<td>--------------</td>
<td>------------</td>
<td>-------------</td>
<td>------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td>SYS10104</td>
<td>10104</td>
<td>ABPA (Acct Closed)</td>
<td>0.00</td>
<td>07/01/2014</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.000</td>
<td>1</td>
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<tr>
<td>SYS10033</td>
<td>10033</td>
<td>Revolving Fund</td>
<td>20,000.00</td>
<td>07/01/2014</td>
<td>20,000.00</td>
<td>20,000.00</td>
<td>20,000.00</td>
<td>0.000</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SYS4</td>
<td>4</td>
<td>Union Bank</td>
<td>-401,230.45</td>
<td>07/01/2014</td>
<td>-401,230.45</td>
<td>-401,230.45</td>
<td>-401,230.45</td>
<td>(See Note 4 on page 18)</td>
<td>0.000</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>SYS361</td>
<td>361</td>
<td>CORVEL (Acct Closed)</td>
<td>0.00</td>
<td>07/01/2014</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.000</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Average Balance | Accrued Interest at Purchase | Subtotal       |          |          |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>247.50</td>
<td>-380,982.95</td>
<td>-380,982.95</td>
<td></td>
</tr>
</tbody>
</table>

Total Cash and Investments | 209,153,570.14 | 202,030,005.79 | 201,992,385.89 | 202,019,209.80 | 0.282 | 119 |
# Orange County Fire Authority
## Aging Report
### By Maturity Date
#### As of May 23, 2015

<table>
<thead>
<tr>
<th>Aging Interval:</th>
<th>Maturity Par Value</th>
<th>Percent of Portfolio</th>
<th>Current Book Value</th>
<th>Current Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 days</td>
<td>69,445,006.79</td>
<td>29.92%</td>
<td>60,445,006.79</td>
<td>60,464,192.19</td>
</tr>
<tr>
<td>1 - 30 days</td>
<td>18,000,000.00</td>
<td>8.91%</td>
<td>17,999,233.76</td>
<td>17,999,730.00</td>
</tr>
<tr>
<td>31 - 60 days</td>
<td>36,000,000.00</td>
<td>17.82%</td>
<td>35,997,063.89</td>
<td>35,988,740.00</td>
</tr>
<tr>
<td>61 - 91 days</td>
<td>9,000,000.00</td>
<td>4.45%</td>
<td>8,996,651.25</td>
<td>8,998,740.00</td>
</tr>
<tr>
<td>92 - 121 days</td>
<td>18,000,000.00</td>
<td>8.91%</td>
<td>17,999,360.00</td>
<td>17,996,580.00</td>
</tr>
<tr>
<td>122 - 152 days</td>
<td>9,000,000.00</td>
<td>4.45%</td>
<td>8,997,520.00</td>
<td>8,997,840.00</td>
</tr>
<tr>
<td>153 - 183 days</td>
<td>6,015,000.00</td>
<td>2.57%</td>
<td>6,008,649.17</td>
<td>6,004,293.30</td>
</tr>
<tr>
<td>184 - 274 days</td>
<td>2,570,000.00</td>
<td>1.27%</td>
<td>2,567,344.33</td>
<td>2,564,782.90</td>
</tr>
<tr>
<td>275 - 365 days</td>
<td>9,000,000.00</td>
<td>4.45%</td>
<td>8,998,075.49</td>
<td>9,000,090.00</td>
</tr>
<tr>
<td>366 - 1095 days</td>
<td>34,000,000.00</td>
<td>16.94%</td>
<td>34,011,066.83</td>
<td>33,967,150.00</td>
</tr>
<tr>
<td>1096 days and after</td>
<td>0.00</td>
<td>0.00%</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Total for 23 Investments 0 Payments 100.00 202,019,962.30 201,992,138.39
NOTES TO PORTFOLIO MANAGEMENT REPORT

Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.

Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.

Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2014 includes an increase of $14,938 to the LAIF investment and a decrease of $(109,104) to the remaining investments.

Note 4: The Highmark money market mutual fund functions as the Authority’s sweep account. Funds are transferred to and from the sweep account to/from OCFA’s checking account in order to maintain a target balance of $1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.
GLOSSARY

INVESTMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

Local Agency Investment Fund (LAIF). A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of $50 million for any agency (excluding bond funds, which have no maximum). It offers high liquidity because
deposits can be converted to cash in 24 hours and no interest is lost. Interest is paid quarterly and the State’s administrative fee cannot to exceed 1/4 of a percent of the earnings.

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

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

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

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

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

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

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

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

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

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

**ECONOMIC TERMS**

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

**Consumer Price Index (CPI).** A measure that examines the weighted average of prices of a basket of consumer goods and services, such as transportation, food and medical care. Changes in CPI are used to assess price changes associated with the cost of living.
**Durable Goods Orders.** An economic indicator released monthly that reflects new orders placed with domestic manufacturers for delivery of factory durable goods such as autos and appliances in the near term or future.

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

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

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

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

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

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

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

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

Executive Committee Meeting
June 18, 2015

Agenda Item No. 3B
Consent Calendar

Award of RFP JA2002 – Uniforms and Accessories

Contact(s) for Further Information
Lori Zeller, Assistant Chief lorizeller@ocfa.org 714.573.6020
Business Services Department
Debbie Casper, Purchasing Manager debbiecasper@ocfa.org 714.573.6641

Summary
This agenda item is submitted for the approval of a contract award for the purchase of uniforms
and accessories to GRP2 (Keystone Uniforms), the top ranked firm in the RFP process.

Prior Board/Committee Action
The extension of a prior blanket order with Galls was approved by the Executive Committee on
July 17, 2014. The contract was extended through June 30, 2015, to provide the time necessary
to develop specifications, initiate and complete this solicitation process.

Recommended Action(s)
Approve and authorize the Purchasing Manager to establish a three-year blanket order contract
with Keystone Uniforms for an aggregate amount not to exceed $2,700,000 ($900,000 annually).

Impact to Cities/County
Not Applicable.

Fiscal Impact
Funding is included in the approved FY 2015/16 budget.

Background
The Service Center is responsible for the purchase of uniforms and accessories for over 1,200
uniformed personnel within the OCFA. The uniform contract includes standard work uniforms,
dress uniforms, footwear, and accessories for suppression and uniformed support staff.

Gall’s has been supplying uniforms to OCFA since 2001. Due to a lack of competition within
the uniform industry, the blanket order contract was renewed annually. In July 2014, a cross-
functional team began working on the uniform specifications for each respective section. The
station wear for suppression staff was manufactured by Lion, while the Chief Officers uniforms
were manufactured by Workrite. The results of this team effort included changes to the
specifications, which allowed multiple manufacturers to participate in the RFP process,
standardization of blue uniforms for all staff levels, and a professional appearance in the uniform
complement across the entire organization.
In order to achieve best value in the uniform solicitation, evaluation factors include quality of products offered, customer service, added efficiencies, and logistical coordination in the ordering and delivery process where included in the criterion.

On February 17, 2015, Request for Proposal (RFP) JA2002 was issued and 299 vendors were notified of the solicitation. A specification list of 43 major uniform components and accessories, including tailoring services, was included in the solicitation. Seven vendors attended the pre-proposal meeting. On March 17, 2015, seven proposals were received. Four proposals included all uniforms and accessories and three were specific to footwear only. Galls (the incumbent) was the only company providing pricing for uniforms manufactured by Lion, while all four companies provided pricing for uniforms manufactured by Workrite. Since all four companies offered Workrite uniforms, the Workrite product has an estimated wear life of 3 - 5 years, and standardization to one manufacturer would provide a uniform appearance of personnel, it was determined best to consider the Workrite uniforms in the evaluation process.

An evaluation team consisting of staff members from the Emergency Communications Center, Service Center, Risk Management, and suppression personnel, including Local 3631 representation, evaluated the proposals. Based on the scoring results, the two highest ranking vendors, Keystone Uniforms and Firefighter Safety Center, were invited to participate in interviews with the evaluation panel. An additional 40 points were available to each of the short-listed firms in the interview process. The evaluation team recommended entering into negotiations with Keystone Uniforms, the highest ranked firm after final scoring.

As part of the Best and Final Offer (BAFO), purchasing staff requested reduced pricing based on the high volume of the initial order of 2,000 shirts and 2,000 pants for suppression, since most suppression personnel have waited to place uniform orders in anticipation of a new contract.

The BAFO response from Keystone Uniforms included a reduction in unit price on multiple items and a firm fixed price for the first two contract years with the caveat that OCFA award Keystone Uniforms the entire contract and the pricing offered was exclusive to OCFA. Price increase in the third year of the contract will be limited to CPI or a maximum increase of two percent whichever is lower. As a result of this negotiation, it is estimated that OCFA will save over $50,000 annually when compared to the original pricing submitted by Keystone Uniforms. Keystone Uniforms provided a sound understanding of the OCFA’s uniform needs. Service Center staff will work with the vendor to streamline the ordering process and continue to look for additional efficiencies and cost savings throughout the contract term.

The Purchasing Manager confirms that the proposal and evaluation process was conducted in accordance with the OCFA’s Purchasing Ordinance and all applicable rules and regulations. Based upon the results of the evaluation and the BAFO, it is recommended that the contract for the purchase of uniforms and accessories be awarded to Keystone Uniforms for a three-year contract in an aggregate amount not to exceed $2,700,000 ($900,000 annually).

Attachment(s)
Summary of Proposals and Evaluation Results
**Top two ranking firms (Keystone Uniforms & Firefighters Safety Center) were invited back for interviews**

<table>
<thead>
<tr>
<th>Proposals Received</th>
<th>Keystone Uniforms</th>
<th>Firefighters Safety Center</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cost Proposal</strong></td>
<td>$798,240.14</td>
<td>$668,737.50</td>
</tr>
<tr>
<td><strong>Evaluators</strong></td>
<td>1 2 3 4 5</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>A. Method of Approach (10)</td>
<td>10 8 10 10 9</td>
<td>8 10 8 10 9</td>
</tr>
<tr>
<td>C. Product Quality Meets or Exceeds Specs. (15)</td>
<td>15 10 13 15 14</td>
<td>15 15 13 15 14</td>
</tr>
<tr>
<td>D. Proposed Ordering Process (20)</td>
<td>20 20 19 20 18</td>
<td>18 20 12 5 18</td>
</tr>
</tbody>
</table>

| Sum of Proposal Scores | 95.13 | 88.13 | 87.13 | 95.13 | 90.13 | 91 | 95 | 79 | 85 | 95 |
| Proposal Ranking | 1 2 1 1 3 | 2 1 2 2 1 |

| **Sum of Ranking** | 8 |
| **Interview/Questions (40)** | 40 | 37 | 40 | 40 | 25 | 5 | 10 | 30 |

| **Total** | 135.13 | 88.13 | 124.13 | 135.13 | 130.13 | 116 | 95 | 84 | 95 | 125 |

| Ranking w/ Interview | 1 2 1 1 1 | 2 1 2 2 2 |

| **Sum of Ranking w/ interview** | 6* |

*Highest ranked firm*

<table>
<thead>
<tr>
<th>Proposals Received</th>
<th>Galls</th>
<th>Hay's Uniforms</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cost Proposal</strong></td>
<td>$745,591.86</td>
<td>$746,270.68</td>
</tr>
<tr>
<td><strong>Evaluators</strong></td>
<td>1 2 3 4 5</td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>A. Method of Approach (10)</td>
<td>10 10 9 10 9</td>
<td>8 7 2 5 9</td>
</tr>
<tr>
<td>B. Customer Service &amp; Value Added (25)</td>
<td>10 15 10 10 15</td>
<td>15 10 8 15 24</td>
</tr>
<tr>
<td>C. Product Quality Meets or Exceeds Specs. (15)</td>
<td>7 5 10 10 14</td>
<td>10 7 7 5 14</td>
</tr>
<tr>
<td>D. Proposed Ordering Process (20)</td>
<td>10 20 18 10 20</td>
<td>15 12 5 10 18</td>
</tr>
</tbody>
</table>

| Sum of Proposal Scores | 63.91 | 76.91 | 73.91 | 66.91 | 84.91 | 74.88 | 62.88 | 48.88 | 61.88 | 91.88 |
| Proposal Ranking | 4 3 3 3 4 | 3 4 4 4 2 |

| **Sum of Ranking** | 17 | 17 |
Annual Renewal of Aviation Insurance

Contact(s) for Further Information
Jeremy Hammond, Director  jeremyhammond@ocfa.org  714.573.6018
Human Resources Department
Jonathan Wilby, Risk Manager  jonathanwilby@ocfa.org  714.573.6832

Summary
This annual agenda item is submitted to provide information regarding the renewal premium for the aviation program for the time period June 30, 2015 to June 30, 2016.

Recommended Action(s)
Approve and authorize the Fire Chief, or his designee, to bind the aviation insurance coverage with AIG for the policy period June 30, 2015, to June 30, 2016, with a premium amount of $152,522.

Impact to Cities/County
None

Fiscal Impact
Sufficient funds are included in FY 2015/16 Budget.

Background
The aviation insurance policy provides liability coverage for the operation of the OCFA’s fire helicopters. Operationally, the helicopters are used for fire suppression, search and rescue, transporting fire crews, aerial reconnaissance, emergency medical rescue, disaster mitigation, recovery operations, and training. The coverage includes a limit of $50,000,000 combined single limit for bodily injury and property damage for each aircraft. The two older aircraft are insured at that limit for liability only.

Arthur J. Gallagher has been the broker for the aviation insurance program since 2012. For the 2015/16 policy year, Gallagher received proposals from AIG and ACE, two aviation carriers. AIG, the current insurance carrier, offered the best terms of coverage at the lowest premium of $152,522. This is a savings of $7,524 or a 4.7% decrease from the expiring 2014/15 policy premium of $160,046. In addition, improvements to the terms of the coverage include an increase in medical expense coverage from $50,000 each person to $100,000 each person, increased property damage to hangars and contents in the care, custody and control of OCFA from $300,000 to $5,000,000, and an increase in non-owned aircraft physical damage from $15,000 to $20,000 for each occurrence.

Attachment(s)
Aviation Liability Insurance Coverage Summary
Annual Renewal of Aviation Insurance

Contact(s) for Further Information
Jeremy Hammond, Director  
jeremyhammond@ocfa.org  
714.573.6018
Human Resources Department
Jonathan Wilby, Risk Manager  
jonathanwilby@ocfa.org  
714.573.6832

Summary
This annual agenda item is submitted to provide information regarding the renewal premium for the aviation program for the time period June 30, 2015 to June 30, 2016.

Recommended Action(s)
Approve and authorize the Fire Chief, or his designee, to bind the aviation insurance coverage with AIG for the policy period June 30, 2015, to June 30, 2016, with a premium amount of $152,522.

Impact to Cities/County
None

Fiscal Impact
Sufficient funds are included in FY 2015/16 Budget.

Background
The aviation insurance policy provides liability coverage for the operation of the OCFA’s fire helicopters. Operationally, the helicopters are used for fire suppression, search and rescue, transporting fire crews, aerial reconnaissance, emergency medical rescue, disaster mitigation, recovery operations, and training. The coverage includes a limit of $50,000,000 combined single limit for bodily injury and property damage for each aircraft. The two older aircraft are insured at that limit for liability only.

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Attachment(s)
Aviation Liability Insurance Coverage Summary
AIRCRAFT LIABILITY INSURANCE

Insurance Company:  National Union Fire Insurance Company of Pittsburgh, PA through AIG
A.M. Best Rating:  A:XV

Terms:
One year policy

Aircraft Liability Coverage Limits:
$50,000,000 Combined single limit bodily injury and property damage; each aircraft
$50,000,000 Non-owned aircraft liability
$50,000,000 Aircraft personal injury liability

Aircraft Physical Damage Values:
At insured values

Deductibles:
Range from $15,000 to $50,000
Executive Committee Meeting
June 18, 2015 Consent Calendar

FAIRA General Liability Insurance Program

Contact(s) for Further Information
Jeremy Hammond, Director  jeremyhammond@ocfa.org  714.573.6018
Human Resources Department

Jonathan Wilby, Risk Manager  jonathanwilby@ocfa.org  714.573-6832

Summary
This annual agenda item is submitted for authorization for the renewal of the General Liability Insurance Program coverage with the Fire Agencies Insurance Risk Authority (FAIRA) for the policy period July 1, 2015, to July 1, 2016, in the amount of $866,551.

Recommended Action(s)
Approve and authorize the Fire Chief, or his designee, to approve renewal of the General Liability Program insurance coverage with FAIRA for the policy period July 1, 2015, to July 1, 2016, for a premium amount of $866,551.

Impact to Cities/County
None

Fiscal Impact
Sufficient funds are included in FY 2015/16 Budget

Background
FAIRA is a joint powers public agency formed in 1989 to provide pooled group insurance to over 100 fire districts in California and Nevada. The OCFA has been a member of FAIRA since 1995 and participates as a member of its Board of Directors. On behalf of OCFA, FAIRA purchases General Liability, Property, Auto, Management Liability, Portable Equipment, Crime and Excess Liability coverage. Last year FAIRA added Cyber Liability to its General Liability Program, which addresses both the first and third party risks associated with the internet, computer networks, and informational assets. Insurance coverage for network breaches and privacy violations are important for emergency service organizations, because sensitive information such as patient medical records, financial records, and other sensitive organizational information, such as non-disclosure agreements and confidentiality agreements, could be compromised. These lines of coverage are due to renew on July 1, 2015.

The expiring 2014/2015 policy premium of $933,072 is inclusive of primary General Liability insurance coverage of $1 million per occurrence and Excess Liability insurance coverage of $10 million per occurrence for a total limit of $11 million in coverage.
The total renewal premium for the same limit of coverage is $866,551, for the policy period July 1, 2015, to July 1, 2016. This represents a net premium decrease of $66,521, or a 7% decrease over the expiring premium.

**Attachment(s)**
FAIRA General Liability Insurance Program Coverage Summary
# FAIRA GENERAL LIABILITY INSURANCE PROGRAM

## Coverage Summary

<table>
<thead>
<tr>
<th><strong>Insurance Company:</strong></th>
<th>American Alternative Insurance Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A.M. Best Rating:</strong></td>
<td>A:XV</td>
</tr>
<tr>
<td><strong>Policy Period:</strong></td>
<td>July 1, 2015 to July 1, 2016</td>
</tr>
</tbody>
</table>

### Property:
- **Total insurable values:** Per Schedule of Locations on file with the insurance company
- **Building valuation:** Guaranteed replacement cost
- **Contents valuation:** Guaranteed replacement cost
- **Policy limits:** Between $10,000 and $2,000,000
- **Deductible:** Between $1,000 and $5,000

### Fidelity Bond:
- **Public employee including faithful performance of duty per employee:** $500,000
- **Forgery or alteration:** $500,000
- **Computer fraud:** $100,000
- **Deductible:** $1,000

### Blanket Portable Equipment:
- **Replacement cost:** As per the Schedule of Values
- **Deductible:** $1,000

### Automobile:
- **Bodily injury/property damage combined single limit:** $1,000,000
- **Medical payment each person:** $10,000
- **Uninsured/Underinsured motorist:** $1,000,000

### General Liability:
- **Each occurrence and medical incident:** $1,000,000
- **Personal and advertising injury:** $1,000,000
- **Fire damage legal liability:** $1,000,000
- **Medical expense each accident:** $5,000
- **Products/completed operations:** $2,000,000

### Cyber Liability:
- **First party liability:** $100,000
- **Third party liability:** $1,000,000

### Management Liability:
- **Each offense or wrongful act:** $1,000,000/$2,000,000 aggregate
Defense expense conjunctive relief: $ 25,000
Deductible each wrongful act: $ 5,000

**Excess Liability:**
Limit: $10,000,000/$20,000,000 aggregate
Orange County Fire Authority
AGENDA STAFF REPORT
Executive Committee Meeting
June 18, 2015

Annual Renewal of California State Association
of Counties Excess Insurance Authority (CSAC-EIA)
Workers’ Compensation Excess Insurance

Contact(s) for Further Information
Jeremy Hammond, Director  jeremyhammond@ocfa.org  714.573.6018
Human Resources Department
Jonathan Wilby, Risk Manager  jonathanwilby@ocfa.org  714.573-6832

Summary
This agenda item is submitted for authorization for renewal of workers’ compensation excess insurance coverage with CSAC-EIA. The premium is for the policy period July 1, 2015, to July 1, 2016.

Recommended Action(s)
Approve and authorize the Fire Chief, or his designee, to bind insurance coverage with the CSAC-EIA for workers’ compensation excess insurance with an annual premium of $210,158 for coverage with a $2,000,000 self-insured retention (SIR).

Impact to Cities/County
None

Fiscal Impact
Included in the FY 2015/16 budget.

Background
The workers’ compensation self-insurance program uses excess insurance to stop losses over a SIR limit of $2,000,000. The OCFA is responsible for losses up to $2,000,000 per incident with the excess insurer responsible for costs that exceed that amount. The workers’ compensation excess insurance coverage limit is statutory. It is Part 1 of the workers’ compensation policy and pays the medical costs and lost wages for work-related injuries or illness. Employer’s liability is Part 2 of the workers’ compensation policy and it protects against lawsuits for employment-related injuries or illness that may be filed by employees, family of the employee, or other third parties. An example would be a lawsuit filed alleging the workers’ compensation claim is due to negligence on the part of the employer. The limit of liability is $5,000,000.

OCFA has been a member of CSAC-EIA since 2007. CSAC-EIA is the second largest public entity risk sharing pool and the largest property and casualty pool in the nation. The CSAC-EIA membership includes 93% of the counties, over 80% of the cities, as well as numerous school districts, special districts, housing authorities, fire districts, and other Joint Powers Authorities in California. CSAC-EIA purchases excess workers’ compensation insurance on behalf of OCFA and the other members of the pool. This line of coverage is due to renew on July 1, 2015.
The 2015/16 premium of $210,158 is $37,357, or 15% less than the expiring premium of $247,515 for the 2014/15 policy year.

**Attachment(s)**
CSAC-EIA Excess Workers’ Compensation Coverage Summary
## CSAC-EIA EXCESS WORKERS’ COMPENSATION COVERAGE SUMMARY

<table>
<thead>
<tr>
<th><strong>Insurance Company:</strong></th>
<th>ACE American Insurance Company and National Union Fire Insurance Company of Pittsburg, PA (AIG)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A.M. Best Rating:</strong></td>
<td>A++:XV</td>
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<tr>
<td></td>
<td>A:XV</td>
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<tr>
<td><strong>Policy Period:</strong></td>
<td>July 1, 2015 to July 1, 2016</td>
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<tr>
<td><strong>Coverage Provided:</strong></td>
<td>Workers’ Compensation and Employers’ Liability</td>
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<tr>
<td><strong>Major Exclusions:</strong></td>
<td>Punitive or exemplary damages, fines or penalties</td>
</tr>
<tr>
<td></td>
<td>Any payments in excess of the benefits regularly provided by the Workers’ Compensation law</td>
</tr>
<tr>
<td></td>
<td>Labor Code 4850 benefits</td>
</tr>
<tr>
<td></td>
<td>Labor Code 4856 benefits</td>
</tr>
<tr>
<td></td>
<td>Education Section Codes 44984 and 45192</td>
</tr>
<tr>
<td><strong>Limits:</strong></td>
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<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
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<tr>
<td>Employers’ Liability</td>
<td>$5,000,000</td>
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<tr>
<td><strong>Retention:</strong></td>
<td></td>
</tr>
<tr>
<td>SIR</td>
<td>$2,000,000 per occurrence</td>
</tr>
</tbody>
</table>
AGENDA STAFF REPORT

Executive Committee Meeting
June 18, 2015

Agenda Item No. 3F
Consent Calendar

Creation of New Job Classification

Contact(s) for Further Information
Jeremy Hammond, Director
jeremyhammond@ocfa.org
Human Resources Department
714.573.6018

Summary
This agenda item is submitted to seek approval from the Executive Committee memorializing the new Assistant Chief - Organizational Planning job classification, without increasing the number of overall authorized positions.

Prior Board/Committee Action – Committee Recommendation: APPROVE
At its regular June 2, 2015, meeting, the Human Resources Committee reviewed and unanimously recommended approval of this item.

Recommended Action(s)
Adopt the new classification of Assistant Chief - Organizational Planning and assign the salary range of $196,557.92 to $211,298.88.

Impact to Cities/County
Not Applicable.

Fiscal Impact
Not Applicable.

Background
Following the reorganization of the Executive Team under Fire Chief Jeff Bowman, a new department of Organizational Planning was created. A new Assistant Chief was hired and selected as the leader of this new department. Now that the formation of the Organizational Planning Department has been finalized, the Human Resources Department can create a job classification and job description for the Assistant Chief of Organizational Planning to appropriately identify the knowledge, skills, and abilities necessary to perform the essential job functions. The salary range for this position will be the same as the other Assistant Chief classifications. No new positions are being requested as a result of this action. The incumbent is underfilling the vacancy created by the retirement of the prior Deputy Fire Chief, and that position has been removed from the organizational chart. According to the Rules/Responsibilities/Authorities Matrix, the Executive Committee is responsible for adopting and approving new classifications and corresponding salary ranges.

Attachment(s)
None
Executive Committee Meeting
June 18, 2015

AGENDA STAFF REPORT

Award of RFP # DC2011 – Security Guard Services

Contact(s) for Further Information
Jeremy Hammond, Director
Human Resources Department
jeremyhammond@ocfa.org 714.573.6018

Jonathan Wilby, Risk Manager
jonathanwilby@ocfa.org 714.573.6832

Summary
This agenda item is submitted for the approval of a contract award for 24-hour site security guard service at the Regional Fire Operations and Training Center (RFOTC), to Universal Protection Services, the top ranked firm in the RFP process.

Prior Board/Committee Action
The prior blanket order contract with Universal Protection Services was extended for two additional months through June 30, 2015, to ensure continuity of services during the RFP process.

Recommended Action(s)
Approve and authorize the Fire Chief to sign the Professional Services Agreement for a three-year contract with Universal Protection Service, LP for an aggregate not to exceed total of $458,679.12 (Year 1: $151,842.40; Year 2: $152,892.48; Year 3: 153,944.24).

Impact to Cities/County
Not applicable.

Fiscal Impact
Funding is included in the approved FY 2015/16 budget.

Background
The Orange County Fire Authority (OCFA) currently maintains 24-hour, 7 days a week security guard services at the Regional Fire Operations and Training Center (RFOTC). The security guard service was established in 2006 following an RFOTC Security Vulnerability Assessment conducted by security consultants Secure Strategies International, LLC. The security consultants recommended that security guard services cover 24-hours, 7 days a week, which the OCFA implemented and has maintained to date.

The current security guard post is situated in the Building A at the lobby reception desk. As part of the daily tasks, each security guard shift conducts foot patrols around the RFOTC. The guards report any observed security issues and related facility security conditions such as, unlocked doors, facility lighting failures, after-hour and weekend unauthorized visitor surveillance, and follow up. The guard assists with issuing visitor IDs and providing on-site contractors, such as the evening janitorial crew, with visitor IDs and keys. The guard also inspects the facility,
secures doors following after-hour and weekend activities, and tests all duress alarms at public counters on a monthly basis. Universal Protection Services has been providing security service at the RFOTC since August 2010, when Universal Protection merged with Shield Security and assumed the contract that had been awarded to Shield Security through a competitive bid.

On February 24, 2015 a Request for Proposal (RFP) was issued and 269 firms were notified. Thirteen firms attended the pre-proposal meeting and twenty-two proposals were received on March 25, 2015, the due date.

An evaluation team consisting of staff members from Risk Management and Property Management reviewed the proposals. Based on the rankings, Securitas and Universal Protection Services were invited to participate in an interview process. After the final scoring, Universal Protection Services was the highest ranked firm. The evaluation team recommended entering into negotiations with Universal Protection Services. As part of the negotiations, OCFA requested best and final pricing for a three-year contract.

As a result of the Best and Final Offer received from Universal Protection Services on June 1, 2015, OCFA will save $3,150 during the three-year contract when compared to the initial offer.

The Purchasing Manager confirms that the proposal and evaluation process was conducted in accordance with the OCFA’s Purchasing Ordinance and all applicable rules and regulations. Based upon the evaluation results, it is recommended that the contract for security guard services be awarded to Universal Protection Services.

**Attachment(s)**
- Summary of Proposals and Evaluation Results
- Professional Service Agreement (Exhibit A – Request for Proposal Security Services is available upon request from the Clerk’s office.)
## ORANGE COUNTY FIRE AUTHORITY
### DC2011 – Security Guard Services
#### Summary of Proposals and Evaluation Results

<table>
<thead>
<tr>
<th>Proposals Received</th>
<th>Securitas Security Services</th>
<th>Universal Security Solutions</th>
<th>Nationwide Guard Services Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cost Proposal</strong></td>
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### National Security Industries & Svs
### AG Coast Calif
### Panther Security

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### ABM Janitorial Services
### Lyons Security Service
### General Security Service

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# Summary of Proposals and Evaluation Results

## Oceanic Security Services

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## Cypress Security

| Evaluators                           | 1                      | 2                | 3                |
| A. Method of Approach (25)           | 12                      | 15               | 15               |
| B. Qualifications & Exp. (35)        | 25                      | 25               | 25               |
| C. Personnel Selection (10)          | 5                       | 6                | 5                |
| D. Proposed Costs (30)               | 22                      | 22               | 22               |
| Sum of Proposal Scores               | 80                      | 69               | 89               |
| Proposal Ranking                     | 6                       | 10               | 3                |

## Platinum Security

| Evaluators                           | 1                      | 2                | 3                |
| A. Method of Approach (25)           | 18                      | 20               | 24               |
| B. Qualifications & Exp. (35)        | 30                      | 20               | 34               |
| C. Personnel Selection (10)          | 10                      | 7                | 9                |
| D. Proposed Costs (30)               | 22                      | 22               | 22               |
| Sum of Proposal Scores               | 80                      | 69               | 89               |
| Proposal Ranking                     | 15                      | 18               | 9                |

## Alltech Industries Inc

| Evaluators                           | 153,124.80              | 181,682.40       | 152,365.60        |
| A. Method of Approach (25)           | 7                       | 18               | 15               |
| B. Qualifications & Exp. (35)        | 30                      | 25               | 25               |
| C. Personnel Selection (10)          | 3                       | 5                | 6                |
| D. Proposed Costs (30)               | 22                      | 18               | 18               |
| Sum of Proposal Scores               | 80                      | 54               | 65               |
| Proposal Ranking                     | 19                      | 20               | 21               |

## Nu-Way Security & Investigative Svs

| Evaluators                           | 155,490.00              | 170,411.20       |
| A. Method of Approach (25)           | 25                      | 25               |
| B. Qualifications & Exp. (35)        | 35                      | 25               |
| C. Personnel Selection (10)          | 7                       | 7                |
| D. Proposed Costs (30)               | 21                      | 21               |
| Sum of Proposal Scores               | 80                      | 81               |
| Proposal Ranking                     | 4                       | 5                | 10               |

## Pacwest Security Svs

| Evaluators                           | 132,433.92              | 170,411.20       |
| A. Method of Approach (25)           | 10                      | 20               |
| B. Qualifications & Exp. (35)        | 25                      | 25               |
| C. Personnel Selection (10)          | 5                       | 7                |
| D. Proposed Costs (30)               | 21                      | 21               |
| Sum of Proposal Scores               | 79                      | 81               |
| Proposal Ranking                     | 7                       | 11               | 8                |

## Absolute International Security

| Evaluators                           | 155,490.00              | 170,411.20       |
| A. Method of Approach (25)           | 12                      | 20               |
| B. Qualifications & Exp. (35)        | 25                      | 25               |
| C. Personnel Selection (10)          | 7                       | 7                |
| D. Proposed Costs (30)               | 21                      | 21               |
| Sum of Proposal Scores               | 79                      | 81               |
| Proposal Ranking                     | 17                      | 8                | 14               |

## MPS Security

| Evaluators                           | 30                      | 30               |
| A. Method of Approach (25)           | 14                      | 15               |
| B. Qualifications & Exp. (35)        | 30                      | 18               |
| C. Personnel Selection (10)          | 4                       | 7                |
| D. Proposed Costs (30)               | 18                      | 18               |
| Sum of Proposal Scores               | 66                      | 58               | 81               |
| Proposal Ranking                     | 9                       | 18               |

## ABC Security Service, Inc.

| Evaluators                           | 152,365.60              |
| A. Method of Approach (25)           | 21                      |
| B. Qualifications & Exp. (35)        | 29                      |
| C. Personnel Selection (10)          | 27                      |
| D. Proposed Costs (30)               | 22                      |
| Sum of Proposal Scores               | 81                      |
| Proposal Ranking                     | 14                      |

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Attachment 1
### Summary of Proposals and Evaluation Results

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ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACTOR SERVICES ("Agreement") is made and entered into this 18th day of June, 2015, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as “OCFA”, and Universal Protection Services, a Limited Partnership, hereinafter referred to as “Firm”.

RECITALS

WHEREAS, OCFA requires the services of a firm to provide security guard services at the Orange County Fire Authority Regional Fire Operations & Training Facility located at 1 Fire Authority Road, Irvine, CA, hereinafter referred to as “Project”; and

WHEREAS, Firm has submitted to OCFA a proposal dated March 17, 2015, in response to OCFA Request for Proposal DC2011, and a Best and Final Offer dated June 1, 2015, copies of which is attached hereto as Exhibit “A” and as Exhibit “B” are incorporated herein by this reference; and

WHEREAS, based on its experience and reputation, Firm is qualified to provide the necessary services for the Project and desires to provide such services; and

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the “Proposal” attached hereto as Exhibit “A.” Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Exhibit “A” and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

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

1.3 **Licenses and Permits.**

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

1.4 **Familiarity with Work.**

By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the work to be performed, (b) has investigated the site of the work and become fully acquainted with the conditions there existing, (c) has carefully considered how the work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Firm discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCFA, Firm shall immediately inform OCFA of such fact and shall not proceed with any work except at Firm’s risk until written instructions are received from the Contract Officer.

1.5 **Care of Work.**

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

1.6 **Additional Services.**

Firm shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Firm shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the Fire Chief or his designee upon approval from the Executive Committee of the OCFA.

2. **TIME FOR COMPLETION**

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

3. **COMPENSATION OF FIRM**

3.1 **Compensation of Firm.**

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the pricing set forth in Exhibit “B,” in an amount not to exceed $458,679.12 for a three year term.

3.2 **Method of Payment.**

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

3.3 **Changes.**

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

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

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

3.4 **Appropriations.**

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

4.1 Time of Essence.

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

4.2 Schedule of Performance.

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm’s proposal, attached hereto as Exhibit “A”. The extension of any time period specified in Exhibit “A” must be approved in writing by the Contract Officer.

4.3 Force Majeure.

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

4.4 Term.

Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2018, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Firm.

The following principal of the Firm is hereby designated as being the principal and representative of Firm authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Steve Claton, President.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to
personally supervise the services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

5.2 **Contract Officer.**

The Contract Officer shall be Jonathan Wilby, OCFA Risk Manager, unless otherwise designated in writing by OCFA. It shall be the Firm's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Firm shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

5.3 **Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Firm, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Therefore, Firm shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of OCFA. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

5.4 **Independent Contractor.**

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Firm, its agents or employees, perform the services required herein, except as otherwise set forth herein. Firm shall perform all services required herein as an independent Firm of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Firm shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCFA.

6. **INSURANCE, INDEMNIFICATION AND BONDS**

6.1 **Insurance.**

6.1.1 **Insurance.**

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, general liability insurance including operations, products, and completed operations insurance in the amount of $1,000,000 combined single limit for bodily injury, personal injury and property damage/$2,000,000 aggregate; automobile insurance in the amount of $1,000,000 each accident/$1,000,000 uninsured motorist; professional liability insurance in the amount of $1,000,000 each occurrence/$2,000,000 aggregate. The general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence
limit. An endorsement to the General Liability Policy naming OCFA, its officers, officials, employees and volunteers as additional insureds is required to be submitted with the certificate of insurance. Firm shall also carry workers’ compensation insurance in accordance with California workers’ compensation laws. Such insurance shall be kept in effect during the term of this Agreement. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm’s obligation to indemnify OCFA, its Firms, officers and employees. Coverage shall be provided by admitted insurers with an A.M. Best’s Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm’s services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm’s services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy if the service requires such coverage.

6.2 Indemnification.

The Firm shall defend, indemnify and hold harmless OCFA, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys’ fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, and for errors and omissions committed by Firm, its officers, employees and agents, arising out of or related to Firm’s performance under this Agreement, except for such loss as may be caused by OCFA’s own negligence or that of its officers or employees.

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

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

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

7.4 Release of Documents.

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

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

8.3 Rights and Remedies are Cumulative.

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

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

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

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

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

8.6 **Termination for Default of Firm.**

If termination is due to the failure of the Firm to fulfill its obligations under this Agreement, OCFA may take over the work and prosecute the same to completion by contract or otherwise, and the Firm shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Firm for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 **Attorneys' Fees.**

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

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

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

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

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. **MISCELLANEOUS PROVISIONS**

10.1 **Confidentiality.**

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

10.2 **Notice.**

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

Orange County Fire Authority  
Attention: Jonathan Wilby  
Risk Manager  
1 Fire Authority Road  
Irvine, CA 92602  

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

To Firm:  
Steve Claton, President  
Universal Protection Service  
1551 North Tustin Ave, Suite 650  
Santa Ana, CA 92705

10.2 **Integrated Agreement.**

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

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

10.4 Severability.

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

10.5 Corporate Authority.

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

[Signatures on Following Page]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: ________________

By: ____________________

Jeff Bowman, Fire Chief

APPROVED AS TO FORM.

By: ____________________

DAVID E. KENDIG
GENERAL COUNSEL

Date: 6/10/15

ATTEST:

__________________________

Sherry A.F. Wentz
Clerk of the Board

"FIRM"

UNIVERSAL PROTECTION SERVICE

Date: 6/5/15

By: ____________________

Steve Claton, President
EXHIBIT “A”

(Response to RFP DC2011 – Unarmed Security Guard Services)

Available upon request to the Clerk's Office.
**Sole Source Purchase Order**  
**Fire Station 57 Alerting System Replacement**

**Contact(s) for Further Information**
- Mike Schroeder, Assistant Chief  
  mikeschroeder@ocfa.org  
  714.573.6008  
- Joel Brodowski, IT Manager  
  joelbrodowski@ocfa.org  
  714.573.6421

**Summary**
This agenda item seeks approval to issue a sole source purchase order to Westnet, Inc. to upgrade and replace the existing fire station alerting system controllers, speakers, lights and other components at Fire Station 57 (Aliso Viejo).

**Prior Board/Committee Action**
Not Applicable.

**Recommended Action(s)**
Approve and authorize the Purchasing Manager to issue a sole source purchase order contract to Westnet, Inc. for an amount not to exceed $48,527.90 to upgrade and replace the existing fire station alerting system controllers, speakers, lights, and other components at Fire Station 57 (Aliso Viejo).

**Impact to Cities/County**
Not Applicable.

**Fiscal Impact**
Funding is included in 2014/15 Fund 12110 General Fund – CIP.

**Background**
The OCFA’s Computer Aided Dispatch (CAD) replacement project went live September 9, 2014. Part of this project included integrating the existing analog electronic fire station alerting systems used in all OCFA fire stations with the new TriTech CAD system. Replacing the existing fire station alerting systems exceeded the scope of the CAD replacement project and was intended to occur as part of the ongoing upgrade schedule for Fire station alerting systems.

A Request for Proposal to integrate the existing fire station alerting systems with the new CAD system was completed and a contract awarded to Westnet Inc. in August 2013. Westnet installed their Master Control Unit (MCU) computer hardware, servers and interfaces at all 71 OCFA fire stations and the Regional Fire Operations and Training Center. Custom computer programming code was also developed to integrate the Westnet systems with the TriTech CAD system. Westnet is the sole manufacturer of their alerting technology, which is widely used by many fire departments in Southern California and across the country.
An OCFA fire station alerting system has a useful lifespan of 15 – years, and staff plans and budgets to upgrade 4 – 5 fire station alerting systems per year so that all stations will be replaced within 15 - years. Fire Station 57 (Aliso Viejo) will be the first OCFA fire station alerting system upgraded and completely replaced with a 100% Westnet digital electronic alerting system, due to its recent fire station alerting system component failures.

The Westnet MCU, computer hardware, servers and interfaces installed during the CAD replacement project will be retained and new controllers, lights, speakers and other Westnet components will be added. New OCFA fire stations will also have a complete Westnet fire station alerting system installed during construction.

The cost for a complete Westnet fire station alerting system will vary based on the size of the Fire station, the number of crew, and types of deployed apparatus. The estimated maximum cost is $50,000 per fire station. Staff is preparing a master contract to upgrade up to 5 fire stations per year and plans to submit the request for approval at a future Executive Committee meeting.

**Attachment(s)**
Contractor Services Agreement
ORANGE COUNTY FIRE AUTHORITY
CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACTOR SERVICES ("Agreement") is made and entered into this 18th day of June, 2015, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA" or "Authority", and Westnet Inc., a California corporation, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, OCFA requires the services of a Contractor for the purchase and installation of the First-In Fire Station Alerting system for Fire Station 57 located at 57 Journey, Aliso Viejo, CA 92656, hereinafter referred to as "Project"; and

WHEREAS, Contractor has submitted to OCFA a quote dated June 3, 2015, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference; and

WHEREAS, based on its experience and reputation, Contractor is qualified to provide the necessary services for the Project and desires to provide such services; and

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

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

AGREEMENT

1. CONTRACTOR SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the June 3, 2015 Quote ("Contractor's Quote"), which is attached hereto as Exhibit "A" and incorporated by reference into this Agreement. Contractor warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in Exhibit A and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

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

1.3 **Public Contracts Law.**

The Authority is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein, and will be complied with the Contractor.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded or perform a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall not pay less than the prevailing wage. It shall be the responsibility of the Contractor to obtain the prevailing wage rates from the Director of Industrial Relations directly.

1.4 **Licenses and Permits.**

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

1.5 **Familiarity with Work.**

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the work to be performed, (b) has investigated the site of the work and become fully acquainted with the conditions there existing, (c) has carefully considered how the work should be performed, and (d) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCFA, Contractor shall immediately inform OCFA of such fact and shall not proceed with any work except at Contractor’s risk until written instructions are received from the Contract Officer.

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

1.7 Additional Services.

Contractor shall perform services in addition to those specified in the Proposal when directed to do so in writing by the Contract Officer, provided that Contractor shall not be required to perform any additional services without compensation. Any additional compensation not exceeding ten percent (10%) of the original Agreement sum must be approved in writing by the Contract Officer. Any greater increase must be approved in writing by the OCFA Executive Committee.

2. TIME FOR COMPLETION

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

3. CONTRACT PRICE AND METHOD OF PAYMENT

3.1 Compensation of Contractor and payment terms.

Authority agrees to pay and the Contractor agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of forty-eight thousand, five hundred twenty-seven dollars and ninety cents ($48,527.90) as shown on the Contractor’s Quote.

Payments shall be made by Authority within seven (7) days of invoicing by the Contractor per the progress schedule set forth in the Contractor’s Quote. Payments may be subject to a retention of five (5) percent of the invoice amount to be released upon satisfactory completion of all work pursuant to this Agreement, subject to any extension granted under Section 4.2 of this Agreement.

Payments shall be made on demands drawn in the manner required by law, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract, and that the amount stated in the certificate is due under the terms of the Contract. Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.
3.3 Changes.

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

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

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

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

4.2 Schedule of Performance.

All services rendered pursuant to this Agreement and the Contractor's Quote, except technical support, shall be completed within 90 days of the execution of this Agreement ("Completion Date"). Any request for an extension must be submitted to the Contract Officer for review and approval at least twenty one (21) days in advance of the Completion Date.

4.3 Force Majeure.

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

Unless earlier terminated in accordance with Sections 8.5 and 8.6 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the services but not exceeding ninety days from the date hereof, unless extended by mutual written agreement of the parties.

5. **COORDINATION OF WORK**

5.1 **Representative of Contractor.**

The following principal of the Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Dawn Matheny, Chief Financial Officer.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Contractor without the express written approval of OCFA.

5.2 **Contract Officer.**

The Contract Officer shall be IT Manager, Joel Brodowski, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

5.3 **Restrictions on Subcontracting and Assignment.**

Contractor shall be responsible for the efficient and expedient performance of the work covered by this Agreement and the Contractor's Quote, including the use and management of any subcontractors, including those provided by Authority to perform work necessary to effectuate the terms of this Agreement. Contractor shall ensure all work done per this Agreement is performed in a manner that, to the extent practical, minimizes any adverse impact of said work on Authority's operations.

The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for OCFA to enter into this Agreement. Neither this Agreement nor any interest herein may be assigned or
transferred, voluntarily or by operation of law, without the prior written approval of OCFA.

5.4 **Independent Contractor.**

Neither OCFA nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of OCFA and shall remain at all times as to OCFA a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCFA.

6. **INSURANCE, INDEMNIFICATION AND BONDS**

6.1 **Insurance.**

Contractor shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, general liability insurance including operations, products, and completed operations insurance in the amount of $1,000,000 combined single limit for bodily injury, personal injury and property damage/$2,000,000 aggregate; automobile insurance in the amount of $1,000,000 each accident/$1,000,000 uninsured motorist; professional liability insurance in the amount of $1,000,000 each occurrence/ $2,000,000 aggregate. The general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. An endorsement to the General Liability Policy naming OCFA, its officers, officials, employees and volunteers as additional insureds is required to be submitted with the certificate of insurance. Contractor shall also carry workers’ compensation insurance in accordance with California worker’s compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contractor’s obligation to indemnify OCFA, its Contractors, officers and employees. Coverage shall be provided by admitted insurers with an A.M. Best’s Key Rating of at least A-VII. If Contractor provides claims made professional liability insurance, Contractor shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Contractor’s services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Contractor’s services under this Agreement. The Contractor shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy if the service requires such coverage.

6.2 **Indemnification.**
The Contractor shall defend, indemnify and hold harmless OCFA, its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by OCFA, and for errors and omissions committed by Contractor, its officers, employees, agents, and any subcontractors performing work necessary to perform all work in this Agreement, arising out of or related to Contractor's performance under this Agreement, except for such loss as may be caused by OCFA's own negligence or that of its officers or employees.

6.3 Payment Bond

Pursuant to Civil Code section 9950, the Contractor shall furnish, and maintain thereafter a payment bond for 100% of the amount specified in the Contractor's Quote until the project is complete. Authority shall release the bond upon satisfactory completion of work as provided for in this Agreement, and in a manner consistent with state law.

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

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

7.3 Ownership of Documents.

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

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

8. **ENFORCEMENT OF AGREEMENT**

8.1 **California Law.**

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

8.2 **Waiver.**

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

8.3 **Rights and Remedies are Cumulative.**

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

8.4 **Legal Action.**

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

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

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

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

8.5 **Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, it shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as the Contract Officer may designate, to cure the default by rendering satisfactory performance. In the event that Contractor fails to cure the default within such period of time, or if the default constitutes an immediate danger to health, safety or general welfare, then OCFA shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice. Further, OCFA has the option of taking over the work and prosecuting the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that OCFA shall use reasonable efforts to mitigate damages, and OCFA may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed to OCFA.

8.7 **Attorneys' Fees.**

If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

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

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

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

9.2 **Covenant Against Discrimination.**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or
segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

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

10.2 Notice.

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

To OCFA:
Orange County Fire Authority
Attention: Debbie Casper, Purchasing Mgr.
1 Fire Authority Road
Post Office Box 57115
Irvine, CA 92602

To Contractor:
Westnet Inc.
Attention: Dawn Matheny,
Chief Financial Officer
15542 Chemical Lane
Huntington Beach, CA 92649

10.2 Integrated Agreement.

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

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

10.4 **Severability.**

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

10.5 **Corporate Authority.**

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

[Signatures on Following Page]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

By: ____________________________________________

Jeff Bowman, Fire Chief

APPROVED AS TO FORM.

By: ____________________________________________

DAVID E. KENDIG
GENERAL COUNSEL

Date: 6/10/15

ATTEST:

By: ____________________________________________

Sherry A.F. Wentz
Clerk of the Board

“CONTRACTOR”

WESTNET INC.

Date: June 9, 2015

By: ____________________________________________

Dawn Matheny,
Chief Financial Officer
EXHIBIT A

Quote for Fire Station 57 – First-In Alerting System
Quote: OCFA Fire Station #57 First-In Alerting System - Final

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

From: Su Reid

Summary

Total Amount: $48,527.90
Shipping Method: Ground
Payment Terms: Net 30
Quote ID: Q-02498-SSK3
Date: 6/3/2015
Effective To: 9/3/2015

Description:
This is a quote for the First-In Alerting additional equipment including installation and one year of technical support. Quote does not include conduit of more than 20 feet, if required. Customer to provide VPN access to Westnet for remote adjustments and support. Plumber and Electrician will be required to install electric valve in gas line to stove and modify the building wiring and plumbing to accommodate the Appliance Controller. Pricing assumes each station's appliance has electric ignition.

Westnet performed a site visit on 6/2/15. An electrical outlet for the UPS will not be needed if the unused outlet in the gym is available upon installation.

Clarifying Comments:
Payment milestones are: Contract Design Review (15%), Test Procedure Signoff (5%), Manufacturing and Staging (20%), Installation (50%), Final System Acceptance (10%).

Shipping Information

Ship To: 
Bill To: 

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<td>$48.00</td>
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<tr>
<td>SSAT-M</td>
<td>Satellite Controller</td>
<td>4.00</td>
<td>$599.98</td>
</tr>
<tr>
<td>SSETS</td>
<td>Emergency Button</td>
<td>1.00</td>
<td>$225.00</td>
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<tr>
<td>SS-OSA-D</td>
<td>Outside Speaker Audio Module (includes two speakers)</td>
<td>1.00</td>
<td>$698.98</td>
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<tr>
<td>SS-SUU-10</td>
<td>Appliance and Systems Interface Unit</td>
<td>1.00</td>
<td>$1,925.00</td>
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<tr>
<td>SVC-LIFT-FEE</td>
<td>Lift Service Fee</td>
<td>1.00</td>
<td>$795.00</td>
</tr>
<tr>
<td>Wall Mount Rack</td>
<td></td>
<td>1.00</td>
<td>$418.65</td>
</tr>
</tbody>
</table>

### NOTES:

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.

2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).

3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Equipment Total</td>
<td>$24,712.75</td>
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<tr>
<td>Install Supplies</td>
<td>$1,970.49</td>
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<tr>
<td>Total Tax (8.0000000000 %)</td>
<td>$2,134.66</td>
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<tr>
<td>Station Equipment Install</td>
<td>$15,645.00</td>
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<tr>
<td>One Year Toll Free Technical Support</td>
<td>$0.00</td>
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<tr>
<td>On Site Warranty</td>
<td>$1,785.00</td>
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<tr>
<td>Project Coordination</td>
<td>$880.00</td>
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<tr>
<td>Permitting and Bonding</td>
<td>$1,400.00</td>
</tr>
<tr>
<td><strong>Total Amount</strong></td>
<td><strong>$48,527.90</strong></td>
</tr>
</tbody>
</table>

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur. However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding $250 will have prior approval, unless otherwise specified by the customer prior to commencement.
Award of Contract
Microsoft Enterprise License Agreement

Contact(s) for Further Information
Mike Schroeder, Assistant Chief  mikeschroeder@ocfa.org  714.573.6008
Support Services Department
Joel Brodowski, IT Manager  joelbrodowski@ocfa.org  714.573.6421

Summary
This agenda item is submitted for award of a three-year blanket order contract for the purchase of a Microsoft Enterprise License Agreement from PCMG, Inc. the lowest priced authorized reseller.

Prior Board/Committee Action
Not Applicable.

Recommended Action(s)
Approve and authorize the Purchasing Manager to establish a three-year blanket order contract to purchase a Microsoft Enterprise License Agreement from PCMG, Inc. for an aggregate not to exceed total of $973,577.82 (Year 1: $324,525.94; Year 2: $324,525.94; Year 3: $324,525.94).

Impact to Cities/County
Not Applicable.

Fiscal Impact
Funding is included in 2015/16 Fund 12110 General Fund – CIP.

Background
The Microsoft Enterprise License Agreement (MELA) allows organizations to license Microsoft software over a three-year period at the best available pricing. Each year of the three-year contract, staff will complete a “True-up” process to incorporate any new licenses purchased that year into the MELA. This is a simplified way to manage software licensing through a single contract and maintain license compliance.

The OCFA has standardized on Microsoft software technology as the primary computer operating system and suite of business programs for all employees at the Regional Fire Operations and Training Center and 72 fire stations. The OCFA has also standardized on Microsoft Server and SQL database as the preferred server/database technology in the OCFA’s state-of-the art data center for the 170 plus physical and virtual computer servers that run critical systems including: Computer Aided Dispatch (CAD), Geographic Information Systems (GIS), Fire Prevention and Incident Reporting systems, Business systems including Fleet Management, SharePoint, Staffing, Timekeeping, and numerous other systems.
This MELA renewal features an upgrade from desktop-based Microsoft Office programs to new Microsoft hybrid cloud-based technologies including Office 365 (Word, Excel, PowerPoint, Outlook, OneNote, etc.), Lync, OneDrive, SharePoint, Azure, and other programs. With the new technology, employees will have much improved collaboration opportunities with the ability to securely access work-related computer documents from any OCFA computer at any OCFA facility as well as from personal computers, smart-phones, and data tablets that are connected to the internet. Staff has been successfully pilot testing these cloud-based technologies for the past year and plans to begin deploying across the enterprise in FY 15/16.

The Fire Authority obtained price quotes from the 5 - authorized resellers using the County of Riverside’s negotiated contract prices including:

- Dell Marketing L.P. $1,035,754.41
- Insight Public Sector $1,005,080.97
- CompuCom Systems, Inc. $999,628.43
- En Pointe Technologies Sales, Inc. $992,453.69
- PCMG, Inc. $973,577.82, the lowest qualified bidder.

Attachment(s)
Price Quotes
## Orange County Fire Authority
### Microsoft Enterprise License Agreement Price Quotes
#### Information Technology

<table>
<thead>
<tr>
<th></th>
<th>Dell</th>
<th>Insight</th>
<th>CompuCom</th>
<th>En Pointe</th>
<th>PCMG</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Extended Price</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Annual Total:</strong></td>
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<td>$335,026.99</td>
<td>$332,683.71</td>
<td>$320,597.43</td>
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<td><strong>Three Year Total:</strong></td>
<td>$1,035,754.41</td>
<td>$1,005,080.97</td>
<td>$999,628.43</td>
<td>$992,453.69</td>
<td>$973,577.82</td>
</tr>
</tbody>
</table>

Legislative Update AB 1217

There are no supportive materials for this item.
This will be an oral report.