

ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS REGULAR MEETING

Thursday, February 25, 2016 6:00 P.M.

Regional Fire Operations and Training Center Board Room

1 Fire Authority Road Irvine, CA 92602

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Board of Directors after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at http://www.ocfa.org

If you wish to speak before the Fire Authority Board, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to being heard before the Board. Speaker Forms are available at the counters of both entryways of the Board Room.

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

CALL TO ORDER

INVOCATION by OCFA Chaplain Ken Krikac

PLEDGE OF ALLEGIANCE by Director Sachs

ROLL CALL

PUBLIC COMMENTS - CLOSED SESSION

At this time, any member of the public may address the Board on items listed under Closed Session. Comments are limited to three minutes per person. Please address your comments to the Board as a whole, and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

CLOSED SESSION

CS1. CONFERENCE WITH LABOR NEGOTIATOR

Chief Negotiator: Peter Brown, Liebert Cassidy Whitmore

Employee Organizations: Orange County Professional Firefighters' Association,

Local 3631, Orange County Fire Authority Chief

Officers' Association, and Unrepresented Employees

Authority: Government Code Section 54957.6

CS2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Authority: Government Code Section 54956.9(b) – Significant Exposure to Litigation (3 cases)

CLOSED SESSION REPORT

1. PRESENTATIONS

A. Requests for Commendations and Proclamations

Submitted by: Sherry Wentz, Clerk of the Authority

1. Recognition of the OCFA Budget Team as recipients of the Government Finance Officers Association's Distinguished Budget Presentation Award

Recommended Action:

Approve requests as submitted and make presentations to those present.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

REPORT FROM THE CLAIMS SETTLEMENT COMMITTEE CHAIR

REPORT FROM THE FIRE CHIEF

- HazMat Inspections Update (Lori Smith)
- CAD Update (Mike Schroeder)
- Brain Treatment Center Visit

PUBLIC COMMENTS - PUBLIC SESSION

Resolution No. 97-024 established rules of decorum for public meetings held by the Orange County Fire Authority. Resolution No. 97-024 is available from the Clerk of the Authority.

Any member of the public may address the Board on items within the Board's subject matter jurisdiction but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Board as a whole, and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

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

2. MINUTES

A. Minutes from the January 28, 2016 (1) Regular, and February 1, 2016, (2) Special Board of Directors Meetings

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

3. CONSENT CALENDAR

A. Secured Fire Protection Agreement for Hampton Inn & Suites

Submitted by: Brian Young, Organizational Planning Department

Recommended Actions:

- 1. Approve and authorize the Fire Chief or his designee to execute Secured Fire Protection Agreement with Tides Hospitality, LLC, related to the Hampton Inn & Suites Project (Lots 4 and 5) of Tract No 6551, Book 243, Pages 36-37, in the City of Irvine
- 2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange, and furnish the developers a copy of the conformed document within fifteen days of recordation.

4. **PUBLIC HEARING(S)**

No items.

5. DISCUSSION CALENDAR

A. Progress Report for Phase-One of Emergency Medical Services Service Delivery Enhancements

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

Recommended Actions:

Receive and file the report.

BOARD MEMBER COMMENTS

ADJOURNMENT - The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for March 24, 2016, 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 18th day of February 2016.

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

UPCOMING MEETINGS:

Budget and Finance Committee Meeting
Claims Settlement Committee Meeting
Executive Committee Meeting
Board of Directors Meeting

Wednesday, March 9, 2016, 12:00 noon Thursday, March 24, 2016, 5:00 p.m. Thursday, March 24, 2016, 5:30 p.m. Thursday, March 24, 2016, 6:00 p.m.



Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting February 25, 2016

Agenda Item No. 1A Presentations

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

MINUTES ORANGE COUNTY FIRE AUTHORITY

Board of Directors Regular Meeting Thursday, January 28, 2016 6:00 P.M.

Regional Fire Operations and Training Center Board Room

1 Fire Authority Road Irvine, CA 92602-0125

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on January 28, 2016, at 6:00 p.m. by Chair Hernandez.

INVOCATION

Senior Chaplain Dave Keehn offered the invocation.

PLEDGE OF ALLEGIANCE

Director Ta led the Assembly in the Pledge of Allegiance to the Flag.

ROLL CALL

Angelica Amezcua, Santa Ana Robert Baker, San Clemente Rick Barnett, Villa Park Lisa Bartlett, County of Orange Carol Gamble, Rancho Santa Margarita Craig Green, Placentia Noel Hatch, Laguna Woods Gene Hernandez, Yorba Linda Joseph Muller, Dana Point Al Murray, Tustin Dwight Robinson, Lake Forest John Perry, San Juan Capistrano Ed Sachs, Mission Viejo Don Sedgwick, Laguna Hills David Shawver, Stanton David Sloan, Seal Beach Michele Steggell, La Palma Elizabeth Swift, Buena Park Tri Ta, Westminster Phillip Tsunoda, Aliso Viejo

Absent: Shelley Hasselbrink, Los Alamitos

Jeffrey Lalloway, Irvine

Todd Spitzer, County of Orange

Robert Johnson, Cypress

Jerry McCloskey, Laguna Niguel

Also present were:

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

Assistant Chief Dave Thomas Assistant Chief Mike Schroeder Assistant Chief Lori Smith Communications Director Sandy Cooney

Human Resources Director Jeremy Hammond

PUBLIC COMMENTS – CLOSED SESSION (F: 11.11)

Stephen Wontrobski, Mission Viejo resident, addressed his concerns with regards to unfunded liability, retirement options, labor negotiations, and Orange County Employees Retirement System.

Kay Kearney, K&K Public Affairs, unable to stay for the public comment portion of the meeting, addressed the Board on behalf of the South Orange County Exchange Club to remind everyone of the upcoming Best and Bravest Awards Dinner, Thursday, February 4.

CLOSED SESSION (F: 11.15)

Director Barnett arrived at this point (6:09 p.m.).

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

Chair Hernandez recessed the meeting to Closed Session at 6:09 p.m.

CS1. CONFERENCE WITH LABOR NEGOTIATOR

Chief Negotiator: Peter Brown, Liebert Cassidy Whitmore

Employee Organizations: Orange County Professional Firefighters' Association,

Local 3631, Orange County Fire Authority Chief

Officers' Association, and Unrepresented Employees

Authority: Government Code Section 54957.6

CS2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Authority: Government Code Section 54956.9(b) – Significant Exposure to Litigation (3 cases)

Director Bartlett arrived at this point (6:14 p.m.).

Director Amezcua arrived at this point (6:15 p.m.).

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

Director Barnett left at this point (7:15 p.m.).

Chair Hernandez reconvened the meeting at 7:16 p.m.

CLOSED SESSION REPORT (F: 11.15)

General Counsel David Kendig stated there were no reportable actions.

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PRESENTATIONS

No items.

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

Budget and Finance Committee Vice Chair Swift reported at its January 13, 2016, meeting the Committee voted unanimously to receive and file the OCERS Quarterly Status Update; directed staff to place the following items on the agenda for the Executive Committee's consideration with the Budget and Finance Committee's recommendation that the Committee approve the recommended actions for the Monthly Investment Reports, First Quarter Financial Newsletter, and the Quarterly Purchasing Report. The Committee voted unanimously to direct staff to place the following items on the agenda for the Board of Directors with the recommendation that the Board approve the recommended actions: 2015 Urban Areas Security Initiative Grant Agreement, State Lobbying Service Amendment, 2016 Grant Priorities, Urban Search & Rescue and Hazardous Materials Staffing, Air Operations Program Staffing, and the FY 2015/16 Mid-Year Financial Report. The Committee voted to direct staff to place the Community Risk Reduction Staffing and Workload on the agenda for the Board of Directors consideration with the Budget and Finance Committee's recommendation that the Board approve the recommended actions, with Director Sachs voting in opposition suggesting staff consider the feasibility of fully outsourcing plan review services.

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

Human Resources Chair Shawver reported at its January 5, 2016, meeting, the Committee reviewed the Amendment to Board Rules of Procedure to change the frequency of its meetings from monthly to quarterly and voted unanimously to direct staff to place the item on the agenda for the Board of Directors consideration with the recommendation that the Board approve the recommended action. The Committee received updates on the following: graduation of Academy 41 and the start of Academy 42, recruitments for Battalion Chief and Apparatus Engineer, Classification Comp Studies status, and the Professional Standards Unit RFP Status Update.

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

Chair Hernandez reported the Committee considered a Worker's Compensation claim for claimant Gregory Hosburg, and stated there was no reportable action.

REPORT FROM THE FIRE CHIEF (F: 11.14)

Fire Chief Bowman reported on his FY 2015/16 Performance Update. He introduced Clerk of the Authority Sherry Wentz who reported on the recent Fair Political Practices Commission's training hosted by the OCFA. Fire Chief Bowman introduced Assistant Chief Michael Schroeder who recognized retiring OCFA Property Manager Steve Chambers and introduced the newly hired Property Manager Patrick Bauer. Communications Director Sandy Cooney introduced the newly appointed Public Information Officer (PIO) Larry Kurtz.

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PUBLIC COMMENTS – PUBLIC SESSION (F: 11.11)

Stephen Wontrobski, Mission Viejo resident, addressed the city of Costa Mesa's emergency medical services model.

2. MINUTES

A. Minutes from the November 19, 2015 (1) Regular, and January 7, 2016, (2) Special Board of Directors Meetings (F: 11.06)

On motion of Vice Chair Swift and second by Director Shawver, the Board voted to approve the November 19, 2015, regular meeting and January 7, 2016, Special Board of Directors meeting minutes as submitted. Director Amezcua and Director Robinson were recorded as abstentions from the November 19, 2015, meeting, due to their absence from the meeting. Director Amezcua was recorded as abstention from the January 7, 2016, meeting due to her absence from the meeting.

Director Barnett was absent for the vote.

- **3. CONSENT CALENDAR** (Agenda items 3C, 3F, and 3G were pulled for separate consideration)
 - A. Amendment to Board Rules of Procedure (F: 11.03)

On motion of Director Murray and second by Director Shawver, the Board of Directors voted to adopt the proposed Resolution to amend the Board of Directors Rules of Procedure relating to changing the regular meetings of the Human Resources Committee from monthly to quarterly during the months of January, April, July, and October.

RESOLUTION NO. 2016-01

A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING THE BOARD OF DIRECTORS RULES OF PROCEDURE TO CHANGE THE REGULAR MEETINGS OF THE HUMAN RESOURCES COMMITTEE

Director Barnett was absent for the vote.

B. 2015 Urban Areas Security Initiative Grant Agreement to Transfer Property or Funds (F: 16.02H)

On motion of Director Murray and second by Director Shawver, the Board of Directors voted to:

- 1. Approve and authorize the Fire Chief to execute the agreement and any necessary attachments to accept and administer the Urban Area Security Initiative (UASI) Grant Program award.
- 2. Approve a Budget Adjustment to the FY 2015/16 General Fund (121) to increase revenue and appropriations by \$167,727 for the FY 2015 UASI Grant award.

Director Barnett was absent for the vote.

C. State Lobbying Service Amendment to Agreement (F: 11.10F2)

Stephen Wontrobski, Mission Viejo resident, expressed concerns with the Joint Power Authority and Unfunded Actuarial Accrued Liability.

On motion of Vice Chair Swift and second by Director Murray, the Board of Directors voted unanimously by those present to:

- 1. Approve and authorize the Fire Chief to execute the second amendment to the agreement with Nielsen Merksamer Parrinello Gross & Leoni, LLP, for a contract increase of \$80,000 for additional assistance in opposition to AB 1217 or any other legislation, if needed, which forces state-mandated changes to the OCFA board composition or operation lobbying efforts.
- 2. Approve and authorize the Board Chair to approve and release the use of these additional funds, if needed.
- 3. Approve a budget adjustment in the FY 2015/16 General Fund (121) budget increasing expenditures by \$80,000 to support this contract.

Director Barnett was absent for the vote.

D. 2016 Grant Priorities (F: 11.10G)

On motion of Director Murray and second by Director Shawver, the Board of Directors voted to approve the 2016 Grant Priorities.

Director Barnett was absent for the vote.

E. Secured Fire Protection Agreements for Irvine Gateway Apartments, Irvine Gateway Townhomes, 7905 Gateway Hotel, and Reata at Oakbrook Village (F: 18.14)

On motion of Director Murray and second by Director Shawver, the Board of Directors voted to:

- 1. Approve and authorize the Fire Chief or his designee to execute Secured Fire Protection Agreements with Fairfield Von Karman LLC, related to the Irvine Gateway Apartments (Lot 1) and Irvine Gateway Townhomes (Lot 2) of Tract 17785, in the City of Irvine.
- 2. Approve and authorize the Fire Chief or his designee to execute a Secured Fire Protection Agreement with Spectrum Hotels, LLC, related to the 7905 Gateway Hotel Project (Parcel 2) of Parcel Map 201-161, in the City of Irvine.
- 3. Approve and authorize the Fire Chief or his designee to execute a Secured Fire Protection Agreement with Oakbrook Urban Village I, LLC, related to the Reata at Oakbrook Village Tract Map No. 17460, in the City of Laguna Hills.
- 4. Direct the Clerk of the Authority to record the Secured Fire Protection Agreements in the Official Records of the County of Orange, and furnish the developers copies of the conformed documents within fifteen days of recordation.

Director Barnett was absent for the vote.

F. Final Financial Report for Construction of Fire Station 56 (F: 19.07C56)

This item was pulled by staff to be considered at a future meeting.

G. Award of Bid #RO2087 Upgrade of Emergency Power Distribution for the Regional Fire Operations and Training Center (F: 19.07B10)

This item was pulled by staff to be considered at a future meeting.

4. **PUBLIC HEARING(S)**

No items.

5. DISCUSSION CALENDAR

Chair Hernandez, using his Chair's discretion, requested Agenda item 5D to be brought forward on the agenda.

D. FY 2015/16 Mid-Year Financial Report (F: 15.0415/16)

Assistant Chief Lori Zeller presented the FY 2015/16 Mid-Year Financial Report and summary of changes.

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

- 1. Approve a budget adjustment in Fund 121 increasing expenditures to allocate \$12,609,380 of available unencumbered funds identified in the FY 2014/15 financial audit to OCFA's unfunded pension liability.
- 2. Approve a budget adjustment in Fund 121 increasing expenditures to increase the FY 2015/16 Jurisdictional Equity Adjustment Payments by \$962,809 resulting in full accrual of the payments per the Second Amendment to the Amended Joint Powers Agreement, pending resolution of the appeal.
- 3. Approve a budget transfer of \$204,793 from Fund 121 to Fund 12110 to provide full fund balance in Fund 12110 to accommodate all Capital Improvement Program projects.
- 4. Approve a modification to the Five-Year Capital Improvement Program as proposed.
- 5. Direct staff to return to the Board of Directors in March 2016 for approval of all additional proposed budget adjustments for the FY 2015/16 budget.

Director Barnett was absent for the vote.

A. Community Risk Reduction Staffing and Workload (F: 17.10E)

This item was pulled by staff to be considered at a future meeting.

B. Analysis of Field Operations and Staffing for Urban Search & Rescue/Technical Rescue Truck Operations and Hazardous Materials Team Operations (F: 17.10D) (F: 18.11B) (F: 18.11C) (X: 22.05A)

Assistant Chief Brian Young presented the Analysis of Field Operations and Staffing for Urban Search & Rescue/Technical Rescue Truck Operations and Hazardous Materials Team Operations.

Devon Leonard, retired OCFA Division Chief and Chief Officers Association President, spoke in support of the US&R program and the agenda item.

Ray Geagan, OCFA firefighter and President of Local 3631, spoke in support of the agenda item.

On motion of Director Murray and second by Director Gamble, the Board of Directors voted to:

- 1. Establish 7.5% specialty compensation for Urban Search & Rescue trained Technical Rescue Truck personnel at an approximate annual cost of \$527,556.
- 2. Establish 2.5% specialty compensation for Hazardous Material Response Team members who have achieved Specialist Certification and have been assigned to the team for a minimum of two years at an annual cost of \$132,501.
- 3. Direct staff to include funding for a pro-rated share of this cost in the proposed Mid-

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Year FY 2015/16 Budget Review.

Director Barnett was absent for the vote.

C. Air Operations Program Enhancements: Staffing, Schedule, and Safety Management System (F: 17.10D) (X: 18.09)

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

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

- 1. Approve and authorize the Fire Chief to add one Firefighter/Paramedic post position (three employees) to the Air Operations Helicopter Program at a cost of \$665,256 annually.
- 2. Direct staff to include funding for a pro-rated share of the annual cost in the proposed Mid-Year FY 2015/16 Budget Review.

Director Barnett was absent for the vote.

BOARD MEMBER COMMENTS (F: 11.13)

Director Baker requested updates on both HazMat Inspections and Computer Aided Dispatch upgrades.

Director Muller thanked Division Chief John Abel for his recent ride-along.

Director Shawver reported as Chair of the Human Resources Committee, on a recent letter from Firefighters Union Local 3631, and thanked the labor group for its collaborative work on negotiations with OCFA.

CONTINUED CLOSED SESSION (F: 11.15)

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

Chair Hernandez recessed the meeting to Closed Session at 8:06 p.m.

Chair Hernandez reconvened the meeting at 8:21 p.m.

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CLOSED SESSION REPORT (F: 11.15)

General Counsel David Kendig stated there were no reportable actions.

ADJOURNMENT – Chair Hernandez adjourned the Board meeting at 8:24 p.m. to a Special Board meeting on Monday, February 1, 2016, at 12 noon.

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

MINUTES ORANGE COUNTY FIRE AUTHORITY

Board of Directors Special Meeting Monday, February 1, 2016 12:00 Noon

Regional Fire Operations and Training Center Board Room

1 Fire Authority Road Irvine, CA 92602-0125

CALL TO ORDER

A special meeting of the Orange County Fire Authority Board of Directors was called to order on February 1, 2016, at 12:00 noon by Chair Hernandez.

INVOCATION

Director Spitzer offered the invocation.

PLEDGE OF ALLEGIANCE

Director Muller led the Assembly in the Pledge of Allegiance to the Flag.

ROLL CALL

Robert Baker, San Clemente Rick Barnett, Villa Park Craig Green, Placentia Noel Hatch, Laguna Woods Gene Hernandez, Yorba Linda Jeffrey Lalloway, Irvine Jerry McCloskey, Laguna Niguel Joseph Muller, Dana Point Al Murray, Tustin John Perry, San Juan Capistrano Dwight Robinson, Lake Forest Ed Sachs, Mission Viejo David Shawver, Stanton David Sloan, Seal Beach Todd Spitzer, County of Orange Michele Steggell, La Palma Elizabeth Swift, Buena Park Tri Ta, Westminster Phillip Tsunoda, Aliso Viejo

Absent: Angelica Amezcua, Santa Ana

Carol Gamble, Rancho Santa Margarita

Robert Johnson, Cypress

Lisa Bartlett, County of Orange Shelley Hasselbrink, Los Alamitos Don Sedgwick, Laguna Hills

Also present were:

Assistant Chief Lori Zeller General Counsel David Kendig Clerk of the Authority Sherry Wentz

Director Barnett arrived at this point (12:05 p.m.).

PUBLIC COMMENTS

Stephen Wontrobski, Mission Viejo resident, addressed concerns regarding the Orange County Employees Retirement System, public record request responses, and unfunded liability impacts.

CLOSED SESSION

General Counsel Kendig reported the Board would be convening to Closed Session to consider the matters on the Agenda identified as CS1, Conference with Legal Counsel – Anticipated Litigation and CS2, Public Employee Discipline/Dismissal/Release/Consideration of Complaints.

Director McCloskey arrived at this point (12:06 p.m.).

Chair Hernandez recessed the meeting to Closed Session at 12:06 p.m.

CLOSED SESSION REPORT (F: 11.15)

CS1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation pursuant to Government Code Section 5456.9(d)(2) – (2 cases)

CS2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/ CONSIDERATION OF COMPLAINTS

(Government Code Section 54957)

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

Chair Hernandez reconvened the meeting at 1:27 p.m., with all prior members present.

General Counsel David Kendig stated there were no reportable actions.

ADJOURNMENT – Chair Hernandez adjourned the meeting at 1:28 p.m. to a special Board meeting on Thursday, February 4, 2016, at 12 noon.

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

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Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting February 25, 2016

Agenda Item No. 3A Consent Calendar

Secured Fire Protection Agreement for Hampton Inn & Suites

Contact(s) for Further Information

Brian Young, Assistant Chief <u>brianyoung@ocfa.org</u> 714.573.6014

Organizational Planning Department

Tamera Rivers, Management Analyst <u>tamyrivers@ocfa.org</u> 714.573.6199

Summary

This item is submitted to authorize the Fire Chief to execute Secured Fire Protection Agreement (SFPA) with Tides Hospitality, LLC, related to the Hampton Inn & Suites Project (Lots 4 and 5) of Tract No 6551, Book 243, Pages 36-37, in the City of Irvine.

Prior Board/Committee Action(s)

No committee action required or requested.

RECOMMENDED ACTION(S)

- 1. Approve and authorize the Fire Chief or his designee to execute Secured Fire Protection Agreement with Tides Hospitality, LLC, related to the Hampton Inn & Suites Project (Lots 4 and 5) of Tract No 6551, Book 243, Pages 36-37, in the City of Irvine.
- 2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange, and furnish the developers a copy of the conformed document within fifteen days of recordation.

Impact to Cities/County

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

Fiscal Impact

Revenue received from these agreements will be assigned to the Capital Improvement Program in Fund 123. Revenue produced by full entitlements on the Hampton Inn & Suites project is estimated to be \$53.400

Background

The SFPA defines the fair share contributions needed to adequately serve the intended developments and current communities adjacent to the project areas. The fair share contributions are \$600 per equivalent dwelling unit and are intended to cover a pro rata share of costs associated with providing fire protection infrastructure to the new developments. Payments will be made to OCFA after the agreement is signed and recorded and prior to the first building permit. The proposed agreement should provide OCFA and the developer with the ability to make long-range plans and decisions with respect to both infrastructure costs and operational costs associated with the development. This SFPA provides the OCFA with the necessary assurances needed to complete work/review on enhancements to the regional emergency fire services delivery system.

Hampton Inn & Suites, City of Irvine

Tides Hospitality, LLC is developing Hampton Inn & Suites on Lots 4 and 5 of Tract No 6551, Book 243, on Pages 36-37, in the City of Irvine. This project will provide the equivalent of 89 dwelling units in the project area. The SFPA is a required condition for project approval as per the Irvine Business Community adopted Environmental Impact Report, and is in the standard form and at the standard per unit cost required for new development. Revenues generated from the agreement are not restricted; staff contemplates using the fees for improvements to build Fire Station 52 (Irvine Business Complex) or rebuild Fire Station 28 (Irvine). Estimated revenue for the apartment project is \$53,400.

Attachment(s)

SFPA Hampton Inn & Suites, Irvine, CA

SECURED FIRE PROTECTION AGREEMENT

by and between the

ORANGE COUNTY FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY

and

Tides Hospitality, LLC

Effective Date: February 25, 2016

Project Name: Hampton Inn & Suites, Irvine, CA

ORANGE COUNTY FIRE AUTHORITY

SECURED FIRE PROTECTION AGREEMENT

WITH

TIDES HOSPITALITY, LLC

This Secured Fire Protection Agreement ("Agreement") is made between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA") and Tides Hospitality, LLC ("Company"), and is effective as of February 25, 2016.

RECITALS

- A. OCFA is a governmental entity, organized as a California Joint Powers Authority, providing fire protection and life safety services to over one million residents within the County of Orange ("County"), including the City of Irvine ("City") and all of the real property described in this Agreement.
- B. This Agreement covers real property owned by Company located within the County of Orange and the City of Irvine as of the date of this Agreement, all as described on Exhibit A attached hereto. The extent of Company development for which fire protection services will be provided by Authority shall cover all of the property subject to Lots 4 and 5 of Tract No. 6551, Book 243, Pages 36-37.
- C. Company's development of the Project Area is subject to the general development requirements and conditions (collectively, the "City Conditions") related to the provision for emergency response, fire protection services, equipment and facilities imposed by the City. The City Conditions generally include requirements for Company to enter into agreements with OCFA to ensure that Company will provide for and contribute its *pro rata* fair share costs of emergency response, fire protection services, equipment and facilities for the benefit of residents residing within the Project Area.
- D. OCFA and Company believe that this Agreement contains adequate safeguards to ensure OCFA's ability to enforce the obligations of this Agreement and protect the public interest.

AGREEMENT

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

SECTION 1. DEFINITIONS

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

- "Agreement" means this Secured Fire Protection Agreement, including the attached Exhibits between OCFA and the Company.
- "OCFA" means the Orange County Fire Authority, a governmental entity and California joint powers authority.
 - "City" means the City of Irvine, a member of OCFA.
 - "Company" means Tides Hospitality, LLC
- "City Conditions" means the general development requirements and conditions related to the provision of emergency response, fire protection services, equipment and facilities imposed by the City as conditions of approval on development projects proposed or undertaken in the City by Company.
- "Effective Date" means the date this Agreement is approved by the OCFA Board of Directors.
- "Fee" means the most current fee, as approved by OCFA or its successors or predecessors in interest, or as may be adopted by OCFA or its successors from time to time, for the funding in whole or in part of emergency response, fire protection services, equipment and facilities within the jurisdiction of OCFA.
- "Project Area" means the property owned by Company within the City as of the date of this Agreement, and as more particularly described in Exhibit A.
- "Security Instruments" means surety bonds, letters of credit or any other form of security or method, acceptable to OCFA, of assuring construction, installation, or provision of emergency response, fire protection services, equipment and facilities.

SECTION 2. COMPANY OBLIGATIONS

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

A. Acknowledgment of Obligations and Satisfaction of OCFA Requirements

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

B. Pro Rata Share

- 1. Company agrees to pay in full its *pro rata* share as provided below:
- (a) A cash contribution in an amount determined by multiplying the applicable fee in effect at the time payment is due by the number of proposed residential dwelling units and, in the case of commercial development, the square footage equivalency as determined by the formula in subparagraph (b) below (all as shown on the attached Exhibit B), within ten (10) days of issuance of the first residential or commercial building permit ("Due Date") for any portion of the property owned by Company within the Project Area as of the Effective Date. The parties agree that the applicable fee on the Effective Date is \$600/unit. The parties further agree that the Company's total funding obligation on the effective date of this Agreement is \$53,400.00 (all as shown on Exhibit B).
- (b) Such amounts of residential dwelling units and square footage of commercial development may be adjusted according to an equivalency formula as follows: 1) commercial development square footage may be divided by 1,000 and then multiplied by 0.9 (nine/tenths or 9/10) to reach the equivalent dwelling units; 2) residential dwelling units may be divided by 0.9 (nine/tenths or 9/10) and then multiplied by 1,000 to reach the equivalent commercial square footage.
- 2. Nothing in this Agreement shall be construed to prohibit Company from paying all, or a portion, of the amount(s) set forth above in advance of the Due Date. Such prepayment will be calculated by multiplying \$600 or the applicable fee in effect at the time of payment by the number of units for which the Company wishes to prepay. Company will not be responsible for any subsequent fee increase that may be adopted by OCFA between the date of payment and the issuance of a building permit for the units covered by the paid fee.
- 3. In the event that the actual number of dwelling units, or equivalent dwelling units, built is less than 89, OCFA will make such adjustments as may be appropriate, including the payment of any refund for any amounts overpaid. At build-out, documentation satisfactory to OCFA shall be furnished to OCFA which

verifies the actual number of dwelling units, or equivalent dwelling units, constructed and that no further units, or equivalent units, shall be built on the property in the Project Area owned by Company on the Effective Date. Such documentation shall serve as the basis for making any necessary adjustments by multiplying the applicable fee in effect at the time of the last payment to OCFA by the actual number of units, or equivalent units, that were not built (calculated by subtracting the total number of units, or equivalent units, built from 89, the total number of units, or equivalent units, allowed). OCFA shall refund the Company for any amounts overpaid within thirty (30) days of the earlier of (i) written notification to OCFA that the Company will build less than the 89 proposed residential dwelling units; and (ii) the date the OCFA receives the above-referenced documentation which shall serve as the basis for making any necessary adjustments by multiplying the applicable fee in effect at the time of the last payment to OCFA by the actual number of units, or equivalent units, that were not built.

SECTION 3. SECURITIES

A. Security to Guarantee Payment

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

- 1. <u>Form of Security Instruments</u>. All Security Instruments shall meet the following minimum requirements and otherwise shall be in a form acceptable to OCFA:
- (a) Any insurance company acting as surety shall have a minimum rating of A, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey 08858; any bank issuing a Letter of Credit shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's; each entity acting as a surety shall be licensed to do business in California.
- (b) Payments under the security instrument shall be required to be made in the County of Orange, State of California.
- (c) The security instrument shall reference Company's obligations under this Agreement, shall be irrevocable, and shall include, as an additional obligation secured, the responsibility to compensate OCFA for all of OCFA's reasonable attorneys' fees and litigation expenses reasonably incurred in enforcing its rights under the security instrument.
- 2. <u>Release of Security Instruments</u>. OCFA shall release or partially release the Faithful Performance Bond or Letter of Credit, *pro rata*, upon Company's written request as and when OCFA receives payment and after acceptance of Company's final payment obligation pursuant to Section 2.

SECTION 4. DEFAULT AND ATTORNEYS' FEES

A. Remedies Not Exclusive

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

B. Attorneys' Fees and Costs

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

SECTION 5. GENERAL PROVISIONS

A. Successors and Assigns

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

B. Density and Intensity of Development

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

C. Waiver of Rights and Claims

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

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

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

D. Good Faith Negotiations

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

E. Severability

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

F. Notices

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

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

To: Narendra Patel
Tides Hospitality, LLC
2381 Morse Ave
Irvine, CA 92614

WITH COPY TO:
David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
WITH COPY TO:
None

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

G. Entire Agreement

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

H. Recordation of Agreement

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

I. Time of the Essence

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

J. Exhibits to Agreement

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

Exhibit A - Description of the Project Area

Exhibit B - Fire Service Impact Fees

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K. **Authorized Signatories**

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

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

	ORANGE COUNTY FIRE AUTHORITY a California Joint Powers Authority
Date:	By: Jeff Bowman, Fire Chief Orange County Fire Authority
ATTEST:	
By: Sherry Wentz Clerk of the Orange County Fire Authority	Date:
APPROVED AS TO FORM:	
DAVID E. KENDIG GENERAL COUNSEL	
By: Device Kondf	Date: 2/17/16
	TIDES HOSPITALITY, LLC
Date: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	By: Narendra Patel, Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this cert document to which this certificate is attached, and no	ificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document.
State of California	1
County of Osemge)
On Jan. 25 1206 before me, I	K Shal and a law and
Date Delore me,	Here Insert Name and Title of the Officer
personally appeared Nabendsa P	atel
prosinally appointed	Name(s) of Signer(s)
	Marrie(s) or Signer(s)
	ory evidence to be the person(s) whose name(s) is/are by evidence to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
D.K. SHAH COMM1987901 NOTARY PUBLIC CALIFORNIA — ORANGE COUNTY My Term Exp. August 13, 2916	Signature of Notaty Public
Place Notary Seal Above	
O	PTIONAL
Though this section is optional, completing the fraudulent reattachment of the	is information can deter alteration of the document or nis form to an unintended document.
Description of Attached Document Title or Type of Document: Secured Fixe Number of Pages: 14 Signer(s) Other Th	2Ps dechim Programment Date: 1125/16
Capacity(ies) Claimed by Signer(s)	ian Named Above:
Signer's Name:	Signer's Name: _
Corporate Officer — Title(s):	Gigner's Name: ☐ Corporate Officer — Title(s):
Partner — Limited General	☐ Partner — ☐ Limited ☐ General
Individual ☐ Attorney in Fact Trustee ☐ Guardian or Conservator	☐ Individual ☐ Attorney in Fact
Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other:
gner Is Representing:	Signer Is Representing:
	3.

EXHIBIT A LEGAL DESCRIPTION OF THE PROJECT AREA

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 4 OF TRACT NO. 6551, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 243, PAGES 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GASRIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY OTHER LAND. INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EOUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND, AS RESERVED IN THE DEED FROM THE IRVINE COMPANY, A MICHIGAN CORPORATION, RECORDED JUNE 26, 1992 AS INSTRUMENT NO. 92-431754, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY AND ALL WATER, RIGHTS OR INTERESTS THEREIN, NO MATTER HOW ACQUIRED BY GRANTOR, AND OWNED OR USED BY GRANTOR IN CONNECTION WITH OR WITH RESPECT TO THE LAND, TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, REDRILL, REMOVE AND STORE THE SAME FROM THE LAND OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER RIGHTS OR INTERESTS ON ANY OTHER PROPERTY OWNED OR LEASED BY GRANTOR, WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, APPROPRIATE, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL, BUT WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF THE LAND IN THE EXERCISE OF SUCH RIGHTS, AS RESERVED IN THE DEED FROM THE IRVINE COMPANY, A MICHIGAN CORPORATION, RECORDED JUNE 26, 1992 AS INSTRUMENT NO. 92-431754, OFFICIAL RECORDS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS PURPOSES, AS SAID EASEMENT IS SET FORTHIN THAT CERTAIN DECLARATION OF ACCESS EASEMENTS RECORDED NOVEMBER 18, 1991 AS INSTRUMENT NO. 91-627001 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL A:

LOT 5 OF TRACT NO. 6551, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA. AS SHOWN ON A MAP FILED IN BOOK 243, PAGES 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY OTHER LAND. INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTION ALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES; WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND, AS RESERVED IN THE DEED FROM THE IRVINE COMPANY, A MICHIGAN CORPORATION, RECORDED NOVEMBER 27, 1991 AS INSTRUMENT NO. 91-658743 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY AND ALL WATER, RIGHTS OR INTERESTS THEREIN, NO MATTER HOW ACQUIRED BY GRANTOR, AND OWNED OR USED BY GRANTOR IN CONNECTION WITH OR WITH RESPECT TO THE LAND, TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REDRILL, REMOVE, AND STORE THE SAME FROM THE LAND OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER RIGHTS OR INTERESTS ON ANY OTHER PROPERTY OWNED OR LEASED BY GRANTOR, WHETHER SUCH WATER RIGHTS SHALL BE RIPARIAN, OVERLYING, APPROPRIATIVE, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL; BUT WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPONTHE SURFACE OF THE LAND IN THE EXERCISE OF SUCH RIGHTS, AS RESERVED IN THE DEED FROM THE IRVINE COMPANY, A MICHIGAN CORPORATION, RECORDED NOVEMBER 27, 1991 AS INSTRUMENT NO. 91-658743 OF OFFICIAL RECORDS.

PARCEL B:

NON-EXCLUSIVE EASEMENTS AS SET FORTH IN THAT CERTAIN INSTRUMENT ENTITLED "DECLARATION OF ACCESS EASEMENTS" RECORDED NOVEMBER 18, 1991 AS INSTRUMENT NO. 91-627001 IN THE OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

ADDRESS: 2192 DUPONT DRIVE

EXHIBIT B FIRE SERVICE IMPACT FEES

Dwelling Units	Rate	Obligation
89 EDU ****	\$600	\$ 53,400
Total Units – 89 EDU	\$600	\$ 53,400

^{****} Commercial development square footage total is 99,235. 99,235 divided by 1,000 and multiplied by 0.9 (nine/tenths or 9/10) equals 89.31 dwelling units. Rounded to 89 dwelling units. 89 multiplied by \$600 per dwelling unit, equals total fee of \$53,400.

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Orange County Fire Authority AGENDA STAFF REPORT

Board of Directors Meeting February 25, 2016

Agenda Item No. 5A Discussion Calendar

Progress Report for Phase-One of Emergency Medical Services Service Delivery Enhancements

(Cont	tact	(\mathbf{S})) for	r Fur	ther	In	format	ion
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Brian Young, Assistant Chief Organizational Planning Department	brianyoung@ocfa.org	714.573.6014
Dave Thomas, Assistant Chief Operations Department	davidthomas@ocfa.org	714.573.6012
Brad Phoenix, Battalion Chief Strategic Services	bradphoenix@ocfa.org	714.573.6198

Summary

This item is submitted to provide a progress report regarding the implementation of the Phase-One service delivery enhancements. Phase-One delivery is the first step in the "Proposed Emergency Medical Services (EMS) Service Delivery Enhancements" (as identified in the 180 – Day Plan as Initiative 3.1) originally targeted for implementation in FY 2015/16.

Prior Board/Committee Action(s)

At its April 23, 2015, meeting, the Board voted unanimously to include funding for Phase-One emergency medical services delivery enhancements in the proposed FY 2015/16 budget, and directed staff to continue to evaluate and recommend the phase-in of service enhancements, as feasible, at six month intervals.

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

These Phase-One enhancements improved service delivery and enhanced firefighter safety. Advanced Life Support (ALS) response times and the number of responding units have been reduced. Additionally, the need for automatic aid support from neighboring agencies has been reduced.

Fiscal Impact

The conversion of Yorba Linda Medic 32 to Yorba Linda Paramedic Engine 32 and Yorba Linda Paramedic Engine 10 had an associated cost of \$66,329. The configuration change of Tustin Truck 43 and Laguna Niguel Truck 49 from Paramedic Assessment Units (PAU) to Paramedic Trucks totaled \$132,658 (\$66,329 each). The addition of a fourth firefighter on Dana Point Engine 30 to create Dana Point Paramedic Engine 30 was \$662,409, which is to address a long-standing operational deficiency. The total cost for all recommended enhancements was \$861,396. The fiscal impacts were reflected in the FY 2015/16 budget.

Background

Conducting a preliminary analysis of field operations was a key goal that was identified by Fire Chief Bowman in his initial 120-Day Plan and reinforced in the original 180-Day Plan. Several joint labor/management work groups were created to evaluate field operations. These work groups continue to evaluate emergency service delivery, as well as specialty services, such as hazardous materials response and urban search and rescue. The emergency service deployment work group brought forth the recommended enhancements.

One of the primary objectives identified by the work group was to reduce the number of units that respond to emergency incidents. The current service delivery model of the OCFA occurs in a variety of models. When a medical-related incident is dispatched, the configuration of the involved units determines how many units respond. If the unit is a four-person Paramedic Engine or Paramedic Truck, that single unit responds to the incident. If one of the units is a Basic Life Support Unit (BLS) or a PAU, then a second paramedic unit is required to respond, thereby creating a two unit response. The need to have multiple units respond to a single incident has an impact on available resources within the OCFA delivery area, as well as neighboring automatic aid agencies.

Dana Point, Laguna Niguel, Tustin, and Yorba Linda were the first reconfigurations proposed to be implemented in Phase-One. Based on statistical data, these jurisdictions were recognized as target areas that could be enhanced with minor alterations. The proposed service delivery enhancements came in three models. The first was the conversion of Laguna Niguel Truck 49 and Tustin Truck 43 from four-firefighter PAU to four-firefighter Paramedic Trucks, which required adding a paramedic bonus (\$66,329) to each truck to cover the three shifts. The second was the conversion of Yorba Linda Medic 32 from a two-firefighter paramedic van to a four-firefighter Paramedic Engine 32 and a four-firefighter Paramedic Engine 10, which required adding a single paramedic bonus (\$66,329) to Engine 32 to cover the three shifts. Lastly, the addition of a fourth firefighter to Dana Point PAU 30 created Paramedic Engine 30. The cost of adding the fourth firefighter to cover three shifts was \$662,409.

The desired outcome of these changes is measured by response data during the first six months of FY 2015/16 (July 10, 2015, through January 9, 2016), with the intent to decrease the number of responding units, improve ALS response times, improve unit availability for simultaneous emergencies, and decrease the impact on neighboring jurisdictions, as detailed in the attachment.

Attachment(s)

Phase-One Service Delivery Enhancement Summary

Service Delivery Enhancements - Phase 1 Evaluation

Purpose:

- To improve service delivery
- · Advance Life Support (ALS) response times will be reduced
- · The number of responding units will be reduced
- · Improve unit availability for simultaneous emergencies
- Decrease emergency response impact on neighboring jurisdictions into OCFA coverage area
- Enhance firefighter safety (2 in/2 out)

Background:

As approved by the Board of Directors at the April 23, 2015, Board Meeting, OCFA implemented the Phase 1 Enhancement Program. This program consisted of

- Remove M32 from service
 - o Create ME32
 - o Create ME10
- Add 1 FF/PM to E30 creating ME30
- Change T43 to PMT43
- Change T49 to PMT49
- Existing PME E34 and E29 option to utilize proposed PAU status

July 10, 2015 was the implementation of the trial period. The total cost of this enhancement is \$861,396.

Analysis:

The comparative data is from the TriTech CAD System for the date range of Jan 10-July 9, 2015, for comparison before implementation and July 10, 2015, to January 9, 2016, for the evaluation period. For the purpose of measuring service delivery, the units participating in Phase 1 of the ALS Service Delivery Enhancement and the affected adjacent units were analyzed.

Workload

By Unit

Unit	Pre-Implementation 1-10-2015 to 7-09-2015	Post-Implementation 7-10-2015 to 1-9-2016	Percent of Change
E10	815	872	+7%
E29	1,663	1,464	-12%
E30	1,071	1,140	+6%
E32	605	716	+18%
E34	1,395	1,155	-17%
T43	363	676	+86%
T49	676	747	+11%
M5	1,034	334	-68%
M7	1,331	496	-63%
M21	1,834	1,753	-4%
M32	760	0	-100%
Total	11,550	9,353	-19%

By Battalion

Battalion Unit Responses	Pre-Implementation 1-10-2015 to 7-09-2015	Post-Implementation 7-10-2015 to 1-9-2016	Percent of Change
B2	3,575	2,743	-832 responses or -23%
B6	5,775	4,181	-1594 responses or -28 %
В3	2,197	2,429	+232 responses or +11%
Total without B3 included	9,350	6,924	-2426 responses or –26%
Total with B3 included	11,547	9,353	-2194 responses or – 19%

Reducing the workload increases unit availability. E29 and E34 workload decreased due to the addition of PME10, PME30. M5 and M7 workload was decreased by the addition of PMT49. Adding paramedic status to T43 created an increased workload to the area served by FS43.

Commit Times

Unit	Average Jan-Jul	Average Jul-Jan	Total Jan- Jul	Total Jul- Jan	Commit Time Change
E10	0:21:03	0:19:59	285:51:30	290:27:48	+276 min.
E29	0:28:19	0:21:15	784:46:08	518:37:51	-15,967 min.
E30	0:19:42	0:18:40	351:36:20	354:47:45	+192 min.
E32	0:21:55	0:24:12	220:58:29	288:44:50	+4,067 min.
E34	0:26:18	0:21:19	611:26:25	410:11:38	-12,074 min.
M5	0:32:00	0:34:35	551:31:48	442:43:36	-6,528 min.
M7	0:35.13	0:32.02	781:17:26	643:26:06	-8,271 min.
M21	0:24:47	0:25:30	757:36:04	745:15:22	-741 min.
M32	0:30:26	0:18:50	384:33:16	0:18:50	-23,091 min.
T43	0:23:15	0:29:21	140:41:33	330:41:59	+11,400 min.
T49	0:22:02	0:20:15	248:14:55	254:10:34	+356 min

Battalion	Impact on Availability	
2	129 hours more availability*	
3	178 hours less availability	
6	257 hours more availability**	
* 514 hours more availability if M32 is included		
**503 hour	s more availability if M5 and M7 is included	

Commit times also reflect unit availability. Lower commit time will result in increased unit availability. An increase in commit time reflects increase in unit usage. T43 had a significant increase in commit time while E10, E30 and PMT49 had a marginal increase. E32 commit time increased noticeably. E29 and E34 commit times were substantially reduced during the six month trial period. With the implementation of PMT49, commit times of both M5 and M7 were significantly reduced. Overall, as a result of the service delivery enhancements, B2 and B6 saw a reduction of commit times and an increase in unit availability.

Number of Units On-Call

	1-10-2015 to 7-09-2015	7-10-2015 to 1-9-2016
1 Unit	1,973	4,170
2 Units	5,818	4,395
3 Units	977	833
4 or more Units	553	530
Total Incidents	9,324	9,928

One goal of the service delivery enhancements was to reduce the number of units on calls. The chart above shows that the number of 2 unit calls have reduced by 24%, and the number of 1 unit calls have increased by 111%. Units involved in the analysis include E10,

E29, E30, E32, E34, M5, M7, M21, M32, T43 and T49. 86% of analyzed calls are one or two unit calls.

2 In 2 Out

2 in 2 out measures the time that 4 firefighters on 1 responding unit (engine or truck only) arrives on scene. To measure the 2 in 2 out factor after the enhancements were in place, the data for the first due areas of E10, 30, and 32 were reviewed. E10, E30 and E32 staffing was increased from 3 FF to 4FF for the trial period. The information is provided for review, but caution should be used for decision making purposes as the data set is small and it is focused on single station roll areas (not system wide).

The numbers provided show the time delay from 3 firefighters to 4 firefighters. Although average times were provided, several incidents had a 0 value.

ORC10		
1-10-2015 to 7-09-2015		
Incident Number	Time Delay	
2015010614	0:01:56	
2015015556	0:00:23	
2015016878	0:00:00	
2015020079	0:01:48	
2015026507	0:00:00	
2015036324	0:00:00	
2015038769	0:02:14	
2015040374	0:00:00	
2015050517	0:03:17	
2015054880	0:02:25	
2015055944	0:01:27	
2015059983	0:01:04	
2015059984	0:00:00	
Average	0:01:07	

ORC10 7-10-2015 to 1-09-16		
Incident Number	Time Delay	Time Delay No Enhancement
2015078299	0:00:00	0:00:00
2015089996	0:00:00	0:00:00
2015094141	0:00:00	0:01:17
2015094327	0:00:00	0:00:04
2015099736*	0:05:16	0:05:16
2015120414	0:00:00	0:00:00
2015120427	0:00:00	0:00:00
2015124370	0:00:00	0:00:00
2016001745	0:00:00	0:00:00
Average	0:00:35	0:00:44

ORC 30 1-10-2015 to 7-09-2015		
Incident Number	Time Delay	
2015009339	0:01:11	
2015009797	0:02:55	
2015018377	0:00:00	
2015020448	0:03:52	
2015036916	0:00:00	
2015039231	0:01:22	
2015058662	0:02:06	
2015062017	0:03:12	
2015067389	0:00:00	
Average	0:01:38	

ORC30 7-10-2015 to 1-09-2016			
Incident Number	Time Delay	Time Delay No Enhancement	
2015078052	0:00:00	0:05:20	
2015084595	0:00:00	0:00:00	
2015088576	0:00:00	0:01:22	
2015095036	0:00:00	0:00:00	
2015114623	0:00:00	0:00:00	
2015116647	0:00:00	0:00:00	
2015116934	0:00:00	0:00:00	
2015117374	0:00:00	0:00:00	
2015117396	0:00:00	0:00:00	

ORC 32		
1-10-2015 to 7	7-09-2015	
Incident Number	Time Delay	
2015005700	0:00:37	
2015013196	0:00:19	
2015032382	0:01:14	
2015033768	0:00:10	
2015043928	0:01:39	
2015043928	0:01:03	
2015056483	0:00:06	
Average	0:00:44	

2015121348	0:00:00	0:00:00
2015130752	0:00:00	0:00:47
2015132549	0:00:00	0:00:44
Average	0:00:00	0:00:41

Attachment

ORC32				
7	-10-2015 to 1	-09-2016		
Incident	Time Delay	Time Delay No		
Number		Enhancement		
2015079184	0:00:00	0:00:00		
2015083454	0:00:00	**0:02:00		
2015093777*	0:00:45	0:00:45		
2015098131	0:04:02	0:04:02		
2015112648	0:00:15	0:00:15		
2015125981	0:00:00	0:00:24		
2015130608	0:00:00	0:00:27		
2015131851*	0:00:31	0:00:31		
2015132243	0:00:00	0:00:00		
2015132271*	0:00:00	0:00:03		
Average	0:00:33	0:00:51		

^{*}Anaheim Fire Department unit 1st on scene

Average of 21 second delay prior to service enhancements to establish 2 in 2 out compared to with service enhancements. Without service enhancements, the time delay to establish 2 in 2 out was 45.

Mutual/Automatic Aid

Reducing Mutual/Automatic Aid received by OCFA, was a given goal. The following charts responses from neighboring agencies into the affected area of the service enhancements, specifically Placentia, Yorba Linda, and Dana Point.

^{**}Time estimate, subsequent units cancelled enroute approximately 2 minutes after E32 arrival to scene

ANAE5, ANAE8, ANAE9, ANAE10, ANAT8, ANAT10, BREE3, FULE3, FULE5 into ORC10, 32,34,35,53

1-10-15 to 7-09-15			7-10-15 to 1-09-16			
Responding Unit	FIRST DUE		Responding Unit	FIRST D	UE	% of Change
ANAE10		4	ANAE10		0	-100%
	ORC32	1				-100%
	ORC53	3				-100%
ANAE5		337	ANAE5		273	-19%
	ORC10	1		ORC10	7	+600%
	ORC32	2		ORC32	1	-50%
	ORC34	62		ORC34	9	-85%
	ORC35	272		ORC35	256	-6%
ANAE8		165	ANAE8		132	-20%
	ORC10	100		ORC10	63	-37%
	ORC32	18		ORC32	23	+28%
	ORC34	27		ORC34	9	-67%
	ORC35	19		ORC35	33	+74%
	ORC53	1		ORC53	4	+300%
ANAE9		31	ANAE9		29	-6%
	ORC10	5		ORC10	3	-40%
	ORC32	11		ORC32	11	0%
	ORC35	0		ORC35	1	
	ORC53	15		ORC53	14	-7%
ANAT10		238	ANAT10		270	+13%
	ORC32	127		ORC32	90	-29%
	ORC34	2		ORC34	0	-100%
	ORC53	109		ORC53	180	+65%
ANAT8		74	ANAT8		56	-24%
	ORC10	48		ORC10	21	-56%
	ORC32	10		ORC32	16	+60%
	ORC34	11		ORC34	5	-55%
	ORC35	5		ORC35	9	+80%
	ORC53	0		ORC53	5	10070
FULE3	Olicoo	66	FULE3	- Olicoo	76	+15%
TOLLO	ORC10	1	TOLLS	ORC10	0	-100%
	ORC32	0		ORC32	1	10070
	ORC34	3		ORC34	4	+33%
	ORC35	62		ORC35	71	+15%
FULE5	OitCoo	77	FULE5	ORCOO	266	245%
- 5225	ORC10	3	- 0223	ORC10	1	-67%
	ORC34	41		ORC34	101	+146%
	ORC35	33		ORC35	164	+397%
BREE3	Olicoo	38		01000	64	+68%
DIGLES	ORC10	7		ORC10	5	-29%
	ORC32	1		ORC10	0	-100%
	ORC34	26		ORC32	56	115%
	ORC35	4		ORC34	3	-25%
	UKUSO	4		ORCSS	_ ა	-23%

LABE4 into ORC05, 30, 49

1-10-15 to 7-09-15			7-10-15 to 1-09-16					
Respondi	ing Unit	First Due		Respond	ing Unit	First Due		% of Change
LABE4	241			LABE4	58			-76%
		ORC05	23			ORC05	5	-78%
		ORC30	214			ORC30	49	-77%
		ORC49	4			ORC49	4	0%

The objective of decreasing emergency response impact on neighboring jurisdictions into ORC coverage area was recognized in the response areas of ORC E10, E30 and E32. Responses to those areas from neighboring jurisdictions was reduced by 47%. ORC T43 and T49 historically do not respond to EMS incidents with neighboring agencies; therefore, their response data was not included. E29 and E34 paramedic staffing was unchanged; E34 response data relative to neighboring agencies was relatively unchanged while E29 data was not analyzed as they are surrounded by adjacent ORC stations. Of note, neighboring jurisdiction ALS responses into E35 and E53 response areas increased by 29% over the study period. E35 and E53 are staffed by three personnel and are PAU status.

First ALS On-scene

UNIT	Pre- Implementation 1/10/15 to 7-09-15	Post- Implementation 7-10-15 to 1-9-16
E10	0	277
E30	0	329
E32	0	267
E34	375	383
(no staffing change)		
M21	220	210
(no staffing change)		
M32	99	0
(Decommissioned)		
T43	0	149
T49	0	214

The above chart demonstrates the number of times each respective unit was the first ALS unit on scene for the time period identified.

ALS Response Times

	1	-10-15 to 7-09-	7-10-15 to 1-09-16		
	Average1st Unit In	Average Delay for 2nd Unit	Average Total Response	Average Response Time	ALS Enhancement
E10	0:05:14	0:02:41	0:07:56	0:05:54	-26%
E30	0:05:26	0:03:46	0:09:11	0:06:05	-34%
E32	0:06:17	0:02:59	0:09:16	0:06:07	-34%
T43	0:05:59	0:03:02	0:09:01	0:06:37	-27%
T49	0:06:20	0:02:47	0:09:07	0:06:43	-26%

The conversion of the units from BLS/PAU to PME/PMT reduced ALS response time. The ALS response time for the converted units reduced ALS response time by approximately three minutes, or roughly a 30% reduction. This is in addition to the number of units required for ALS response being reduced from two to one.

Number of Escorts

		1/10/15 to	7/10/15 to 1/9/16			
Unit	Calls	Transports	% Transports	Calls	Transports	% Transports
E10	815	1	0%	872	28	3%
E29	1,663	512	31%	1,464	158	11%
E30	1,071	3	0%	1,140	47	5%
E32	605	0	0%	716	32	4%
E34	1,395	423	30%	1,155	102	9%
M21	1,834	571	31%	1,753	573	33%
M32	760	260	34%	0	0	0%
T43	363	1	0%	676	149	22%
T49	676	1	0%	747	44	6%

The number of escorts demonstrates the number of times a paramedic was used to escort an ALS patient to the hospital. The chart above displays how often the responding units used escorts.

Vehicle Maintenance and Fuel Status

Unit	Radio ID	Mileage (Jan thru Jun)	Total Repair and PM Costs	CPM (Jan Thru Jun)	Mileage (Jul thru Dec)	Total Repair and PM Costs	CPM (Jul thru Dec)	Overall 2015 Mileage	Overall 2015 CPM
5158	E29	7,429	\$8,883.26	\$1.20	10,165	\$9,240.61	\$0.91	17,594	\$1.05
5152	E34	8,825	\$22,022.00	\$2.50	5,740	\$10,145.27	\$1.77	14,565	\$2.13
5093	T43	3,767	\$4,321.48	\$1.15	3,085	\$29,791.46	\$9.66	6,852	\$5.40
4027	M32	7,993	\$8,260.12	\$1.03	802	\$7,911.33	\$9.86	8,795	\$5.45
4114	M21	9,880	\$5,990.65	\$0.61	8,311	\$4,426.89	\$0.53	18,191	\$0.57

Operation cost related to service delivery enhancements was inconclusive. E29 and E34 are the only units that maintained their PME status from the previous 6 months while having the PAU option available for the second 6 months of the study. E29 mileage increased by 27% while E34 mileage decreased by 35%. T43 mileage actually decreased while the workload increased, but this is due to the fact that T43 was in a reserve apparatus for an extended period. M32 mileage for the second six-month period in actuality was zero, as Medic 32 was de-commissioned. Unit 4027 was placed into service as a reserve paramedic van reflecting the 802 miles during the second six months of the study. The annual maintenance costs of a paramedic van is \$12,254.74; therefore, by M32 being de-commissioned, a savings of \$6,127.37 for the 6-month period was observed. M21 showed a decreased mileage of 16% while their workload only decreased by 4.4%. This reduction is likely due to PMT43 going into service.

Number of Times PME Dispatched in PAU Status

UNIT	INCIDENT COUNT	PAU	TOTAL COMMIT TIME	AVERAGE COMMIT TIME
E10	34	PAU	9:59:49	0:17:39
E29	82	PAU	23:53:58	0:17:29
E30	50	PAU	15:12:52	0:18:15
E32	30	PAU	10:50:58	0:21:42
E34	45	PAU	13:31:29	0:18:02
T49	36	PAU	11:14:18	0:18:44

The chart above displays how often the program was utilized by the respective units. During the 6-month trial period, there were 277 responses by ORC units in PAU status which resulted in approximately 84:50:00 of commit time as a PAU.

Summary:

The objective of increasing OCFA unit availability for response into ORC response areas was recognized. This measurement was observed in both the overall reduction in unit workload and unit commit times in Battalion 2 and Battalion 6. There was a minor increase in the workload of some units that were converted to a paramedic engine/truck status, but these minor increases were offset by the increased availability of surrounding ALS ORC units. T43 workload and commit times statistically increased significantly, but the overall workload is not excessive.

B3 unit (T43) did not participate in the PMT to PAU option of the study; therefore, data from B3 did not reflect similar outcomes of the trial as compared to units with the capability to utilize the PAU status. PMT43 was required to remain out of service to follow up to hospital for ALS transports which decreased availability within the primary response area. Allowing PMT43 to utilize PAU status would increase availability within FS43 response area. Phase 2 enhancements include staffing E55 to a PME. This configuration of an adjacent PME could also result in an increase of availability for PMT 43.

The number of units responding to incidents decreased overall. Analyzing the units involved in the study, the number of 2 unit calls have reduced by 24%, and the 1 unit calls have increased by 111%. The service delivery enhancement objective of reducing the number of responding units was obtained.

Anecdotally and by data support, a reduction in the time requirement to fulfill 2 in/2 out was observed. This improvement suggests an increase in firefighter safety, but the sample size of the data is too small to be conclusive. Reanalyzing the data after additional phases are implemented, or as more time, and subsequently more incidents can be analyzed, a better decision point may be reached.

The objective of reducing the need for mutual and automatic aid in the study's target areas was met. Response by neighboring agencies into ORC areas served by FS10, FS30, and FS32 saw a significant reduction. Responses by neighboring agencies into ORC FS34, FS43 and FS49 was relatively unchanged or not included in the study; historically, these response areas have not relied on neighboring jurisdictions for EMS incidents.

A primary goal of the service delivery enhancement was to reduce ALS response times. The responding OCFA units involved in this study in which a staffing change occurred showed an improvement in on scene times. Roughly a 30% reduction in second unit on scene time, indicative of an ALS (paramedic) unit was observed. Decommissioned Medic 32, replaced by PME32, on occasion would arrive first on scene during the 6 months prior to the service delivery enhancements.

The number of paramedic escorts followed the trend of other portions of the study. Units that changed staffing to a PME/PMT had an increase in paramedic escorts while adjacent areas to the units with a staffing change showed a decrease in paramedic escorts.

The vehicle maintenance and fuel cost analysis was inconclusive. There was no consistent trend to indicate a savings or increase in cost; however, the annual average cost of a paramedic van is \$12,254.74. As M32 was taken out of service, a savings of \$6127.37 for the 6-month period was observed. Accurate data collection regarding fuel costs and maintenance was difficult as it is subject to responding units being in a reserve vehicle, outstanding one time maintenance costs and the date and time apparatus operators update apparatus mileage.

The final chart illustrates the number of times each of the involved units were available and utilized in PAU (3 man) status. During the initial implementation of the enhancements, tracking units in PAU status was inconsistent so actual number of dispatches in PAU status may be higher than these numbers indicate.

Consultation with OCFA emergency responders in the affected areas are generally positive and support has been expressed. Positive feedback has included units are able to cover own area for secondary calls and less reliance on mutual aid, while negative feedback has been expressed in long wait times at hospital for ambulance companies to receive patient placement and more crowded engine/truck compartments.

A similar study after one year of service enhancements will provide additional analysis of the program. This further analysis shall occur on or after July 10, 2016.

PME 6-month trial study feedback

B2

E – 10 (two FF/PM staffing)

- Two FF/PM staffing preferred by E10 crews, ability to rotate patient man responsibilities, share PM workload
- Generally positive feedback
- One instance where engine had to p/u FF/PM, no big issues, ambulance supervisor used once
- · Crew has noticed E10 is available in first due more often
- Negatives are lack of space for PPE/equipment storage and occasional long wait time at hospital for ambulance crew to get bed for patient
- Estimate by E10 crew that 20 30% of time E10 responds as PAU to second ALS call in response area
- · Overall, program has improved service

E - 32 (FC/PM & FF/PM)

- Has had success, one instance as PAU, E32 PM responded to scene with ambulance while being returned, AFD T10 was cancelled.
- One challenge was one incident where transporting PM was without PM partner, patient deteriorated and did not have PM partner
- Engine compartments are very full with equipment
- FF/PM does majority of PM duties, FC/PM stays with engine
- Improper use of program, upon return to quarters via ambulance, ambulance was dispatched to a call, FF/PM exited ambulance with equipment and had E32 pick up PM on street corner
- Claims of multiple ambulance diversions while FF/PM is being returned, subsequent calls requiring two engine companies, utilized ambulance supervisor once
- Available in first due more often

E34 (FC/PM & FF/PM)

- "Overall, program is working well" (C-shift)
- "units handling own dirt"
- Only required ambulance supervisor to return PM once
- Only negative is FF/PM does majority of PM work, FC required to stay with engine
- "Think it's working well" (A-shift)
- Biggest negative is long wait times for ambulance crews waiting for patient bed

E – 35 (not involved as trial engine)

- · "Using Anaheim less"
- · "Think it's better"

B3

T-43 (FC/PM & FF/PM)

- Only negative is overall less truck coverage time in T43 area resultant of follow up to hospital, no hospitals near FS 43 first due (T43 not participating in PAU trial), no missed critical truck specific incidents to date
- Positive is less overall units responding to medical aids
- Due to increased FC responsibilities, medic unit will be assisted to calls that require additional FC involvement (TCCR, remote rescue)
- "Busier"
- Very limited compartment space, new truck should help

B6

E - 29

- "As a whole, working well"
- · "E29 in area more often"
- "Dana Point area coverage has improved with increased availability of E29 and E30"
- Estimate by crew is 1 call/shift responding as PAU
- Biggest negative is "crammed" engine space, no room in compartments, perhaps second set of gear could be PAU specific, suggestion of maybe a throw bag with less inventory, responding paramedics could round out needed inventory

E - 30 (FC/PM & FF/PM)

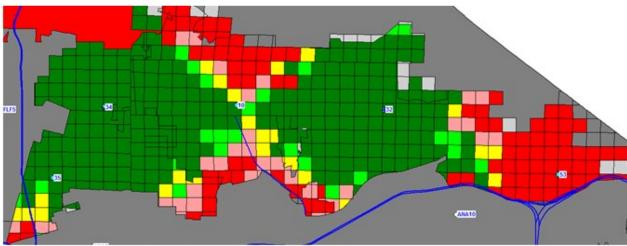
- · "It's been great"
- OCFA handling own calls, mutual aid from Laguna Beach has decreased noticeably
- · Less reliance on Patrol 30
- Positive experiences with ambulance returning crew members
- · Pumpers available in first due more frequently

T-49 (two FF/PM)

- "99% positive feedback from crew"
- · "Nothing but positive"
- Received many secondary calls as a PAU (additionally, crews have more than two PMs on board and have cancelled responding PM unit)

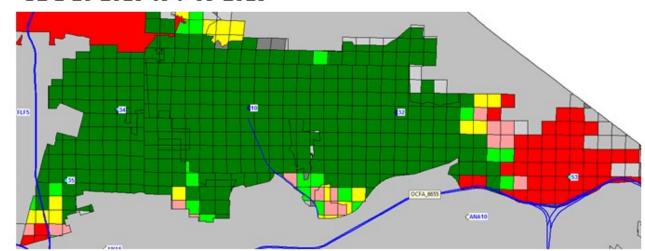
- Only negative is potential response to truck required call with 3 personnel, has not happened yet (C-shift)
- T49 was 3 man, responded to TCCR with back up from T9. 4th crew member via returning ambulance met with T49 as T49 arrived to scene. Extrication by reunited T49 crew was completed as T9 arrived on scene, obviously very successful incident for trial. (A-shift)
- One negative is long wait time at hospital while ambulance crew waits for patient bed

Battalion 2

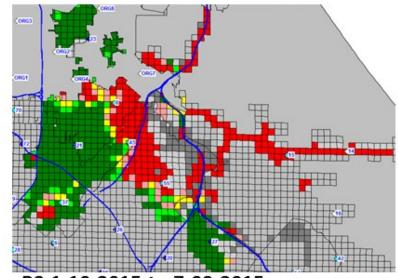


B2 1-10-2015 to 7-09-2015

1st ALS Response



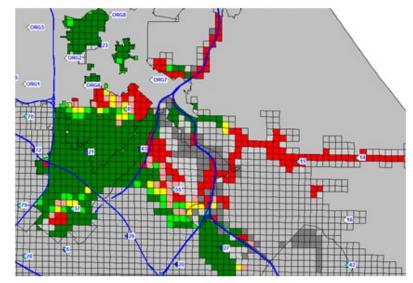
B2 7-10-2015 to 1-09-2016



Battalion 3

B3 1-10-2015 to 7-09-2015

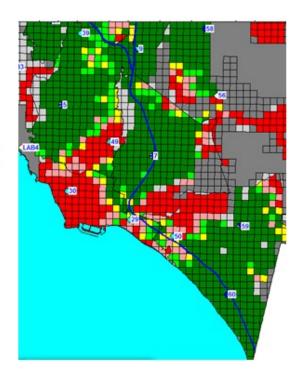




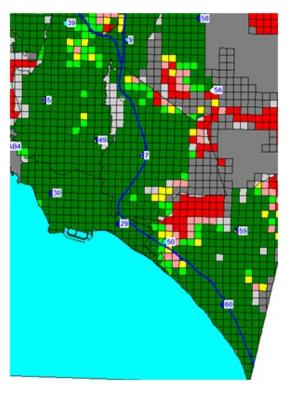
B3 7-10-2015 to 1-09-2016

Battalion 6

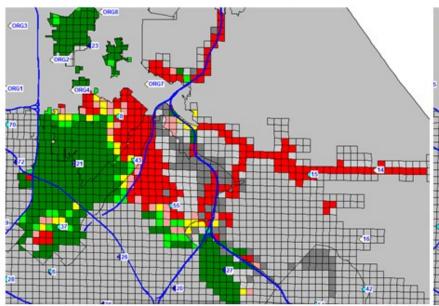
1st ALS Response



1-10-15 to 7-09-15



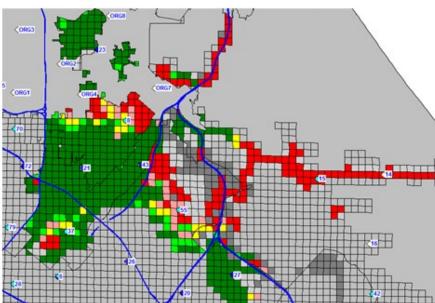
T49, E29, E30 7-10-15 to 1-9-16



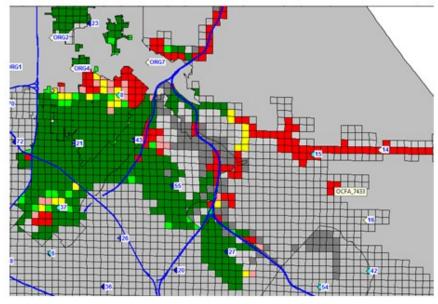
B3 1-10-2015 to 7-09-2015

Battalion 3

- 1st ALS Response
 - Before Phase 1
 - After Phase 1
 - After Phase 1 with E55 as a PME



B3 7-10-2015 to 1-09-2016



B3 with E55 as a PME

1-10-15 to 7-09-15

7-10-15 to 1-09-16

