



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS REGULAR MEETING
Thursday, August 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 Jim Gwaltney

PLEDGE OF ALLEGIANCE by Director Hasselbrink

ROLL CALL

PRESENTATIONS

1. **Requests for Commendations and Proclamations**

Submitted by: Sherry Wentz, Clerk of the Authority

- A. Recognition of former OCFA Director Angelica Amezcua (Santa Ana)
- B. Presentation of donation to OCFA Foundation Chair Doug Davert by the Kevin Woyjeck Foundation

Recommended Action:

Approve requests as submitted and make presentations to those present.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

No report, due to the cancellation of the June meeting.

REPORT FROM THE CLAIMS SETTLEMENT COMMITTEE CHAIR

REPORT FROM THE FIRE CHIEF

- State Wildland Fires Update (Thomas)
- FY 16/17 Draft Domain Objectives

PUBLIC COMMENTS

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

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

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

2. **MINUTES**

A. Minutes from the July 28, 2016, Regular Board of Directors Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

3. CONSENT CALENDAR

A. Acceptance of 2016 Department of Homeland Security/Federal Emergency Management Agency's Urban Search & Rescue Readiness Cooperative Agreement Funding

Submitted by: David Thomas, Assistant Chief/Operations Department

Recommended Actions:

1. Approve and adopt the proposed Resolution to accept the Department of Homeland Security/Federal Emergency Management Agency's Readiness Cooperative Agreement funding.
2. Direct staff to increase revenue and appropriations in the amount of \$1,235,582 in the General Fund (Fund 121).

B. Secured Fire Protection Agreement with Sanderson J. Ray Jamboree Apartments, LLC (Irvine)

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

Recommended Actions:

1. Approve and authorize the Fire Chief or his designee to execute a Secured Fire Protection Agreement with Sanderson J. Ray Jamboree Apartments, LLC, as related to the Main and Jamboree Apartments Project in Irvine.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange, and furnish the developer a copy of the conformed documents within fifteen days of recordation.

END OF CONSENT CALENDAR

4. PUBLIC HEARING(S)

No items.

5. DISCUSSION CALENDAR

No items.

BOARD MEMBER COMMENTS

CLOSED SESSION

CS1. THREAT TO PUBLIC SERVICES OR FACILITIES

Authority: Government Code Section 54957(a)
 Consultation with Irvine Police Department Lieutenant and Sergeant

CS2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position: Fire Chief
 Authority: Government Code Section 54957(b)(1)

CS3. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION

Authority: Government Code Section 54956.9(c) – Initiation of Litigation (1 case)

CLOSED SESSION REPORT

ADJOURNMENT - The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, September 22, 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 Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 18th day of August 2016.

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

UPCOMING MEETINGS:

Budget and Finance Committee Meeting	Wednesday, September 14, 2016, 12 noon
Board of Directors Special Meeting	Thursday, September 1, 2016, 6:00 p.m.
Claims Settlement Committee Meeting	Thursday, September 22, 2016, 5:00 p.m.
Executive Committee Meeting	Thursday, September 22, 2016, 5:30 p.m.
Board of Directors Meeting	Thursday, September 22, 2016, 6:00 p.m.

AGENDA ITEM NO. 1

There are no supportive materials
for Presentation Item Nos. 1A-1B

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting
Thursday, July 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 July 28, 2016, at 6:40 p.m. by Chair Hernandez.

INVOCATION

Senior Chaplain Dave Keehn offered the invocation.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Robert Baker, San Clemente
Laurie Davies, Laguna Niguel
Craig Green, Placentia
Noel Hatch, Laguna Woods
Robert Johnson, Cypress
Joseph Muller, Dana Point
John Perry, San Juan Capistrano
Ed Sachs, Mission Viejo
Don Sedgwick, Laguna Hills
David Sloan, Seal Beach
Michele Steggell, La Palma
Tri Ta, Westminster

Lisa Bartlett, County of Orange
Carol Gamble, Rancho Santa Margarita
Shelley Hasselbrink, Los Alamitos
Gene Hernandez, Yorba Linda
Jeffrey Lalloway, Irvine
Al Murray, Tustin
Dwight Robinson, Lake Forest
Vicente Sarmiento, Santa Ana
David Shawver, Stanton
Todd Spitzer, County of Orange
Elizabeth Swift, Buena Park
Phillip Tsunoda, Aliso Viejo

Absent: Rick Barnett, Villa Park

Also present were:

Fire Chief Jeff Bowman
Assistant Chief Mike Schroeder
Assistant Chief Lori Zeller
Assistant Clerk Martha Halvorson

Assistant Chief Brian Young
Assistant Chief David Thomas
General Counsel David Kendig
Communications Director Sandy Cooney

OATH OF OFFICE

Assistant Clerk of the Authority Martha Halvorson administered the Oath of Office to new Board Members Laurie Davies (Laguna Niguel) and Vicente Sarmiento (Santa Ana).

PRESENTATIONS

1. Requests for Commendations and Proclamations

On motion of Director Murray and second by Director Robinson, the Board of Directors voted unanimously by those present to approve the requests as submitted and make the presentations to those present.

- A. Chair Hernandez and Fire Chief Bowman presented an OCFA Challenge Coin to Shannon Marquiss; recipient of the Girl Scout Gold Award for creating a week long disaster preparedness program to educate students of her former elementary school.
- B. Chair Hernandez, Fire Chief Bowman, and Director Murray presented a letter of recognition to Tustin Police Officer Ralph Casiello for his life saving efforts.
- C. OCFA Foundation Chair Doug Davert introduced Exchange Club representative Kay Kearney who presented a donation check to the Foundation in the amount of \$1,500.

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

Budget and Finance Committee Chair Ed Sachs reported at its July 13, 2016, meeting, the Committee received and filed the Quarterly Status Update Orange County Employees' Retirement System, and voted unanimously to send the Monthly Investment Reports to the Executive Committee to receive and file the reports. In connection with the presentation of the Monthly Investment Reports, Orange County Treasurer Shari Freidenrich provided an overview of the Orange County Investment Pool. The Committee voted unanimously to send the Updated Cost Reimbursement Rates and the Emergency Command Center Staffing Enhancements Funded by CAL FIRE to the Board of Directors for approval. Chair Sachs concluded his report with the announcement of his recent appointment as Committee Chair.

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

Human Resources Chair Shawver reported at its July 5, 2016, meeting, the Committee received and filed both the Quarterly Human Resources Project Update and the Professional Standards Unit Progress Report. The Committee discussed and voted unanimously to send the consideration of the Award of RFP #JA2059 Internal Affairs Investigative Services to the Executive Committee with the recommendation for its approval, and the Policy for Investigating Complaints, Allegations, and Observations of Employee Misconduct to the Executive Committee to receive and file the report.

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

Claims Settlement Committee Chair Hernandez reported the Claims Settlement Committee considered Workers' Compensation claim for Larry Van Liew and there was no reportable action.

REPORT FROM THE FIRE CHIEF (F: 11.14)

Assistant Chief David Thomas reported on the Fire Explorer's Academy and provided an update on the State Wildland Fires. He concluded asking everyone to remember CAL FIRE contract bulldozer operator Robert Reagan, killed recently in a tragic rollover accident fighting the Big Sur Fire.

Director Swift commended the Fire Explorer Academy and acknowledged Explorer Zachery Wesson, a Buena Park resident, who was recently honored with the Greg Hennessey Award for his leadership and commitment to the Explorer Program.

Fire Chief Jeff Bowman reported on the FY 15/16 Domain Objectives noting he would distribute the final results of his objectives to the Board in the upcoming week.

PUBLIC COMMENTS – PUBLIC SESSION (F: 11.11)

Stephen Wontrobski, Mission Viejo resident, addressed wage earnings of firefighters.

Ray Geagan, President of OC Firefighters Local 3631, addressed the negotiations of the labor contract and thanked Assistant Chief Lori Zeller and Finance Manager Jim Ruane for their diligence in the process.

Director Tsunoda arrived at this point (7:15 p.m.).

2. MINUTES

A. Minutes from the June 23, 2016, Regular Board of Directors Meeting (F: 11.06)

On motion of Director Johnson and second by Vice Chair Swift, the Board of Directors voted unanimously by those present to approve the June 23, 2016, Regular Board of Directors Minutes, as submitted. Directors Davies, Lalloway, Muller, Robinson, Sachs, Sedgwick, and Steggell were recorded as abstentions, due to their absence from the meeting. Director Sarmiento was also recorded as an abstention, since he had not yet been appointed to the Board.

3. CONSENT CALENDAR

A. Emergency Command Center Staffing Enhancements Funded by CAL FIRE (F: 21.13) (X: 18.04)

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

1. Approve and authorize the Fire Chief to add one limited-term Administrative Fire Captain position to the Master Position Control list at an approximate cost of \$254,000 annually.
2. Approve and authorize the Fire Chief to add one limited-term Administrative Fire Communications Supervisor to the Master Position Control list at an approximate cost of \$132,000 annually.
3. Approve and authorize the Fire Chief to add one limited-term Administrative Fire Communications Dispatcher to the Master Position Control list at an approximate cost of \$103,000 annually.
4. Approve and authorize the Fire Chief to add one part-time/extra-help Technical Specialist at a cost up to \$11,000 annually.
5. Approve a budget adjustment to the FY 2016/17 General Fund budget increasing revenues and expenditures by \$514,000 for the purposes of this CAL FIRE program.

B. Proclamation declaring October 9-16, 2016, as “Fire Prevention Week” (F: 11.09A)

On motion of Director Murray and second by Director Johnson, the Board of Directors voted unanimously by those present to approve Proclamation declaring October 9-16, as “Fire Prevention Week.”

C. 2015 Orange County Hazard Mitigation Plan (F: 18.11E) (X: 11.07)

On motion of Director Murray and second by Director Johnson, the Board of Directors voted unanimously by those present to approve and adopt Resolution No. 2016-05 entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS APPROVING THE 2015 HAZARD MITIGATION PLAN.

D. 2015 Homeland Security Grant Program Agreement to Transfer Property or Funds (F: 16.02A)

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

1. Approve the FY 2015 Homeland Security Grant Program (HSGP) Agreement and authorize the Fire Chief to execute it and any necessary attachments and agreement(s) to accept and administer the UASI Grant.
2. Approve a Budget Adjustment in Fund 121 to increase revenue and appropriations by \$284,000 for the FY 2015 HSGP award.

E. Secured Fire Protection Agreement with Rutter Santiago, LP (County Unincorporated) (F: 18.14)

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

1. Approve and authorize the Fire Chief or his designee to execute Secured Fire Protection Agreement with Rutter Santiago, LP, A California Limited Partnership related to the Saddle Crest, Unincorporated Orange County project.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange, and furnish the developer a copy of the conformed documents within fifteen days of recordation.

F. Updated Cost Reimbursement Rates (F: 15.12)

On motion of Director Murray and second by Director Johnson, the Board of Directors voted unanimously by those present to approve and adopt the proposed Cost Reimbursement Rate schedules effective retroactively July 1, 2016.

4. PUBLIC HEARING(S)

No items.

5. DISCUSSION CALENDAR

No items.

BOARD MEMBER COMMENTS (F: 11.13)

Director Green reported attending the Fire Explorer Academy Graduation, and noted the Placentia Chamber of Commerce held its Annual Police, Fire, and Emergency Services Recognition Breakfast, with a special shout out to OCFA Fire Captain Nick Freeman.

Director Johnson announced the City of Cypress celebrated its 60th Anniversary and thanked Station 17 for its help with the celebration.

Director Baker announced the first weekend in August, San Clemente would be installing residential smoke detectors and thanked Division Chief John Abel for his leadership in this endeavor.

Director Bartlett thanked OCFA Station 7 crew members for its support during the work with the La Pata gap closure.

Director Robinson announced the City of Lake Forest's donation to the OC Drowning Prevention Task Force.

Minutes

OCFA Board of Directors Regular Meeting

July 28, 2016 Page - 5

Director Murray reported the June press conference for the OC Drowning Prevention Task Force was a success and the next meeting is scheduled for August 9, 2016. He thanked Director Spitzer who recently secured a donation of \$25,000, and thanked all the cities who have made donations towards the Drowning Prevention Task Force.

PUBLIC COMMENTS – CLOSED SESSION

Stephen Wontrobski, Mission Viejo resident, spoke in opposition to Closed Session Item No. 1, Conference with Labor Negotiator.

CLOSED SESSION

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

Chair Hernandez recessed the meeting to Closed Session at 7:25 p.m.

CS1. CONFERENCE WITH LABOR NEGOTIATOR

Chief Negotiator: Peter Brown, Liebert Cassidy Whitmore

Employee Organizations: Orange County Professional Firefighters' Association,
Local 3631

Authority: Government Code Section 54957.6

CS2. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION

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

Chair Hernandez reconvened the meeting at 8:20 p.m.

CLOSED SESSION REPORT

General Counsel David Kendig stated there was no reportable action.

ADJOURNMENT – Chair Hernandez adjourned the meeting at 8:21 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, August 25, 2016, at 6:00 p.m.

Martha Halvorson, CMC
Assistant Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
August 25, 2016

Agenda Item No. 3A
Consent Calendar

**Acceptance of 2016 Department of Homeland Security/Federal
Emergency Management Agency’s Urban Search & Rescue
Readiness Cooperative Agreement Funding**

Contact(s) for Further Information

David Thomas, Assistant Chief
Operations Department

davidthomas@ocfa.org

714.573.6012

Mike Petro, Battalion Chief
US&R Program Manager

mikepetro@ocfa.org

949.837.7468

Summary

This item is submitted for approval and acceptance of the 2016 Readiness Cooperative Agreement funding from the Department of Homeland Security/Federal Emergency Management Agency’s (DHS/FEMA) National Urban Search and Rescue (US&R) Program.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

1. Approve and adopt the proposed Resolution to accept the Department of Homeland Security/Federal Emergency Management Agency’s Readiness Cooperative Agreement funding.
2. Direct staff to increase revenue and appropriations in the amount of \$1,235,582 in the General Fund (Fund 121).

Impact to Cities/County

Not Applicable.

Fiscal Impact

\$1,235,582 increase in General Fund (Fund 121) revenue and appropriations in the FY 2016/17 budget.

Background

California Task Force Five (CA TF-5), located in Orange County and sponsored by the Orange County Fire Authority, is one of 28 National US&R Task Forces. CA TF-5 has used past Cooperative Agreement funds and activation reimbursements to equip and train task force members for the mission of rescuing victims in collapsed structures and for weapons of mass destruction/terrorist responses.

Currently, CA TF-5 maintains a response capability that includes apparatus and equipment supply inventory worth approximately \$8 million. There is also a personnel cadre of over 220

members, composed of structural engineers, disaster canines and handlers, and physicians, as well as firefighters from the participating agencies of Anaheim, Orange, and the OCFA.

DHS/FEMA has authorized funding of \$1,158,582 to each US&R Task Force for the administration of an approved National Urban Search and Rescue Readiness System. In addition to this \$1.1 million funding that has been awarded to each US&R Task Force, our OCFA sponsored CA TF-5 will receive additional funding for our members' participation and support of the national program. Total funding for CA TF-5 is as follows:

Funding Component	Component Amount	Total Funding
<u>Base funding provided to each US&R Task Force:</u>		
• Administration	345,015	
• Training (including travel expenses)	237,964	
• Equipment/Cache (acquisition, modifications)	200,000	
• Storage and Maintenance	375,603	
<i>Subtotal</i>		\$1,158,582
<u>Additional funding components provided to CA TF-5 only:</u>		
• Administration – National US&R Logistics Leader	12,000	
• Administration – Two National Incident Support Team Leaders	12,000	
• Administration – Deputy Operations Leader	4,000	
• Administration – Documentation Sub Group Leader	4,000	
• Training – National Course, Task Force Leader	30,000	
• Administration – National Sponsoring Agency Chief Meeting 2018	15,000	
<i>Subtotal</i>		\$77,000
Total Funding Awarded to CA TF-5		\$1,235,582

The final total of \$1,235,582 for CA TF-5 is the fourth highest total provided to any National US&R Team. Through the leadership of Board Chair Gene Hernandez, the OCFA was able to enhance relationships with Congressional representatives. This effort not only helped to broaden appreciation for OCFA's US&R program, it may have facilitated additional funding in HR 1471. Current legislation moving through Congress identifies \$50M nationally for the country's 28 US&R teams. This is an increase of \$15M from the previous year and may result in an additional \$500,000 for CA TF-5.

The Cooperative Agreement funding continues the development and maintenance of the National US&R Response System resources to be prepared to provide qualified, competent US&R personnel in support of all US&R activities/incidents under the Federal Response Plan.

This Cooperative Agreement funding is available for use beginning September 1, 2016, through August 31, 2019.

Attachment(s)
Proposed Resolution

RESOLUTION NO. 2016-XX

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY
ACCEPTING THE FEMA NATIONAL URBAN SEARCH AND RESCUE
(US&R) PROGRAM COOPERATIVE AGREEMENT TO PURCHASE
US&R EQUIPMENT AND SUPPLIES, MAINTENANCE AND REPAIR
OF US&R EQUIPMENT, TRAINING AND PROGRAM
ADMINISTRATION**

WHEREAS, the Orange County Fire Authority is one of only 28 agencies in the country selected to participate in the FEMA's National US&R Response System; and

WHEREAS, OCFA entered into a tri-party agreement with FEMA and Cal-OES, who provides oversight and additional support for the program; and

WHEREAS, currently Orange County US&R Task Force 5 maintains a response capability including apparatus and equipment supply inventory worth approximately \$8 million; and

WHEREAS, Orange County US&R Task Force 5 maintains a personnel cadre of over 220 members that includes structural engineers, disaster search canines and handlers, physicians, as well as firefighters from the participating agencies of Anaheim, Orange and the OCFA; and

WHEREAS, FEMA has authorized a funding award of \$1,235,582 which is available for use beginning September 1, 2016, through August 3, 2019, for preparedness issues related to the Urban Search and Rescue Program.

NOW, THEREFORE, the Board of Directors of the Orange County Fire Authority does hereby resolve to accept the FEMA US&R Cooperative Agreement to be utilized for such things as procurement of US&R equipment and supplies, maintenance and repair of US&R equipment, training and program administration. Additionally, these funds can be used for associated travel expenses for task force personnel to attend US&R related training courses, exercises, meetings, and for the management and administration of US&R activities. This includes expenses relating to task force maintenance, development, record-keeping, and correspondence.

PASSED, APPROVED, AND ADOPTED this 25th day of August 2016.

Gene Hernandez, CHAIR
OCFA Board of Directors

ATTEST:

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



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
August 25, 2016

Agenda Item No. 3B
Consent Calendar

**Secured Fire Protection Agreement
with Sanderson J. Ray Jamboree Apartments, LLC (Irvine)**

Contact(s) for Further Information

Brian Young, Assistant Chief Organizational Planning Department	brianyoung@ocfa.org	714.573.6014
Tamera Rivers, Management Analyst	tamyivers@ocfa.org	714.573.6199

Summary

This item is submitted to approve and authorize the Fire Chief to execute a Secured Fire Protection Agreement (SFPA) with Sanderson J. Ray Jamboree Apartments, LLC as related to the Main and Jamboree Apartments Project in 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 a Secured Fire Protection Agreement with Sanderson J. Ray Jamboree Apartments, LLC, as related to the Main and Jamboree Apartments Project in Irvine.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange, and furnish the developer a copy of the conformed documents within fifteen days of recordation.

Impact to Cities/County

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

Fiscal Impact

Revenue received from this agreement will be assigned to the Capital Improvement Program in Fund 123. Revenue produced by full entitlements on the Main and Jamboree Apartments Project is estimated to be \$232,800.

Background

The SFPA defines the fair share contributions needed to adequately serve the intended development and current communities adjacent to the project area. The fair share contributions are \$600 per dwelling unit, and are intended to cover a pro rata share of costs associated with providing fire protection infrastructure to the new development. Payment will be made to OCFA after the agreement is signed and recorded, and will be issued 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 OCFA with the necessary assurances

needed to complete work/review on enhancements to the regional emergency fire services delivery system.

Main and Jamboree Apartments, Irvine

Sanderson J. Ray Jamboree Apartments, LLC is developing the Main and Jamboree Apartments in Irvine. This project will provide 388 residential units in the project area. The SFPA is a required condition for project approval, 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; however, staff contemplates using the fees to build Fire Station 52 or rebuild Fire Station 28. Estimated revenue for the project is \$232,800.

Attachment(s)

Proposed Secured Fire Protection Agreement

SECURED FIRE PROTECTION AGREEMENT

by and between the

ORANGE COUNTY FIRE AUTHORITY,
A CALIFORNIA JOINT POWERS AUTHORITY

and

Sanderson J. Ray Jamboree Apartments, LLC.

Effective Date: August 25, 2016

Project Name: Main and Jamboree Apartments

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

WITH

Sanderson J. Ray Jamboree Apartments, LLC.

This Secured Fire Protection Agreement (“Agreement”) is made between the Orange County Fire Authority, a California Joint Powers Authority (“OCFA”) and Sanderson J. Ray Apartments, LLC. (“Company”), and is effective as of July 18th, 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 Tentative Tract Map No. 17558

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 Sanderson J. Ray Apartments, 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 \$232,800 (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 388, 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 388, 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 388 proposed residential dwelling units; and (ii) the date the OCFA receives the above-referenced documentation which shall serve as the basis for making any necessary adjustments by multiplying the applicable fee in effect at the time of the last payment to OCFA by the actual number of units, or equivalent units, that were not built.

SECTION 3. SECURITIES

A. Security to Guarantee Payment

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

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

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

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

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

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

SECTION 4. DEFAULT AND ATTORNEYS' FEES

A. Remedies Not Exclusive

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

B. Attorneys' Fees and Costs

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

SECTION 5. GENERAL PROVISIONS

A. Successors and Assigns

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

B. Density and Intensity of Development

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

C. Waiver of Rights and Claims

Company agrees and acknowledges that there is an essential nexus between its *pro rata* share and a legitimate governmental interest and that its *pro rata* share is roughly proportional to and reasonably and rationally related to the impacts that will be caused by development of the Project Area.

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

D. Good Faith Negotiations

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

E. Severability

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

F. Notices

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

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

To: Sanderson J. Ray Jamboree
Apartments, LLC.
Attn: Property Management
4667 MacArthur Blvd, suite 420
Newport Beach, CA 92660

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: David Kendig

Date: 8/17/16

Sanderson J. Ray Jamboree Apartments, LLC.

Date: 7/18/16

By: [Signature]
Its Authorized representative

Michael D. Ray

Date: 7/18/16

By: [Signature]
Its Authorized representative
Chase O. Sanderson, Jr.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On 18th July, 2016 before me, Maureen Elizabeth Wille Notary Public,

Date

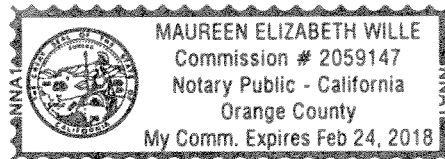
(here insert name and title of the officer)

personally appeared Michael D. Ray

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which 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.



Signature: Maureen Elizabeth Wille (Seal)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Orange }

On 18th July, 2016 before me, Maureen Elizabeth Wille Notary Public,

Date

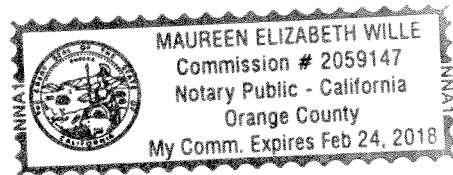
(here insert name and title of the officer)

personally appeared Chase O. Sanderson, JR.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which 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.



Signature: Maureen Elizabeth Wille (Seal)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT AREA

EXHIBIT B
FIRE SERVICE IMPACT FEES

Dwelling Units	Rate	Obligation
388	\$600	\$232800
Total Units – 388	\$600	<hr style="width: 10%; margin-left: auto; margin-right: 0;"/> \$ 232800