

#### **ORANGE COUNTY FIRE AUTHORITY**

#### **AGENDA**

Pursuant to the Brown Act, this meeting also constitutes a meeting of the Board of Directors.

# EXECUTIVE COMMITTEE REGULAR MEETING

Thursday, April 28, 2016 5:30 P.M.

#### Regional Fire Operations and Training Center Board Room

1 Fire Authority Road Irvine, CA 92602

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

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

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

#### **CALL TO ORDER**

**INVOCATION** by OCFA Chaplain Jeff Hetschel

PLEDGE OF ALLEGIANCE by Director Spitzer

**ROLL CALL** 

#### 1. PRESENTATIONS

No items.

#### REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

#### REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

#### **PUBLIC COMMENTS**

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

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

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

#### 2. MINUTES

#### A. Minutes from the March 24, 2016, Regular Executive Committee Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

#### 3. CONSENT CALENDAR

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

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

Submitted by: Tricia Jakubiak, Treasurer

Budget and Finance Committee's Recommendation: APPROVE

Recommended Action:

Receive and file the reports.

#### **B.** Quarterly Purchasing Report

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

Budget and Finance Committee's Recommendation: APPROVE

Recommended Action:

Receive and file the report.

#### C. Professional Labor Negotiation Services

Submitted by: Lori Zeller, Assistant Chief/Business Services Department Human Resource Committee's Recommendation: APPROVE

Recommended Action:

Extend the existing contract with Liebert Cassidy Whitmore for one additional year (July 1, 2016, to June 30, 2017), at an annual amount not to exceed \$100,000.

#### D. Cooperative Purchase to Upgrade OCFA Telephone System

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

#### Recommended Actions:

- 1. Approve and authorize the Purchasing Manager to issue a purchase order to AT&T in the amount of \$56,403.21, for the purchase of computer equipment, software, and professional services to upgrade the Fire Authority's administrative telephone system using the Fast Open Contracts Utilization Services Cooperative Purchasing Agreement.
- 2. Approve and authorize the Purchasing Manager to establish a blanket order contract with AT&T for the hardware and software maintenance of the administrative telephone system for a three (3) year term for an aggregate not to exceed amount of \$115,000.

#### E. Award of Contract for Alphanumeric Pagers – Bid SC2108

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

#### Recommended Action:

Approve and authorize the Purchasing Manager to award a blanket order to Leavitt Communications for the purchase and repair of Apollo alphanumeric pagers for an amount not to exceed \$39,000 annually for up to three years.

#### F. Award of Contracts for Off-Site Plan Review Services - RFP RO2101

Submitted by: Lori Smith, Assistant Chief/Community Risk Reduction Department

#### Recommended Actions:

- 1. Approve and authorize the Fire Chief to sign Professional Service Agreements with Hayer Consultants, Dennis Grubb and Associates, and CSG Consultants for off-site plan review services for an annual amount not to exceed \$130,000 for up to three years.
- 2. Approve and authorize the Purchasing Manager to establish blanket order contracts with the following firms: Hayer Consultants \$50,000, Dennis Grubb and Associates \$50,000 and CSG Consultants \$30,000.
- 3. Additionally, authorize the Purchasing Manager to redistribute or adjust the annual amount between the three vendors as requested by the department so long as the aggregate amount does not exceed \$130,000 annually.

## G. Approval of Job Title Change from Wildland Fire Defense Planner to Wildland Resource Planner

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

#### Recommended Action:

Adopt the recommended job title change from Wildland Fire Defense Planner to Wildland Resource Planner.

#### END OF CONSENT CALENDAR

#### 4. DISCUSSION CALENDAR

No items.

#### **COMMITTEE MEMBER COMMENTS**

#### **CLOSED SESSION**

No items.

**ADJOURNMENT** – The next regular meeting of the Executive Committee is scheduled for Thursday, May 26, 2016, at 5:30 p.m.

#### AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 21<sup>st</sup> day of April 2016.

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

#### **UPCOMING MEETINGS:**

Human Resources Committee Special Meeting Budget and Finance Committee Meeting Claims Settlement Committee Meeting Executive Committee Meeting Board of Directors Meeting Tuesday, May 3, 2016, 12:00 noon Wednesday, May 11, 2016, 12:00 noon Thursday, May 26, 2016, 5:00 p.m. Thursday, May 26, 2016, 5:30 p.m. Thursday, May 26, 2016, 6:00 p.m.

# MINUTES ORANGE COUNTY FIRE AUTHORITY

#### Executive Committee Regular Meeting Thursday, March 24, 2016 5:30 P.M.

#### Regional Fire Operations and Training Center Board Room

1 Fire Authority Road Irvine, CA 92602

#### **CALL TO ORDER**

Chair Hernandez called the regular meeting of the Orange County Fire Authority Executive Committee to order at 5:30 p.m. on March 24, 2016.

#### **INVOCATION**

Chaplain Robert George offered the invocation.

#### PLEDGE OF ALLEGIANCE

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

#### **ROLL CALL**

**Present:** Carol Gamble, Rancho Santa Margarita

Noel Hatch, Laguna Woods Gene Hernandez, Yorba Linda Jerry McCloskey, Laguna Niguel

David Shawver, Stanton

Todd Spitzer, County of Orange Elizabeth Swift, Buena Park

**Absent:** Jeffrey Lalloway, Irvine

Al Murray, Tustin

#### Also present were:

Fire Chief Jeff Bowman Assistant Chief Dave Thomas Assistant Chief Lori Zeller Assistant Chief Brian Young General Counsel David Kendig

Clerk of the Authority Sherry Wentz

#### 1. PRESENTATIONS

No items.

#### **REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR** (12.02A6)

Budget and Finance Committee Chair McCloskey reported at its March 9, 2016, meeting, the Committee received its monthly status update on the Orange County Employees' Retirement System, voted unanimously to send the Monthly Investment Reports to the Executive Committee for its approval, and voted unanimously to send the FY 2015/16 Mid-Year Budget Adjustment and the Proposed Change in Service Configuration Cities of Placentia & Yorba Linda to the Board of Directors for its approval.

#### REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR (12.02A6)

Human Resources Chair Shawver reported the Human Resources Committee did not meet in the month of March; therefore, there is nothing to report at this time.

#### **PUBLIC COMMENTS** (12.02A3)

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

#### 2. MINUTES

#### A. Minutes from the February 25, 2016, Regular Executive Committee Meeting (F: 12.02A2)

On motion of Director Gamble and second by Vice Chair Swift, the Executive Committee voted unanimously by those present to approve the Minutes of the February 25, 2016, Regular Executive Committee meeting as submitted.

Director Spitzer was recorded as an abstention, due to his absence from the meeting.

# **3. CONSENT CALENDAR** (Agenda Item Nos. 3B, 3C, 3D, and 3E were pulled for separate consideration)

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

On motion of Director McCloskey and second by Director Spitzer, the Executive Committee voted unanimously by those present to receive and file the reports.

#### **B.** Sole Source Blanket Order – Allstar Fire Equipment (F: 19.12)

Director Spitzer pulled this item to request that the sole source request form be attached to sole source blanket order staff reports, and include costs comparisons, if applicable.

On motion of Director Spitzer and second by Director McCloskey, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to establish a two-year blanket order contract with Allstar for the purchase of structural firefighting gloves in an amount not to exceed \$60,000 annually.

#### C. Award of Bid JA2115 Purchase of Six Chevrolet Colorados (F: 19.09E)

Director McCloskey inquired into the criteria used to determine the make and model of the vehicles selected.

On motion of Director McCloskey and second by Director Spitzer, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to issue a purchase order to Lake Chevrolet in the amount of \$179,332.50 (includes tax).

### D. Award of RFP JA2088 Purchase of One Type 6 Brush Patrol Vehicle and Five Paramedic Squad Vehicles (F: 19.09A)

Staff pulled this item from the agenda to be considered at a future Executive Committee meeting.

#### E. Sole Source Purchasing Request for Crucial Skills Suite Training Programs (F: 17.14B)

Director Spitzer inquired into the objectives of the training and suggested inviting Board Member's participation in training opportunities.

On motion of Director Spitzer and second by McCloskey, the Executive Committee voted unanimously by those present to:

- 1. Approve and authorize the Purchasing Manager to issue a purchase order to VitalSmarts, LLC for Crucial Skills Suite materials and certification fees in the amount of \$19,199.00.
- 2. Approve and authorize the Purchasing Manager to establish a fixed-price blanket order for the replenishment of these kits for three years in an amount not to exceed \$30,000.00 annually, based upon participant demand.

#### F. Sole Source Blanket Order – CorVel Corporation (F: 18.10A2)

Director Spitzer restated his request for staff to include the sole source request form for all future sole source agenda items.

On motion of Director Spitzer and second by Director McCloskey, the Executive Committee voted unanimously by those present to approve and authorize the Purchasing Manager to establish a three-year blanket order contract with CorVel Corporation for the administration of Traveler's Insurance Claims in the amount estimated not to exceed \$40,000 annually.

#### END OF CONSENT CALENDAR

#### 4. DISCUSSION CALENDAR

No items.

#### **COMMITTEE MEMBER COMMENTS** (F: 12.02A4)

The Committee Members offered no comments.

#### **CLOSED SESSION**

No items.

**ADJOURNMENT** – Chair Hernandez adjourned the meeting at 6:02 p.m. in memory of the victims of all those impacted by the recent terrorist acts that took place in Brussels this week. The next regular meeting of the Executive Committee is scheduled for Thursday, April 28, 2016, at 5:30 p.m.

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



# Orange County Fire Authority AGENDA STAFF REPORT

# Executive Committee Meeting April 28, 2016

Agenda Item No. 3A Consent Calendar

#### **Monthly Investment Reports**

**Contact(s) for Further Information** 

Tricia Jakubiak, Treasurer <u>triciajakubiak@ocfa.org</u> 714.573.6301

Treasury & Financial Planning

Jane Wong, Assistant Treasurer janewong@ocfa.org 714.573.6305

#### **Summary**

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

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

At its regular April 13, 2016, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

#### **RECOMMENDED ACTION(S)**

Receive and file the reports.

#### **Impact to Cities/County**

Not Applicable.

#### **Fiscal Impact**

Not Applicable.

#### **Background**

Attached is the final monthly investment report for the month ended February 29, 2016. A preliminary investment report as of March 18, 2016, is also provided as the most complete report that was available at the time this agenda item was prepared.

#### Attachment(s)

Final Investment Report – February 2016/Preliminary Report – March 2016

# Orange County Fire Authority Monthly Investment Report



Final Report - February 2016

Preliminary Report - March 2016



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# Orange County Fire Authority Final Investment Report February 29, 2016



#### **EXECUTIVE SUMMARY**

#### Portfolio Activity & Earnings

During the month of February 2016, the size of the portfolio decreased further by \$10.3 million to \$166.2 million. Significant receipts for the month included cash contract payments, apportionments of property taxes, intergovernmental contract and grant payments, and other charges for current services totaling \$12.6 million. Significant disbursements for the month included primarily two biweekly payrolls, which were approximately \$11.0 million each with related benefits. Total February cash outflows for operating expenditures amounted to approximately \$24.3 million. The portfolio's balance is expected to stay about the same in the following month.

In February, the portfolio's yield to maturity (365-day equivalent) increased by 3 basis points to 0.61% while the effective rate of return rose by 8 basis points to 0.60% for the month and by 2 basis points to 0.40% for the fiscal year-to-date. The average maturity of the portfolio shortened by 3 days to 224 days to maturity.

#### **Economic News**

U.S. economic activity was mixed in February 2016. On the upside, employment conditions beat expectations in February; there were a total of 242,000 new jobs created for the month, a much stronger number than expected. In addition, the unemployment rate remained unchanged at 4.9%. On the other hand, retail sales decreased in February and January's retail sales were adjusted to show a decline in sales instead of an increase as previously reported for the month. Consumer confidence stayed mixed in February. Manufacturing activity edged up slightly while the non-manufacturing stayed about unchanged for the month. The CPI (Consumer Price Index) dropped as oil prices continued to persist at low levels. Existing home sales declined noticeably while new home sales posted an increase. On March 16, 2016, at the second day of the Federal Open Market Committee's scheduled meeting, the Committee voted to keep the federal funds rate unchanged at a target range of 0.25% - 0.50%. The Committee also slightly downgraded its outlook on the economy. Based on the Committee members' quarterly projections, current expectations are that the overnight lending rate will likely be raised by two quarter-point increases by the end of 2016.



#### **BENCHMARK COMPARISON AS OF FEBRUARY 29, 2016**

3 Month T-Bill: 0.31%

1 Year T-Bill:

6 Month T-Bill: 0.45%

LAIF:

0.53% 0.47%

OCFA Portfolio: 0.60%

#### **PORTFOLIO SIZE, YIELD, & DURATION**

	Current Month	Prior Month	Prior Year
Book Value-	\$166,188,999	\$176,489,384	\$156,514,261
Yield to Maturity (365 day)	0.61%	0.58%	0.29%
Effective Rate of Return	0.60%	0.52%	0.30%
Days to Maturity	224	227	151



# ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Summary February 29, 2016

Orange County Fire Authority 1 Fire Authority Road Irvine, Irvine, CA 92602 (714)573-6301

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	3,931,236.43	3,931,236.43	3,931,236.43	2.40	1	1	0.001	0,001
Federal Agency Coupon Securities	38,000,000.00	38,000,210.00	37,984,284.68	23.17	1,020	832	1.097	1,112
Federal Agency DiscAmortizing	62,000,000.00	61,962,400.00	61,947,837.08	37.79	140	62	0.460	0.466
Treasury Coupon Securities	10,000,000.00	10,034,800.00	10,032,128.91	6.12	195	121	0.523	0.530
Local Agency Investment Funds	50,046,284.49	50,005,595.01	50,046,284.49	30.53	1	1	0.461	0.467
Investments	163,977,520.92	163,934,241.44	163,941,771.59	100.00%	301	224	0.600	0.609
Cash								
Passbook/Checking (not included in yield calculations)	2,266,663.37	2,266,663.37	2,266,663.37		1	1	0.000	0.000
Total Cash and Investments	166,244,184.29	166,200,904.81	166,208,434.96		301	224	0.600	0.609
Total Earnings	February 29 Month Ending	Fiscal Year To D	Date					
Current Year	81,997.58	454,657	7.10					
Average Daily Balance	170,982,661.12	168,930,409	9.87					
Effective Rate of Return	0.60%		0.40%					

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

Patricia Jakubiak/Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above) GASB 31 Adjustment to Books (See Note 3 on page 9)

Total

\$ 166,208,434.96 \$ (19,436.11) \$ 166,188,998.85

#### **ORANGE COUNTY FIRE AUTHORITY**

#### Portfolio Management Portfolio Details - Investments

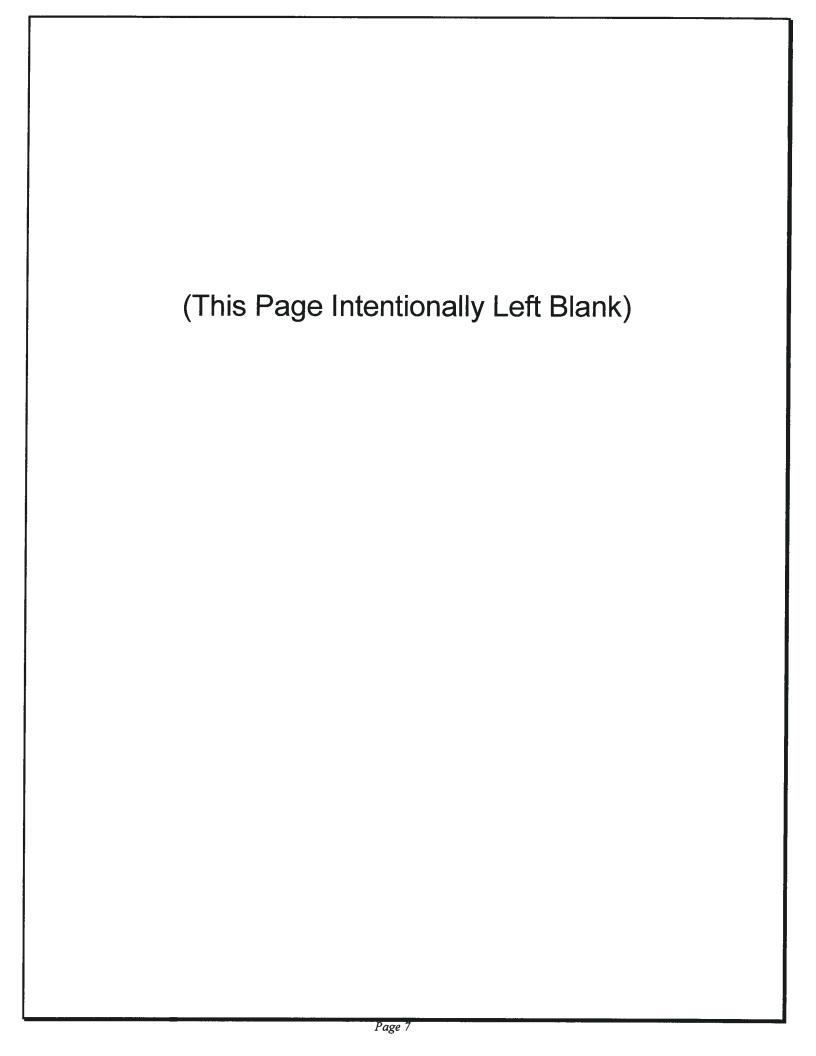
February 29, 2016 (See Note 1 on page 9) (See Note 2 on page 9)

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C	Days to	
Money Mkt Mut	ual Funds/Cash						DOOK 12/100	1,000	303	matu itj	Dati
SYS528	528	High Mark 100% US	Treasury MMF		3,931,236.43	3,931,236.43	3,931,236,43	0.001	0.001	1	
	Sul	btotal and Average	7,566,915.18	_	3,931,236.43	3,931,236.43	3,931,236.43		0,001	1	
Federal Agency	Coupon Securit	ies	•	·			·				
3133EEA75	861	Federal Farm Credit	Bank	04/23/2015	9.000.000.00	9,000,720.00	9,000,000,00	0.990			04 2000
3133EFJP3	869		Bani(Callable anytin		10,000,000.00	9,974,000.00	10.000.000.00	1.100	0.998		01/22/201
3134G7FK2	863	Fed Home Loan Mtg		06/30/2015	9,000,000.00	9,021,690.00	9,000,000,00	1.100	1.054		10/15/201
3134G84A4	878		Corp(Callable 5-24-1		10,000,000.00	10,003,800,00	9,984,284.68	1.250	1.065 1.315		03/23/201
IS.	Sul	btotal and Average	37,984,021.31	-	38,000,000.00	38,000,210.00	37,984,284.68		1,112	832	00/2/0201
Federal Agency	DiscAmortizin	9	35-3-3-	70							02
313396WM1	880	Freddie Mac		12/18/2015	9,000,000.00	8,994,240.00	8,991,750,00	0.500	0.515	cc	05/06/2010
313396XB4	881	Freddie Mac		12/18/2015	9,000,000,00	8,992,980,00	8.989.800.00	0.510	0.525		05/20/201
313396XR9	882	Freddie Mac		12/18/2015	9,000,000,00	8,991,270.00	8,987,780.00	0.520	0.525		06/03/201
313396YF4	883	Freddie Mac		12/18/2015	9.000,000,00	8,990,010.00	8,985,825,00	0.525	0.541		06/17/201
313384US6	875	Fed Home Loan Bar	nk	12/03/2015	9,000,000,00	8,998,380,00	8,998,188,75	0.315	0.324		03/24/201
313384UD9	876	Fed Home Loan Bar	nk	12/08/2015	9,000,000,00	8,999,280.00	8,999,000,00	0.400	0.412		03/11/201
313384VX4	879	Fed Home Loan Bar	nk	12/18/2015	8,000,000.00	7,996,240.00	7,995,493.33	0.390	0.401		04/22/201
	Sul	btotal and Average	65,350,593.84	n Wood Heading	62,000,000.00	61,962,400.00	61,947,837.08		0.466	62	
Treasury Coupe	on Securities							%	1	·	
912828QR4	877	Treasury Note		12/18/2015	10,000,000.00	10,034,800.00	10,032,128.91	1.500	0,530	121	06/30/2010
	Sul	ototal and Average	10,035,846.31	W 1949 194	10,000,000.00	10,034,800.00	10,032,128.91		0,530	121	
Local Agency It	vestment Funds						575 A 5 5	(H)		**	
SYS336	336	Local Agency Invistn	nt Fund	_	50,046,284.49	50,005,595.01	50,046,284.49	0.467	0.467	1	
	Sul	ototal and Average	50,046,284.49	_	50,046,284.49	50,005,595.01	50,046,284.49		0.467	1	
		Total and Average	170,982,661.12		163,977,520.92	163,934,241.44	163,941,771.59		0.609	224	

#### **ORANGE COUNTY FIRE AUTHORITY**

#### Portfolio Management Portfolio Details - Cash February 29, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Stated Book Value Rate	YTM/C 365 I	Days to Maturity
Money Mkt Mu	tual Funds/Cash								
SYS10033 SYS4	10033 4	Revolving Fund Union Bank		07/01/2015 07/01/2015	20,000.00 2,246,663.37	20,000.00 2,246,663.37	20,000.00 2,246,663.37	0.000 0.000	1 1
		Average Balance	0.00						1
	Total Cash	and Investments	170,982,661.12		166,244,184.29	166,200,904.81	166,208,434.96	0.609	224





# ORANGE COUNTY FIRE AUTHORITY Aging Report By Maturity Date As of March 1, 2016

Orange County Fire Authority 1 Fire Authority Road Irvine, Irvine, CA 92602 (714)573-6301

						Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(03/01/2016 - 03/01/2016)		4 Maturities	0 Payments	56,244,184.29	33.84%	56,244,184.29	56,203,494.81
Aging Interval:	1 - 30 days	(03/02/2016 - 03/31/2016 )		2 Maturities	0 Payments	18,000,000.00	10.83%	17,997,188.75	17,997,660.00
Aging Interval:	31 - 60 days	(04/01/2016 - 04/30/2016 )		1 Maturities	0 Payments	8,000,000.00	4.81%	7,995,493.33	7,996,240.00
Aging Interval:	61 - 91 days	(05/01/2016 - 05/31/2016 )		2 Maturities	0 Payments	18,000,000.00	10.82%	17,981,550.00	17,987,220.00
Aging Interval:	92 - 121 days	(06/01/2016 - 06/30/2016 )		3 Maturities	0 Payments	28,000,000.00	16.85%	28,005,733.91	28,016,080.00
Aging Interval:	122 - 152 days	(07/01/2016 - 07/31/2016)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(08/01/2016 - 08/31/2016 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(09/01/2016 - 11/30/2016 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(12/01/2016 - 03/01/2017 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(03/02/2017 - 03/01/2019 )		4 Maturities	0 Payments	38,000,000.00	22.85%	37,984,284.68	38,000,210.00
Aging Interval:	1096 days and after	(03/02/2019 - )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
			Total for	16 Investments	0 Payments		100.00	166,208,434.96	166,200,904.81



#### NOTES TO PORTFOLIO MANAGEMENT REPORT

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

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

Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2015 includes an increase of \$18,799 to the LAIF investment and a decrease of (\$38,235) to the remaining investments.

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



#### Local Agency Investment Fund (LAIF)

As of February 29, 2016, OCFA has \$50,046,284 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of December 31, 2015 is 0.999186963. When applied to OCFA's LAIF investment, the fair value is \$50,005,595 or \$40,689 below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at February 29, 2016 is included on the following page.



# State of California Pooled Money Investment Account Market Valuation 2/29/2016

Description		earrying Cost Plus rued Interest Purch.		Fair Value	Accrued Interes
United States Tressum:					
United States Treasury: Bills	\$	10 714 004 740 05	•	10 720 240 000 00	NIA .
Notes	\$	10,714,094,749.25 19,398,447,329.22	\$	10,730,346,000.00 19,393,401,500.00	NA \$ 20,675,247.
Notes	Ψ	19,390,447,329.22	Ψ	19,393,401,500.00	Ψ 20,075,247.3
Federal Agency:					· · · · · · · · · · · · · · · · · · ·
SBA	\$	644,962,921.32	\$	637,281,179.01	\$ 557,554.
MBS-REMICs	\$	70,047,886.84	\$	74,532,403.17	\$ 331,881.3
Debentures	\$	1,081,990,348.76	\$	1,080,448,500.00	\$ 6,085,500.6
Debentures FR	\$	-	\$	-	\$ -
Discount Notes	\$	7,334,356,041.58	\$	7,344,267,500.00	NA
GNMA	\$	-	\$	-	\$ -
Supranational Debentures	\$	350,151,164.92	\$	350,531,500.00	\$ 1,053,473.0
CDs and YCDs FR	\$	300,000,000.00	\$	300,000,000.00	\$ 142,895.2
Bank Notes	\$	300,000,000.00	\$	299,982,644.49	\$ 430,694.4
CDs and YCDs	\$	11,150,007,118.52	\$	11,149,066,370.81	\$ 13,227,680.5
Commercial Paper	\$	5,187,689,875.07	\$	5,190,776,402.79	NA
Corporate:					
Bonds FR	\$	-	\$	-	\$ -
Bonds	\$	-	\$	-	\$ -
Denumbers Agreements	•	71.			
Repurchase Agreements	\$	-	\$	<u> </u>	\$ -
Reverse Repurchase	\$	-	\$	-	\$ -
Time Deposits	\$	5,593,440,000.00	\$	5,593,440,000.00	NA
AB 55 & GF Loans		2,095,967,000.00	\$	2,095,967,000.00	NA
TOTAL	\$	64,221,154,435.48	\$	64,240,041,000.27	\$ 42,504,926.9

Fair Value Including Accrued Interest

64,282,545,927.20

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

\$



# Orange County Fire Authority Preliminary Investment Report March 18, 2016



# ORANGE COUNTY FIRE AUTHORITY Portfolio Management Portfolio Summary March 18, 2016

Orange County Fire Authority 1 Fire Authority Road Irvine, Irvine, CA 92602 (714)573-6301

(See Note 1 on page 18)

(See Note 2 on page 18)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/0 365 Equiv
Money Mkt Mutual Funds/Cash	9,118,289.93	9,118,289.93	9,118,289.93	5,24	1	1	0.001	0.001
Federal Agency Coupon Securities	38,000,000.00	37,971,110.00	37,984,601.45	21.81	1,020	814	1.097	1,112
Federal Agency DiscAmortizing	53,000,000.00	52,975,460.00	52,961,062.08	30.41	147	53	0.469	0.475
Treasury Coupon Securities	10,000,000.00	10,030,200.00	10,027,349.41	5.76	195	103	0.523	0.530
Local Agency Investment Funds	64,046,284.49	63,994,212.49	64,046,284.49	36.78	1	1	0.461	0.467
Investments	174,164,574.42	174,089,272.42	174,137,587.36	100.00%	279	200	0.581	0.589
Cash			111111111111111111111111111111111111111					4
Passbook/Checking (not included in yield calculations)	939,790.50	939,790.50	939,790.50		1	1	0.000	0.000
Total Cash and Investments	175,104,364.92	175,029,062.92	175,077,377.86		279	200	0.581	0.589
Total Earnings	March 18 Month Ending	Fiscal Year To D	Pate					
Current Year	50,757.72	505,414	1.82					
Average Daily Balance	173,212,510.57	169,224,599	0.99					
Effective Rate of Return	0.59%		1.42%					

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

Patricia Jakubiak, Treasurer

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above) GASB 31 Adjustment to Books (See Note 3 on page 18)

Total

\$ 175,077,377.86 \$ (19,436.11) \$ 175,057,941.75

#### **ORANGE COUNTY FIRE AUTHORITY**

#### Portfolio Management Portfolio Details - Investments

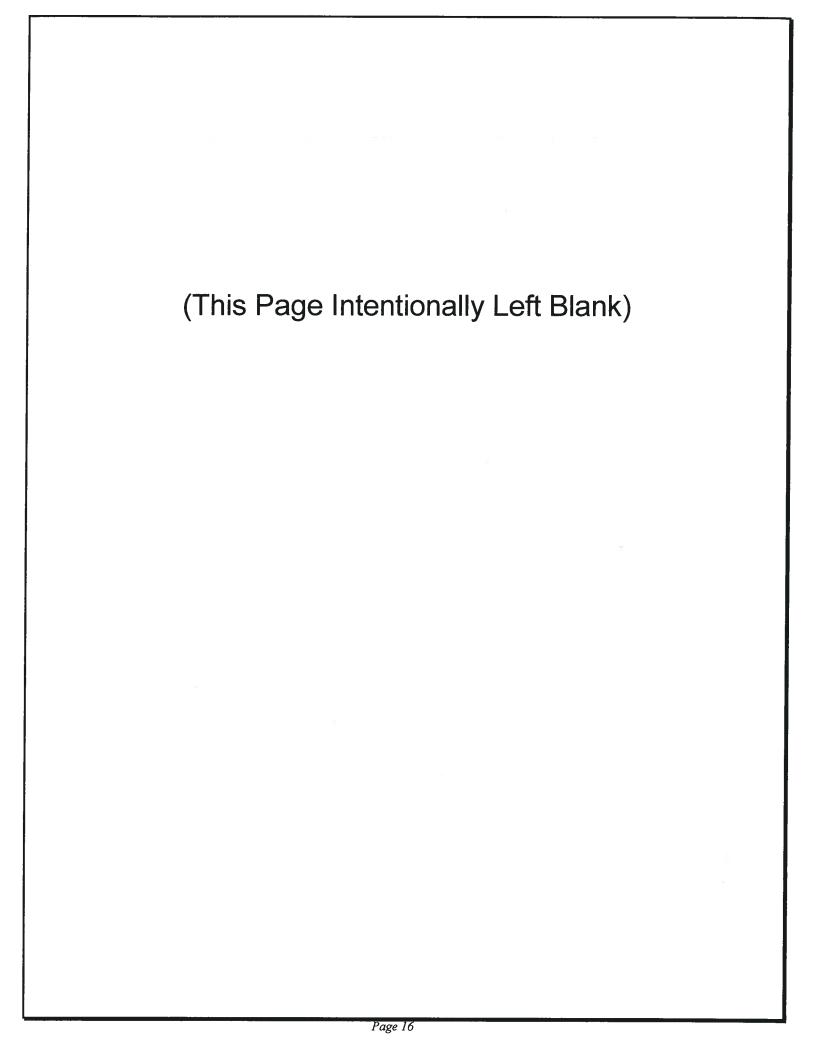
March 18, 2016 (See Note 1 on page 18) (See Note 2 on page 18)

CUSIP	Investment#	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 1	Days to Maturity Saturity Date
Money Mkt Mut	ual Funds/Cash						DOOR TELEV	1/010	700 11	taturity Date
SYS528	528	High Mark 100% US	Treasury MMF		9,118,289.93	9,118,289.93	9,118,289.93	0.001	0.001	1
	Subte	otal and Average	8,974,906.43	_	9,118,289.93	9,118,289.93	9.118.289.93		0.001	1
Federal Agency	Coupon Securitie	8	* ** **					***	-	* *
3133EEA75	861	Federal Farm Credi	t Bank	04/23/2015	9,000,000,00	9,000,360,00	0.000.000.00			
3133EFJP3	869		Bank(Callable anytin		10.000.000.00	9,957,900.00	9,000,000.00	0.990	0.998	674 01/22/2018
3134G7FK2	863	Fed Home Loan Mt		06/30/2015	9,000,000.00		10,000,000.00	1.100	1.054	940 10/15/2018
3134G84A4	878		Com(Callable 5-24-1		10,000,000,00	9,012,150.00 10,000,700.00	9,000,000.00 9,984,601.45	1.100 1.250	1.065 1.315	734 03/23/2018 888 08/24/2018
	Subtr	otal and Average	37,984,451.86	-	38,000,000.00	37,971,110,00	37,984,601.45	1.230	1.112	814
Federal Agency	DiscAmortizing			2.00		***		(-12)	. 1.112	014
313396WM1	880	Freddie Mac		12/18/2015	9,000,000.00	0.000.400.00				
313396XB4	881	Freddie Mac		12/18/2015	9,000,000.00	8,996,490.00	8,994,000.00	0.500	0.515	48 05/06/2016
313396XR9	882	Freddie Mac		12/18/2015	9,000,000.00	8,995,410,00	8,992,095.00	0.510	0.525	62 05/20/2016
313396YF4	883	Freddie Mac		12/18/2015	9,000,000.00	8,993,340.00	8,990,120.00	0.520	0.536	76 06/03/2016
313384US6	875	Fed Home Loan Ba	nk	12/03/2015		8,992,080.00	8,988.187.50	0.525	0.541	90 06/17/2016
313384VX4	879	Fed Home Loan Ba		12/18/2015	9,000,000.00 8,000,000.00	8,999,820.00 7,998,320.00	8,999,606.25 7,997,053.33	0.315 0.390	0,324	5 03/24/2016
	Subto	tal and Average	57,955,039.17		53,000,000.00	52,975,460.00	52,961,062.08	0.390	0.401	34 04/22/2016
Treasury Coupe	on Securities		ST 51 150 2				52,501,002.05		0.475	53
912828QR4	877	Treasury Note		12/18/2015	10.000.000.00	10.030.200.00	10,027,349,41	1.500	0.530	103 06/30/2016
	Subto	otal and Average	10,029,606.40	-	10,000,000.00	10,030,200.00	10,027,349.41	1.500		
Local Agency I	nvestment Funds	125	(f) (m)		=		10,027,343.41		0.530	103
SYS336	336	Local Agency Invstr	ot Fund		64 046 394 40	57.004.040.40				
		- · · -		_	64,046,284,49	63,994,212.49	64,046,284.49	0.467	0.467	11
	Subto	etal and Average	58,268,506.71		64,046,284.49	63,994,212.49	64,048,284.49		0.467	1
	T	otal and Average	173,212,510.57		174,164,574.42	174,089,272.42	174,137,587.36		0.589	200

#### ORANGE COUNTY FIRE AUTHORITY

#### Portfolio Management Portfolio Details - Cash March 18, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Stated Book Value Rate	YTM/C 365	Days to
Money Mkt Mu	tual Funds/Cash								
SYS10033 SYS4	10033 4	Revolving Fund Union Bank		07/01/2015 07/01/2015	20,000.00 919,790.50	20,000.00 919,790.50	20,000.00 919,790.50	0.000 0.000	1
		Average Balance	0.00						1
	Total Cash	and Investments	173,212,510.57		175,104,364.92	175,029,062.92	175,077,377.86	0.589	200





# ORANGE COUNTY FIRE AUTHORITY Aging Report By Maturity Date As of March 19, 2016

Orange County Fire Authority 1 Fire Authority Road Irvine, Irvine, CA 92602 (714)573-6301

W 1012 (2011)							Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 da	ys	(03/19/2016 -	03/19/2016 )	No	4 Maturities	0 Payments	74,104,364.92	42.33%	74,104,364.92	74,052,292.92
Aging Interval: 1 -	30 days	(03/20/2016 -	04/18/2016 )		1 Maturities	0 Payments	9,000,000.00	5.14%	8,999,606.25	8,999,820.00
Aging Interval: 31 -	60 days	(04/19/2016 -	05/18/2016 )		2 Maturities	0 Payments	17,000,000.00	9.70%	16,991,053.33	16,994,810.00
Aging Interval: 61 -	91 days	(05/19/2016 -	06/18/2016 )		3 Maturities	0 Payments	27,000,000.00	15.40%	26,970,402.50	26,980,830.00
Aging Interval: 92 -	121 days	(06/19/2016 -	07/18/2016 )		1 Maturities	0 Payments	10,000,000.00	5.73%	10,027,349.41	10,030,200.00
Aging Interval: 122 -	152 days	(07/19/2016 -	08/18/2016 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 153 -	183 days	(08/19/2016 -	09/18/2016 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 -	274 days	(09/19/2016 -	12/18/2016 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 -	365 days	(12/19/2016 -	03/19/2017 )		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 -	1095 days	(03/20/2017 -	03/19/2019 )		4 Maturities	0 Payments	38,000,000.00	21.70%	37,984,601.45	37,971,110.00
Aging Interval: 1096 d	lays and after	(03/20/2019 -	)		0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
				Total for	15 Investments	0 Payments		100.00	175,077,377.86	175,029,062.92



#### NOTES TO PORTFOLIO MANAGEMENT REPORT

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

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

Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2015 includes an increase of \$18,799 to the LAIF investment and a decrease of (\$38,235) to the remaining investments.

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

#### **GLOSSARY**

#### **INVESTMENT TERMS**

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

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

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

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

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

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

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

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

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

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

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

Local Agency Investment Fund (LAIF). A California State Treasury fund which local agencies may use to deposit funds for investment and for reinvestment with a maximum of \$50 million for any agency (excluding bond funds, which have no maximum). It offers high liquidity because

deposits can be converted to cash in 24 hours and no interest is lost. Interest is paid quarterly and the State's administrative fee cannot to exceed 1/4 of a percent of the earnings.

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

#### **ECONOMIC TERMS**

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

Consumer Price Index (CPI). A measure that examines the weighted average of prices of a basket of consumer goods and services, such as transportation, food and medical care. Changes in CPI are used to assess price changes associated with the cost of living.

**Durable Goods Orders**. An economic indicator released monthly that reflects new orders placed with domestic manufacturers for delivery of factory durable goods such as autos and appliances in the near term or future.

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

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

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

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

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

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

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

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



# Orange County Fire Authority AGENDA STAFF REPORT

# Executive Committee Meeting April 28, 2016

Agenda Item No. 3B Consent Calendar

#### **Quarterly Purchasing Report**

#### **Contact(s) for Further Information**

Lori Zeller, Assistant Chief <u>lorizeller@ocfa.org</u> 714.573.6020

**Business Services Department** 

Debbie Casper, Purchasing & Materials Manager <u>debbiecasper@ocfa.org</u> 714.573.6641

#### **Summary**

This agenda item is a routine quarterly report to summarize contract amendments issued within the dollar limits delegated to management.

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

At its regular April 13, 2016, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

#### **RECOMMENDED ACTION(S)**

Receive and file the report.

#### **Impact to Cities/County**

Not Applicable.

#### **Fiscal Impact**

Not Applicable.

#### **Background**

Attached is the Quarterly Purchasing Report summarizing contract amendments issued within the dollar limits delegated to management. The list includes the changes made within the period of January to March 2016.

There were eight contract amendments processed during the past quarter, and a total of 33 contract amendments during the past year, when staff began preparing the quarterly contract amendment reporting. If the recommended changes to the Roles/Responsibilities/Authorities matrix that are proposed in a separate agenda item on the Board of Director's agenda are approved, then all of these changes summarized on the attached report would be within management authority and no further action in reporting these changes would be required.

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

Quarterly Purchasing Report – January-March 2016

Orange County Fire Authority Quarterly Purchasing Report January – March 2016

	Vendor, Contract Term, Section & Date of Change	Commodity or Service	Original Value, Change Amount & Revised Value	% Change	Additional Comments
1	Sweinhart P0000137 One Time PO 11/19/15  Property Management 1/7/16	Rental of emergency generator at RFOTC  Service - Emergency Current contractor for generator maintenance Bid MD1890	\$14,226.18 +6,554.16 \$20,780.34	46%	The emergency generator that operates the ECC failed and required repairs. The generator rented while repairing the emergency generator at RFOTC was needed longer than originally anticipated.
2	HB Diesel P0009181 One Time PO 12/22/15 Fleet Services 1/14/16	Vehicle Repair, Unit #4112 Service – Vehicle Repair Below small dollar purchase threshold	\$1,206.50 +1,502.45 \$2,708.95	125%	Unit 4112 was taken in for replacement of EGR, fan clutch. After diagnostics were run, additional repair needs were found requiring additional parts and labor resulting in a higher cost to repair the vehicle.
	Linegear B01515-1 6/1/15 – 5/31/16 Service Center 1/14/16	Wildland Boot White Hathorn Smoke Jumper Boots  Commodity contract Bid RO1936	\$30,000 +\$17,000 \$47,000	57%	Additional funding was required to purchase boots for two academies and the reserves (approximately 120 pairs of boots). The contract is a result of a competitive bid process and the price remained \$230/pair.
4	One Time PO 11/23/15 <i>Air Operations</i> 1/22/16	DVR Repair on Helicopter  Below small dollar  purchase threshold	\$404 +\$2,083.14 \$2,487.14	516%	The initial PO was issued for inspection of a failed part. It was determined that a new DVR driver board was required and the old unit could not be fixed. The part was \$2,017.72 + tax.
-	P.T.I. Sand and Gravel B016229 10/8/15-11/9/16 Comm. Risk Reduction 1/17/16	Fill Sand for Sand Bags  Commodity contract  County of Orange  Contract – Cooperative  pricing	\$10,000 <u>+\$40,000</u> \$50,000	400%	In preparation for El Nino, the department requested an increase to the blanket order to allow for the additional purchase of sand as needed. Price per ton of delivered sand remained the same at \$14.48 w/tax per ton - based on utilizing the County of Orange Public Works MA-080-120195 cooperative price agreement.

6	Poly-Corr Industries B01628 10/2/15-10/31/16	Empty Sand Bags  Commodity contract	\$16,000 +34,000 \$50,000	213%	In preparation for El Nino and in an effort to meet the stations request for sand bags, Service Center requested an increase to the blanket order for the purchase of additional empty sand bags.
	Service Center 1/12/16	Bid SC2078			This contract is a result of a competitive bid SC2078, the cost per sand bag remained the same at \$0.128 per bag.
7	Allstar B01579 3/3/15 – 3/31/16 Service Center 3/2/16	Station Boot Haix Fire Hunter Extreme Boots  Commodity contract Bid RO2007	\$30,000 <u>+7,000</u> \$37,000	23%	This contract was established as a result of a competitive bid in an effort to add an additional boot style to the current station boot compliment. More replacements were ordered than anticipated. Price per boot remains the same at \$274.50/pair.
8	Motorola B01381-4 5/22/15 – 5/21/16 Info. Technology 3/9/16	Communication Equipment Parts and Accessories  Commodity contract County of Orange Contract – Cooperative pricing	\$30,000 + 15,000 \$45,000	50%	This blanket order contract was established for the purchase of communication equipment parts, accessories and batteries based on pricing from the County of Orange Master agreement #MA060-15011560 for the countywide 800 MHz. The current price book is good through May 20, 2020. An increase was required to cover a purchase for speaker microphones that was paid against the blanket order.



# Orange County Fire Authority AGENDA STAFF REPORT

Executive Committee Meeting April 28, 2016

Agenda Item No. 3C Consent Calendar

#### **Professional Labor Negotiation Services**

#### **Contact(s) for Further Information**

Lori Zeller, Assistant Chief Business Services Department lorizeller@ocfa.org

714.573.6020

#### **Summary**

This item is submitted to obtain Committee direction regarding extension of the existing contract for Professional Labor Negotiation Services or issuance of a new Request for Proposal (RFP).

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

At the August 27, 2015, Board of Directors meeting, the Board authorized an increase and extension of the contract with Peter Brown of Liebert Cassidy Whitmore through June 30, 2016, with the provision of an RFP at the next contract renewal. Specifically, the RFP was to focus on allowable/billable costs for travel time within the contract for labor negotiation services.

At its regular April 5, 2016, meeting, the Human Resource Committee reviewed and unanimously recommended approval of this item.

#### **RECOMMENDED ACTION(S)**

Extend the existing contract with Liebert Cassidy Whitmore for one additional year (July 1, 2016, to June 30, 2017), at an annual amount not to exceed \$100,000.

#### **Impact to Cities/County**

Not Applicable.

#### **Fiscal Impact**

Funds will be included in the Draft Proposed FY 2016/17 Budget to fund this contract.

#### **Background**

In December 2013, the Board of Directors appointed Peter Brown of Liebert Cassidy Whitmore to serve as OCFA's professional labor negotiator. During 2014 and 2015, Mr. Brown negotiated a one-year memorandum of understanding (MOU) with the Firefighters Union (3631), plus a subsequent mutually agreeable language clean-up MOU with 3631. He also negotiated a comprehensive three-year MOU with the Orange County Employees Association (OCEA), and a three-year agreement with the newly formed Orange County Fire Authority Management Association (OCFAMA).

In the latter half of 2015 and early 2016, Mr. Brown has been actively negotiating with 3631 for a successor MOU. In August 2015, the Board authorized a one-year extension of Mr. Brown's contract through June 30, 2016, to support continuation of the negotiation process that was already under way with 3631. However, when the Board authorized the one-year extension, the

Board also directed staff to complete a new RFP process for future professional labor negotiation services, at the next contract renewal.

Staff is prepared to issue an RFP for future labor negotiation services should this continue to be the direction of the Board; however, since the current negotiations with 3631 have not yet concluded, it is recommended by staff and the Human Resources Committee to extend the existing contract with Mr. Brown for one additional year through June 30, 2017, for an annual amount not to exceed \$100,000.

Staff is seeking preliminary input from the Human Resources Committee (HRC) regarding the desired approach, and a recommendation from the HRC that may be forwarded to the Executive Committee for further action.

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

None.



# Orange County Fire Authority AGENDA STAFF REPORT

## **Executive Committee Meeting April 28, 2016**

Agenda Item No. 3D Consent Calendar

### **Cooperative Purchase to Upgrade OCFA Telephone System**

**Contact(s) for Further Information** 

Michael Schroeder, Assistant Chief <u>michaelschroeder@ocfa.org</u> 714.573.6008

Support Services Department

Joel Brodowski, I.T. Manager joelbrodowski@ocfa.org 714.573.6421

#### **Summary**

This agenda item is submitted for approval to purchase computer equipment, software, and professional services from AT&T to upgrade the OCFA's administrative telephone system using the County of Merced's Fast Open Contracts Utilization Services (FOCUS) Cooperative Purchasing Agreement and establish a blanket order with AT&T for annual hardware and software maintenance as specified in the report.

#### **Prior Board/Committee Action**

Not Applicable.

#### **RECOMMENDED ACTION(S)**

- 1. Approve and authorize the Purchasing Manager to issue a purchase order to AT&T in the amount of \$56,403.21, for the purchase of computer equipment, software, and professional services to upgrade the Fire Authority's administrative telephone system using the Fast Open Contracts Utilization Services Cooperative Purchasing Agreement.
- 2. Approve and authorize the Purchasing Manager to establish a blanket order contract with AT&T for the hardware and software maintenance of the administrative telephone system for a three (3) year term for an aggregate not to exceed amount of \$115,000.

#### **Impact to Cities/County**

Not Applicable.

#### **Fiscal Impact**

Funding is included in the approved FY 2015/16 budgets for the General Fund and the General Fund CIP.

#### **Background**

The administrative telephone system is used by all OCFA employees at the Regional Fire Operations and Training Center (RFOTC) and was installed during the original construction of the RFOTC in 2004. The administrative telephone system hardware and software has reached the end of its service life and needs to be upgraded to maintain supportability. This major hardware and software upgrade will also extend functionality and service life of the equipment until the scheduled replacement of the administrative telephone system in FY 2018/19.

The maintenance and support of both the hardware and software have been provided by Verizon; however in 2014, Verizon notified the OCFA that it was withdrawing from the public safety telephone business segment and as a result, would be ending its support for the administrative telephone system.

Staff recommends awarding the contract to AT&T based on the superior pricing offered through the County of Merced's FOCUS Cooperative Purchasing Agreement, and because of AT&T's extensive experience with the Fire Authority's facilities, computer systems, and previous partnerships with OCFA for major telecommunications projects. The FOCUS Cooperative Purchasing Agreement provides the means for counties, cities, schools, special districts, and other governmental entities in California and nationally to purchase their needed telecommunications technology solutions through a formally bid contract, resulting in an opportunity for governments to reduce their costs of procurement while leveraging their dollars with other governments to achieve greater buying power.

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

- 1. Price Quote
- 2. AT&T Labor Rates
- 3. Telephone Upgrade Maintenance Pricing Schedule

4/4/2016

## **Orange County Fire Authority**

### **CS1000M UPGRADE**

Irvine, CA

				_		_
	FOCUS 3 CONTRACT # 20151103-7910		GSA LIST	Customer		Customer
Equipment Code	Description	QTY	PRICE	Unit Price		Total Price
Main Equipment GSA						
AUS2474705						
306202	DL360PG8 SERVER CS 1000	1	\$ 5,905.01 \$	5,552.31	\$	5,552.31
NTHU65DC	CS1000 Apps on COTS Srver R7.6	1	1,037.22 \$	975.27		975.27
			· · · · · · · · · · · · · · · · · · ·			
NTRX26NPE6	DB9F TO DB9F SERIAL CABLE NULL	1	38.63 \$	36.32		36.32
NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA		\$ 28.61 \$		\$	53.80
NTE947LL	SW Upg R7.6 (up to 1199 users)	768	31.47 \$		\$	22,725.12
NTM444CF	CF SW Inst Kit CPPIV 7.6-NoDng	1	- \$		\$	-
NTDU41GA	Media Card 32S (MC 32S)	1	\$ 1,005.03 \$	945.00	\$	945.00
	GSA PARTS SUB-TOTAL				\$	30,287.82
Ancillary Equipment OF	PEN MARKET					
AA0132895	SEB Netpath 4 port, 10 SNMP segment with modem	1	\$	1,652.00	\$	1,652.00
AA0133502	Cable Required for SEB Netpath	1	\$	44.25	\$	44.25
AA0140519	Great Lakes Wire & Cab. Blue CAT5E Patch Cord - 15 ft.	2	\$	2.38	\$	4.76
AA0140520	Great Lakes Wire & Cab. Blue CAT5E Patch Cord - 25 ft.	2	\$		\$	7.20
7770140020	Great Earcs will a Gab. Blue GATGE Fatori Gold - 23 ft.		Ψ	3.00	Ψ	7.20
	OPEN MARKET SUB-TOTAL				\$	1,708.21
	Total Equipment Before Discount				\$	31,996.03
	Less Discount				\$	-
	Equipment Price				\$	31,996.03
	Estimated Shipping & Handling				φ	31,990.03 N/A
	Total Equipment and Software Price				\$	31,996.03
Implementation Service	as Sartian					
implementation Service	Installation Services				\$	12,833.44
						12,033.44
	Training				\$	0.044.00
	RSI Shadow SA & CMS Installation/Support				\$	9,014.06
	Avaya Software Support (PASS Basic) (1 Year)				\$	8,044.39
	Total Implementation Services Price				\$	29,891.89
Solution Pricing Summ	<u>ary</u>					
	Total Equipment and Software Price				\$	31,996.03
	Total Implementation Services Price				\$	29,891.89
	**Avaya Software Support (PASS Basic 1 Year)				\$	(8,044.39)
	*CA Taxes Estimated only				\$	2,559.68
	Taxes, if applicable, to be invoiced on final bill.  Total Solution Price with Estimated Taxes  Quote valid until June 5, 2016					56,403.21
1	·					
	** To Be Credited before Final Billing					

\*AT&T and Customer Confidential Information

## IT Administrative Labor Rates

Labor Rates	M-F 8a-5p	M-F 5p-8a	Weekend & Holiday
Without Maintenance contract			
Time and Materials	\$130/hour	\$195/hour	\$260/hour
MAC (Moves, Adds and Changes)	\$130/hour	\$195/hour	\$260/hour
With Maintenance contract	\$105/hour	¢157 50/h ove	\$210/hayr
Repair – out of scope	\$105/hour	\$157.50/hour	\$210/hour
MAC (Moves, Adds and Changes)	\$105/hour	\$157.50/hour	\$210/hour

 $2\ hour\ minimum\ charge\ with\ additional\ time\ billed$  in  $15\ min\ increments$ 

Prices subject to change without notice



#### AT&T Equipment Resale and Related Services Pricing Schedule

#### Attachment 3

Focus 3 Contract: 20151103-7910 MA Reference No.: 201303088737UA

Pricing Schedule No.:

		i fiding odfieddie No
CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T")	AT&T Branch Sales Contact Name
Name: Orange County Fire Authority	AT&T Corp.	Name: Liz Deering
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
1 Fire Authority Road	One AT&T Way Bedminster, NJ 07921-0752	1452 Edinger Avenue
Irvine, CA 92620	Attn: Master Agreement Support Team	Tustin, CA 92780 Phone : (714) 556-70407
	E-mail: mast@att.com	Email: ES1961@att.com
		Sales/Branch Manager: Howard Chin SCVP Name: John D Irwin, Jr
CUSTOMER Contact	CUSTOMER Billing Address and Contact	AT&T Contact Information
Name: Scott Johnson Title: IT Supervisor Telephone: (714) 573-6437 Email: ScottJohnson@ocfa.org	1 Fire Authority Road Irvine, CA 92620 Name: Scott Johnson Title: IT Supervisor Telephone: (714) 573-6437 Email: ScottJohnson@ocfa.org	Cheryl Lopez 1452 Edinger Avennue Tustin, CA 92780 Telephone: (714) 227-9716 Email: cg1463@att.com

This Pricing Schedule is an attachment to the Merced County FOCUS contract number 2015156 (AT&T reference number 201303088737UA). The services provided under this Pricing Schedule shall be governed by the Terms and Conditions of the FOCUS contract number 2015156. To the extent any terms set forth in this Pricing Schedule conflict with those of the FOCUS contract number 2015156, the terms of this Pricing Schedule shall prevail with respect to the AT&T Services provided hereunder. In the case of a conflict within the Pricing Schedule, the descending order of priority for the documents in this Pricing Schedule is Sub-Rider D7, the other applicable Sub-Riders, the applicable Rider and the General Terms.

Rider A – Purchased Equipment Rider B – Additional Cisco Terms Sub-Rider B1 - Cisco Try and Buy Program Sub-Rider B2 – Technology Migration Plan Sub-Rider B3 – Cisco Enterprise Suites for Collaboration Rider C – Purchased Equipment Discounts Rider E – Additional Avaya Terms Rider F – ShoreTel Mobility Router CUSTOMER	Rider D – AT&T-Provided Services  Sub-Rider D1 – AT&T and Avaya Jointly-Provided Maintenance  Sub-Rider D2 – AT&T-Provided Maintenance  Sub-Rider D3 – AT&T-Provided Warranty Services  Sub-Rider D4 – reserved  Sub-Rider D5 – reserved  Sub-Rider D6 – Enhanced Transport Service  Sub-Rider D7 – Statement of Work  AT&T
By:(by its authorized representative)	By:(by its authorized representative)
(Typed or Printed Name)	(Typed or Printed Name)
(Title)	(Title)
(Date)	(Date)

#### GENERAL TERMS APPLICABLE TO AT&T EQUIPMENT RESALE AND RELATED SERVICES

#### 1. SERVICES AND PURCHASED EQUIPMENT

- "Purchased Equipment" means equipment (including Software) sold and Software separately sold by AT&T to Customer pursuant to this
  Pricing Schedule. "Purchased Equipment" includes replacement hardware and Software provided in connection with AT&T-Provided
  Maintenance and Warranty Services.
- "Software" means software purchased separately or software included with the equipment purchased, pursuant to this Pricing Schedule.
- "Services" per applicable Riders and Sub-Riders.

#### 2. QUOTE

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer ("Quote") or include such information in a Statement of Work ("SOW"). Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote. All such pricing is applicable only to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

#### 3. ORDERS

- (a) Order means an order for Purchased Equipment or Services, including Statements of Work and requests to change an Order, that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.
- (b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the supplier and can be ordered off the shelf without being configured or designed with other components.

#### 4. TAX EXEMPTION

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

#### 5. TERMINATION

- (a) Either party may terminate this Pricing Schedule upon thirty (30) days' prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.
- (b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order for any time, materials and expenses incurred through the effective date of termination, and any third party charges resulting from the termination.

#### 6. LIMITATION OF LIABILITY

- (a) EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE FOR CLAIMS ARISING DURING ANY TWELVE MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES IN THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.
- (b) Except for Enhanced Transport Service, AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON OR INVOLVING EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

#### 7. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

- (a) AT&T shall pass through to Customer any warranties available from Try-and-Buy or Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.
- (b) Except as set out in Section 7(a), ALL TRY-AND-BUY AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING). These disclaimers shall apply even if the express warranties from equipment manufacturers or licensors fail of their essential purpose.
- (C) TRY-AND-BUY AND PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER HIGH-RISK APPLICATIONS IN WHICH FAILURE OF SUCH TRY-AND-BUY OR PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. IF CUSTOMER CHOOSES TO USE TRY-AND-BUY OR PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

#### 8. MAINTENANCE CHARGES

AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services. Such maintenance charges are non-refundable. Orders for maintenance may not be cancelled once placed with AT&T's maintenance supplier.

#### 9. PRIOR AGREEMENTS

This Pricing Schedule replaces any existing agreements for the purchase of equipment, software and/or equipment-related services between Customer and the following AT&T Affiliates: SBC Global Services, Inc., AT&T DataComm, and BellSouth Communication Systems, LLC.

#### Rider A - Purchased Equipment

#### 1. AVAILABILITY AND DELIVERY SCHEDULE

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T can not guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

#### 2. TITLE AND RISK OF LOSS

Title to and risk of loss of Purchased Equipment passes to Customer on delivery by manufacturer or supplier to a carrier for shipment; provided that if AT&T also provides Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer on delivery to Customer.

#### 3. SHIPPING AND STORAGE

- (a) Shipping Charges.
  - (i) Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.
  - (ii) Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the identification of the shipper, Customer's account information, and method of shipment.
  - (iii) If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case by case basis.
- (b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

#### 4. INVOICING; CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

#### 5. PURCHASED EQUIPMENT RETURNS

- (a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer's or supplier's policies and instructions.
- (b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T in time for AT&T to obtain an RMA with instructions from the manufacturer or supplier within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order; however, if the Purchased Equipment is delivered to an AT&T staging facility prior to delivery to the ship-to address, Customer must contact AT&T within fifteen (15) days following notice to Customer of delivery to the staging facility. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment. Notwithstanding the foregoing, ONCE AT&T'S CONFIGURATION OF PURCHASED EQUIPMENT FOR USE BY CUSTOMER HAS COMMENCED, NON-DEFECTIVE RETURN IS NOT AVAILABLE.
- (c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service, Customer must contact the applicable maintenance service provider to obtain an RMA and instructions.

#### 6. MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement. AT&T's sole responsibility is to place Customer's orders for Manufacturer-Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

#### 7. LICENSES, RESTRICTIONS, REQUIREMENTS

- (a) Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement.
- (b) Purchased Equipment may be subject to additional requirements or restrictions imposed by manufacturer or licensor. Customer must assent to and comply with all such requirements or restrictions.

#### Rider D – AT&T-Provided Services

#### 1. SERVICE; SERVICE PUBLICATION

Service	Service Publication Location	URL
AT&T Implementation Services	AT&T Business Service Guide Website	http://serviceguidenew.att.com
	<ul> <li>SG Library</li> </ul>	

- Or per applicable Sub-Rider
- Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

#### 2. INTELLECTUAL PROPERTY RIGHTS

- (a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.
- (b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.
- (c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.
- (d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

#### 3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

#### 4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

#### 5. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

#### 6. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T.

#### 7. DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

#### 8. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

#### 9. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to .notify AT&T of the delivery and Storage Location.

#### 10. SERVICES SUPPLIER

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services.

#### Sub-Rider D2 – AT&T-Provided Maintenance Services

#### 1. SERVICES; SERVICE PUBLICATIONS

Service	Service Publication Location
AT&T Maintenance Solutions ("AMS")	http://serviceguidenew.att.com/sg_flashPlayerPage/AMS
AT&T Voice Maintenance Solutions ("AVMS")	http://serviceguidenew.att.com/sg_flashPlayerPage/AVMS

AT&T provides AT&T Maintenance Solutions and AT&T Voice Maintenance Solutions Services (collectively "Maintenance Services") for certain equipment ("Supported Equipment"), in accordance with this Pricing Schedule, the applicable SOW and the applicable Service Guide. Supported Equipment covered by Maintenance Services is specified in an SOW or the Service Guide.

#### 2. CERTIFICATION AND REVIEWS

- (a) Manufacturer's Certification for Supported Equipment. If an item of equipment is not covered by the manufacturer's warranty or by a manufacturer-approved maintenance service immediately before AT&T begins providing the Maintenance Service for the equipment, Customer must provide a manufacturer's certification that equipment is in working order and eligible to be included in a maintenance plan.
- (b) Changes in Supported Equipment covered by Maintenance Services. AT&T may conduct periodic equipment reviews for additions or deletions of Supported Equipment that is being maintained, and will make any appropriate adjustments to Maintenance Services.
- (c) Neither Customer nor any party other than AT&T or its designated agents may alter, repair, or maintain any Supported Equipment.

#### 3. MAINTENANCE TERM AND RENEWAL

The term for Maintenance Services (the "Maintenance Term") and level of Maintenance Service are set forth in the applicable Order. UNLESS EITHER PARTY TERMINATES BY WRITTEN NOTICE ON COMPANY LETTERHEAD WITH A HANDWRITTEN SIGNATURE AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT MAINTENANCE TERM, AND IF THE LEVEL OF MAINTENANCE SERVICE REFLECTED IN SUCH ORDER REMAINS AVAILABLE UNDER THE APPLICABLE SERVICE PUBLICATION AT TIME OF RENEWAL, THE MAINTENANCE TERM WITH REGARD TO SUCH ORDER AUTOMATICALLY RENEWS: (I) FOR VOICE SUPPORTED EQUIPMENT, FOR AN ADDITIONAL ONE (1) YEAR, AND, (II) FOR DATA/VIDEO SUPPORTED EQUIPMENT, FOR THE SAME LENGTH AS THE EXPIRING MAINTENANCE TERM. AT&T MAY, AT THE COMMENCEMENT OF ANY RENEWAL MAINTENANCE TERM, CHANGE THE PRICE OF SERVICE UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

#### 4. PRICE CHANGES

AT&T also may change the price of Maintenance Services on written notice for Supported Equipment at the time it is changed, upgraded or added.

#### REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT

- (a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Maintenance Term is contingent upon the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T cannot guarantee firm delivery dates.
- (b) If an item of Supported Equipment is discontinued or placed at end-of-life or end-of-support status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Supported Equipment from Maintenance Services and provide a pro-rata refund
- (c) AT&T will provide an RMA number for defective Supported Equipment ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the date of the RMA, or Customer will be invoiced, and shall pay, for the corresponding Replacement Product. Defective Items are the property of AT&T upon delivery to the carrier.

#### 6. EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.

- (a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Maintenance").
- (b) Covered Maintenance does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including, fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, virus and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Maintenance.
- (c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials.

#### Sub-Rider D2 – AT&T-Provided Maintenance Services

#### 7. AT&T-PROVIDED MAINTENANCE SERVICES - SCHEDULED PAYMENT OPTION

If Customer elects the scheduled payment option for AT&T-Provided Maintenance Services, the number, frequency, and amount of payments are detailed in the Quote. Such scheduled payments must be paid to AT&T Capital Services, Inc. in US dollars to the address specified in the invoice. If Customer fails to pay any amount when due, enters (voluntarily or involuntarily) a bankruptcy proceeding, becomes insolvent or terminates the applicable AT&T-Provided Maintenance Services other than for AT&T's material breach, all remaining scheduled payments shall become immediately due and payable, and shall be collectible immediately.

#### Sub-Rider D3 – AT&T Warranty Services for Avaya (Heritage Nortel) Solutions

#### 1. SERVICES; SERVICE PUBLICATION

Service	Service Publication Location	URL
AT&T Warranty Services	AT&T Business Service Guide Website	http://serviceguidenew.att.com
	<ul> <li>SG Library</li> </ul>	

- (a) AT&T Warranty Services, as described in this Sub-Rider, apply to Heritage Nortel Purchased Equipment and certain non-Avaya Purchased Equipment (collectively, "Purchased Nortel Solution Equipment") used in Avaya (Heritage Nortel) voice solutions purchased from and installed by AT&T. Purchased Nortel Solution Equipment covered by AT&T Warranty Services is specified in a SOW or the Service Guide. Basic Warranty Service is provided without additional charge. AT&T may invoice in full for warranty upgrades in advance of the Warranty Period.
- (b) The standard "Warranty Period" is defined in the Avaya Global Product Warranty Policy for End Users ("Avaya Product Warranty"). The Warranty Period will not restart or increase due to or as a result of any repair, replacement or move of or addition or change to any Purchased Nortel Solution Equipment.
- (c) During the Warranty Period, if the Purchased Nortel Solution Equipment other than Software ("Warranted Nortel Hardware") does not conform to the Avaya Product Warranty as set forth in Rider E, section b, Customer shall notify AT&T of such nonconformance. AT&T shall, at AT&T's sole option, repair or replace any non-conforming Warranted Nortel Hardware.
- (d) During the specified Warranty Period, if any item of Software that is properly installed and operating on the Purchased Nortel Solution Equipment for which it is originally licensed ("Warranted Nortel Software") does not conform to the Avaya Software warranty as set forth in Rider E, section b or if the media on which the Software is provided ("Warranted Software Media") is defective in materials or workmanship under normal use, Customer shall notify AT&T of such nonconformance. AT&T shall, at AT&T's sole option, (i) provide a suitable fix, patch, or workaround any non-conforming Warranted Nortel Software; or (ii) will replace at no charge any non-conforming Warranted Software Media if it is delivered to carrier for shipment to AT&T during the Warranty Period along with proof of date of shipment to Customer.
- (e) If AT&T determines that any remedy set forth in Section 1(c) or 1(d) is not reasonably available, then AT&T may issue a refund, at its sole option, of an amount (e.g., using Customer's federal income tax depreciation schedule) based upon: (i) the price paid by Customer in the case of defective Warranted Nortel Hardware, or (ii) the one-time fee paid in the case of defective Warranted Nortel Software.

#### 2. REPLACEMENT PRODUCTS; RETURN OF DEFECTIVE EQUIPMENT

- (a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Warranty Period is contingent on the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T can not guarantee firm delivery dates. If an item of Purchased Nortel Solution Equipment is placed at end-of-life status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to provide Replacement Products for an item of Purchased Nortel Solution Equipment.
- (b) AT&T will provide an RMA number for a defective Warranted Nortel Hardware ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the RMA is generated, or Customer will be invoiced for the corresponding Replacement Product. Defective Items are the property of AT&T. If the returned Warranted Nortel Hardware is found not to be defective, Customer will be charged for the Replacement Products at Customer's current price.

#### 3. EXCLUSIONS FOR AT&T WARRANTY SERVICES.

- (a) AT&T will perform AT&T Warranty Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Work").
- (b) Covered Work does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Work.
- (c) Diagnostic and repair work AT&T performs outside of Covered Work is invoiced at AT&T's prevailing rates for time and materials.

#### Sub-Rider D7 - Statement of Work

Ship To / Installation Site Address: 1 Fire Authority Road, Irvine, CA 92620	
Date of Submission: 04/07/16	
Requested Delivery Date: Requested Installation/Cutover Date:	
Purchase Order Number:	
PURCHASE PRICE	
1. Total Price of Equipment\$31,996.03	
2. Estimated Shipping\$0.00	
3. Total Charge for Installation/Cutover\$30,247.86	
4. Total Purchase Price\$62,243.89	
*Taxes & Freight will be listed separately on the invoice. Total Purchase Price does not include maintenance.	
NOTE: A site survey is required if the installation site is a school, place of worship, warehouse, factory, residence, munic dealership, or trailer; if any of the following exist: multi-floor installation, existing 1A2 key equipment, separate buildings that cabled, installation of new cabling, a building over thirty (30) years old, special paging requests, installation of new cables installation with structured cabling. Failure to perform a Site Survey may result in additional charges to Customer.	need to be
EQUIPMENT RETURNS: Prior to installation, equipment can be returned to AT&T for a period of sixty (60) days after shipment p is in its original condition and repackaged in the original cartons. A Return Material Authorization (RMA) must be obtained from prior to return. The RMA number must appear on each carton. Customer assumes risk of loss in transit. AT&T will bill a 20% refee for such returns.	n AT&T
STANDARD PAYMENT TERMS	
Delivery: 100% of Equipment & Freight	
Acceptance: 100% of Services	
Approved non-standard payment terms:	
SELECTION OF EQUIPMENT SERVICE PLAN:	
AT&T Voice Maintenance Solutions:	
Support Levels:       Technical Support (24x7) with Advanced Hardware Parts Replacement (24x7x4)	
Initial Term: 3 Years From: To: Annual Price: See below  Service Plan Payment Terms (default is annual): Prepay Annual Semi-Annual Quarterly Monthly	
Maintenance coverage will commence upon installation of the system upgrade.	
Year 1: \$40,183.06 - (warranty period of the System Upgrade) Year 2: \$37,384.18 Year 3: \$37,384.18	
Remittance for invoices rendered by AT&T Global Services for Service Pans should be to AT&T Global Services.	
<b>TERMINATION PRICING ADJUSTMENTS:</b> If Customer terminates AT&T Voice Maintenance Service Solutions in whole or in pareduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees thirty (30%).	

the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and third party costs

incurred by AT&T; or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-recoverable and third party costs.

#### Sub-Rider D7 - Statement of Work

#### **PASS Basic Entitlement**

Partner Assurance Support Services (PASS Basic) has been included for all applicable locations for the manufacturer to provide corrective software content to AT&T, such as software patches and updates to correct known software issues or defects on behalf of the Customer.

#### **Equipment Covered Under Maintenance Plan:**

Avaya (Nortel) CS1000M Switch – S/W Release 7.6 – Serial # D19066

Avaya (Nortel) Call Pilot Voice Messaging S/W 5.0 – Dongle ID #10376879 – 20 Channels

Avaya (Nortel) Contact Center Nodal Base System – 21 Contact Center Agents

(03) NT5D12 Dual Port DTI/PRI T-1 Card (10) NT8D14 Universal Trunk Card (01) NT8D16 Digitone Receiver Card (35) NT8D02 Digital Line Card

(08) NT8D09 Analog Message Waiting Line Card
 (01) AA0132895 SEB II Netpath 4 Port Modem

#### **Equipment Not Covered Under Maintenance Plan:**

All ancillary equipment

#### Rider E – Additional Avaya Terms

#### **Avaya Software License and Warranty**

- (a) Avaya Software is subject to (1) the Avaya Global Software License Terms ("Avaya Software License Terms") for heritage Avaya Purchased Equipment or (2) the Avaya Software License Terms for Heritage Nortel Networks Products ("Heritage Nortel Software License Terms"), provided at <a href="http://support.avaya.com/LicenseInfo">http://support.avaya.com/LicenseInfo</a>. Both the Avaya Software License Terms and Heritage Nortel Software License Terms or the Heritage Nortel Software License Terms or the Heritage Nortel Software License Terms as applicable.
- (b) For Avaya Purchased Equipment, including both heritage Avaya and Heritage Nortel products, Avaya Global Product Warranty Policy for End Users ("Avaya Product Warranty") is the applicable pass through Purchased Equipment warranty. Customer shall assent to and comply with the Avaya Product Warranty provided at <a href="http://support.avaya.com/LicenseInfo">http://support.avaya.com/LicenseInfo</a>.



# Orange County Fire Authority AGENDA STAFF REPORT

## Executive Committee Meeting April 28, 2016

Agenda Item No. 3E Consent Calendar

### Award of Contract for Alphanumeric Pagers – Bid SC2108

**Contact(s) for Further Information** 

Michael Schroeder, Assistant Chief michaelschroeder@ocfa.org 714.573.6008

**Support Services** 

Joel Brodowski, I.T. Manager joelbrodowski@ocfa.org 714.573.6421

#### **Summary**

This agenda item is submitted for approval to award a blanket order contract for the purchase and repair of alphanumeric pagers.

#### **Prior Board/Committee Action**

On October 15, 2015, the Executive Committee granted its approval for the Purchasing Manager to renew the blanket order with Leavitt Communications for the repair of non-warranty 900 MHz pagers for one additional year while the testing of the 800 MHz radio unit alert testing is completed.

#### **RECOMMENDED ACTION(S)**

Approve and authorize the Purchasing Manager to award a blanket order to Leavitt Communications for the purchase and repair of Apollo alphanumeric pagers for an amount not to exceed \$39,000 annually for up to three years.

#### **Impact to Cities/County**

Not Applicable.

#### **Fiscal Impact**

Funding is included in the FY 2015-16 Fund 12110 – General Fund CIP Budget.

#### **Background**

#### Leavitt Communications, LLC

900 MHz alphanumeric pagers are a key emergency incident notification tool used by OCFA Operations personnel. A solicitation was issued on September 3, 2015, for the purchase of 100 Apollo pagers (SC2079), due to low stock levels of the pagers. Four bids were received with Leavitt Communications bidding the lowest amount. In January 2016, an additional 100 pagers were requested with the anticipation there would be additional orders in the future. In an effort to maximize potential savings and efficiencies, purchasing staff solicited bids (SC2108) to establish an annual fixed-price contract for both the purchase and repair of the Apollo pagers, while staff continues testing the 800 MHz radio system as a possible replacement to pagers for alerting.

Leavitt Communications was the sole bidder participating in solicitation SC2108. The price offered per pager is \$89.50 (excluding tax) and non-warranty repairs will be billed at \$12 per hour. Although Leavitt Communications was the only participant in this current bid, the pricing offered for the pagers is \$18.50 lower than the closest competitor in the previous Apollo pager solicitation. Additionally, by narrowing the scope of the repairs to be completed, the hourly rate is \$8 per hour less than the rate from the previous repair contract.

Since the bid allows for the option of two additional one year renewals, the aggregate total of the contract will exceed the threshold allowed by the current Roles/Responsibilities/Authorities Matrix. Due to the immediate need and the timing of the solicitation due date, a one-time purchase order (#P0009301) was issued to Leavitt Communications in the amount of \$9,666 for the initial purchase of 100 pagers. Staff is requesting approval from the Executive Committee to award a blanket order to Leavitt Communications, LLC for future pager purchases and repairs in an amount not to exceed \$39,000 annually.

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

None.



# Orange County Fire Authority AGENDA STAFF REPORT

## **Executive Committee Meeting April 28, 2016**

Agenda Item No. 3F Consent Calendar

### Award of Contracts for Off-Site Plan Review Services - RFP RO2101

#### **Contact(s) for Further Information**

Lori Smith, Assistant Chief <u>lorismith@ocfa.org</u> 714.573.6016

Community Risk Reduction Department

Timothy Kerbrat, Deputy Fire Marshal <u>timothykerbrat@ocfa.org</u> 714.573.6101

#### **Summary**

This agenda item is submitted for the approval of a three year blanket order contract for Off-Site Plan Review Services to Hayer Consultants, Dennis Grubb and Associates, and CSG Consultants for an annual aggregate amount not to exceed \$130,000.

#### **Prior Board/Committee Action(s)**

Not Applicable.

#### **RECOMMENDED ACTION(S)**

- 1. Approve and authorize the Fire Chief to sign Professional Service Agreements with Hayer Consultants, Dennis Grubb and Associates, and CSG Consultants for off-site plan review services for an annual amount not to exceed \$130,000 for up to three years.
- 2. Approve and authorize the Purchasing Manager to establish blanket order contracts with the following firms: Hayer Consultants \$50,000, Dennis Grubb and Associates \$50,000 and CSG Consultants \$30,000.
- 3. Additionally, authorize the Purchasing Manager to redistribute or adjust the annual amount between the three vendors as requested by the department so long as the aggregate amount does not exceed \$130,000 annually.

#### **Impact to Cities/County**

Not Applicable.

#### **Fiscal Impact**

Funding is available in the FY 2015-16 Budget

#### **Background**

The OCFA Planning and Development Services Section (P&D) has historically utilized consultants for plan review services to assist with workload when the workload exceeded current full-time staff capacity. Due to significant projected increases in building construction activity this fiscal year, existing staffing levels will be inadequate to keep up with the increase in P&D activity; therefore, it will be necessary to send plans out to consultants for review to prevent lengthy delays in processing these service requests.

#### RFP Preparation and Recommendation for Award

On January 11, 2016, a Request for Proposal (RFP) RO2101 was issued and posted on Planetbids to establish multiple annual contracts for off-site plan review services on an as-needed basis.

Seven firms attended the non-mandatory pre-proposal meeting held on January 21, 2016. Six proposals were received on February 10, 2016, the due date. The proposals were evaluated based on the following weighted criteria as defined in the RFP including: method of approach (30%), qualifications and experience (40%), and pricing (30%). After a thorough evaluation of all proposals, Hayer Consultants, Dennis Grubb & Associates, and CSG Consultants ranked one, two, and three respectively. Hayer Consultants and CSG Consultants were awarded contracts in the previous solicitation process. Dennis Grubb is the Principal and Owner of Dennis Grubb & Associates. Dennis Grubb retired as an Assistant Fire Marshal with OCFA in 2015 after many years of service, and has extended his career as a consultant. While necessary to avoid any conflict in consideration of a contract and to ensure a non-biased outcome, one of our RFP evaluators was new to OCFA and had no knowledge of Dennis Grubb and Associates.

Pursuant to the terms of the RFP, staff requested a best and final offer from the three highest ranked firms. The request for best and final offer resulted in one firm, Dennis Grubb & Associates lowering rates charged to the OCFA.

Based on the results of the RFP, staff is recommending the award of this three year contract for off-site plan review services to Hayer Consultants, Dennis Grubb & Associates, and CSG Consultants for a total annual amount not to exceed \$130,000.

In addition, staff further recommends that the Purchasing Manager be granted the authority to adjust annual amounts awarded to each of the three vendors provided the total annual amount does not exceed \$130,000. Awarding multiple contracts and allowing for redistribution of funds provides the department flexibility of utilizing the vendor that offers immediate availability to perform the requested services.

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

- 1. Summary of Proposals and Evaluation Results
- 2. Professional Services Agreements on file with the Clerk of the Authority

## ORANGE COUNTY FIRE AUTHORITY RO2101 Off-Site Plan Review Services

*OCFA Cost Proposal	Haye	r Consu \$5,345	Itants	Bur	eau Ver \$8.552		CSG	Consul \$7,483	tants		nnis Grub Associate: \$6,493		Interv	est Cons Group \$8.034	ulting	JSB	Fire Prote	ection
Evaluators	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3
Method of Approach (30)	30	30	27	30	30	27	30	30	27	30	30	27	30	30	27	30	30	27
Qualifications and Experience (40)	40	40	32	36	36	24	40	40	36	40	40	32	28	32	24	36	36	28
Cost (30)	30.00	30.00	30.00	18.75	18.75	18.75	21.43	21.43	21.43	24.70	24.70	24.70	19.96	19.96	19.96	21.43	21.43	21.43
Sum of Proposal Ratings Ranking	100.00 <b>1</b>	100.00 <b>1</b>	89.00 <b>1</b>	84.75 <b>5</b>	84.75 <b>5</b>	69.75 <b>6</b>	91.43 <b>3</b>	91.43 <b>3</b>	84.43 <b>2</b>	94.70 <b>2</b>	94.70 <b>2</b>	83.70 <b>3</b>	77.96 <b>6</b>	81.96 <b>6</b>	70.96 <b>5</b>	87.43 <b>4</b>	87.43 <b>4</b>	76.43 <b>4</b>
Written Sum of Ranking		3			16			8			7			17			12	

	Hayer Consultants	Dennis Grubb & Associates	CSG Consultants
*BAFO Cost Proposal	\$5,345	\$5,345	\$7,483

<sup>\*</sup>Amount shown is based on vendor providing one plan review of each submitted plan type as listed in the RFP Offer Page.



# Orange County Fire Authority AGENDA STAFF REPORT

## **Executive Committee Meeting April 28, 2016**

Agenda Item No. 3G Consent Calendar

# Approval of Job Title Change from Wildland Fire Defense Planner to Wildland Resource Planner

#### **Contact(s) for Further Information**

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

Organizational Planning Department

Brian Norton, Battalion Chief <u>briannorton@ocfa.org</u> 714.573.6171

Community Risk Reduction Department

#### **Summary**

This item is submitted to request approval of a job title change from Wildland *Fire Defense* Planner to Wildland *Resource* Planner. No additional duties have been added to the essential functions.

#### **Prior Board/Committee Action(s)**

No committee action required or requested.

#### **RECOMMENDED ACTION(S)**

Adopt the recommended job title change from Wildland *Fire Defense* Planner to Wildland *Resource* Planner.

#### **Impact to Cities/County**

Not Applicable.

#### **Fiscal Impact**

Not Applicable.

#### **Background**

The Wildland Fire Defense Planner was reassigned from the Operations Department to the Community Risk Reduction Department's Pre-Fire Management Section approximately 10 years ago. The purpose of the title change is to better describe the duties of the position to include resource management, as well as defense planning strategies. While the essential duties have not markedly changed there is a resource supervision component that better fits the pre-fire mission. The Orange County Employees Association supports the proposed job title change. No additional duties have been added to the essential functions.

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

Class Specifications Redlined

## ORANGE COUNTY FIRE AUTHORITY

### CLASS SPECIFICATION'S

### JOB TITLE: Wildland Fire Defense Resource Planner

REPORTS TO: Fire Battalion Chief – Emergency Planning and Coordination Pre Fire Management

FLSA: Non-Exempt

SUPERVISES: GIS Specialist Varies

CLASS CODE: 1510

<u>DEPARTMENT: Operations Community Risk Reduction</u>

#### CLASS SUMMARY:

Incumbents are responsible for performing professional level project and/or program management activities related to ensuring fire prevention measures such as fire service infrastructure and wild land defense. Additionally, the incumbent is expected, when called upon, to respond to vegetation fires to provide assistance as a technical specialist.

#### DISTINGUISHING CHARACTERISTICS:

The Wildland Fire Defense Resource Planner is a stand-alone classification. The Wildland Fire Defense Resource Planner is distinguished from other classifications by its responsibility for planning, implementing, and coordinating vegetation management programs.

<u>ESSENTIAL FUNCTIONS:</u> (These duties are intended to be representative sample of the duties performed by the class.)

Supervises employees to include: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained; and making hiring, termination and disciplinary recommendations.

Coordinates program priorities and external requests for assistance.

Reviews and analyzes potential projects, which includes: determining environmental impacts; determining cost effectiveness of projects; analyzing the potential impact on cooperative and neighboring areas; and, reviewing other related issues.

Develops project plans that outline project benefits, plan development recommendations, type of plan, desired outcomes, impacts to OCFA and other agencies, environmental impacts, and any other pertinent information.

Serves as a liaison with partner agencies.

Implements plans and projects, which includes: prioritizing projects, determining project locations, determining project feasibility, determining resources, and determining other related items.

Performs other duties of a similar nature or level.



## ORANGE COUNTY FIRE AUTHORITY

### CLASS SPECIFICATION'S

## JOB TITLE: Wildland Fire Defense Resource Planner

#### MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE (position requirements at entry):

Bachelor's Degree in Fire Science, Forestry, or a related field, and two years of directly related project/program management experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

LICENSES AND CERTIFICATIONS (position requirements at entry):

Valid California Driver's License.

KNOWLEDGE (position requirements at entry):

Knowledge of:

- · Wildland fuel modification practices;
- Environmental and ecosystem procedures;
- Fire weather and fire behavior;
- Characteristics of wildland vegetation fuel hazards.

#### SKILLS (position requirements at entry):

#### Skill in:

- Prioritizing and assigning work;
- Using a computer and applicable software applications;
- Managing programs and/or projects;
- Developing project plans;
- Implementing plans and projects;
- Reviewing and analyzing projects;
- Identifying and developing projects;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

#### PHYSICAL REQUIREMENTS:

Positions in this class typically require: climbing, stooping, crawling, reaching, standing, walking, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.



## ORANGE COUNTY FIRE AUTHORITY

### CLASS SPECIFICATION'S

## JOB TITLE: Wildland Fire Defense Resource Planner

### **WORKING CONDITIONS:**

Incumbents may be subjected to fumes, odors, dusts, gases, chemicals, extreme temperatures, inadequate lighting, work space restrictions, and travel.

#### NOTE:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

Classification History:				
Draft prepared by Fox Lawson and Associates LLC (LM), Date: 9/01				
Final prepared by OCFA, Date: 03-02				
Human Resources Director Review:				
Zenovy Jakymiw	Date:			
zenovy bakynnw	Date			
Adopted by Board of Directors: 03-02				