



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, June 23, 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 <http://www.ocfa.org>

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



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

CALL TO ORDER

INVOCATION by OCFA Chaplain Bob George

PLEDGE OF ALLEGIANCE by Director Spitzer

ROLL CALL

1. PRESENTATIONS

No items.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

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

REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

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

PUBLIC COMMENTS

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

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

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

2. MINUTES

A. Minutes from the May 26, 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

Recommended Action:

Receive and file the reports.

B. Award of Bid JA2088 Purchase of One Type 6 Brush Patrol Vehicle and Five Paramedic Squads

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

Recommended Actions:

1. Approve and authorize the Purchasing Manager to issue a purchase order to Boise Mobile Equipment Inc., for the purchase of one Type 6 Brush Patrol Vehicle and five Paramedic Squads in an amount not-to-exceed \$1,203,215 (includes tax).
2. Authorize the Purchasing Manager to utilize this contract to purchase up to three future budgeted Paramedic Squads during FY 2016/17 upon mutual agreement of OCFA and Boise Mobile Equipment Inc., with pricing escalation limited to Producers Price Index (PPI) for Heavy Duty Truck Manufacturers or three percent increase whichever is less.

C. Award of RFP #JA2059 Pre-employment Background Investigative Services

Submitted by: Brian Young, Interim Director/Human Resources Department

Recommended Actions:

1. Approve and authorize the Fire Chief to sign two Professional Services Agreements for pre-employment background investigation services; one with RCS Investigations and Consulting, LLC (RCS Investigations), and the other with Sintra Group for an initial one-year term in an initial amount of \$125,000 to be paid as services are provided.
2. Authorize the Purchasing Manager to redistribute or adjust the funding between the two firms as requested by the department so long as the aggregate amount does not exceed \$250,000 in a one-year period.
3. Approve and authorize the Purchasing Manager to extend each of the contracts for up to two additional one-year extensions without further Board approval so long as the aggregate amount of the two contracts does not exceed \$250,000 in any one-year period, the contract services are still required, and the contract performance meets expectations.

D. Sole Source Contract for Computer Analytical Software

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

Recommended Actions:

1. Approve and authorize the Purchasing Manager to issue a purchase order to Deccan International (Deccan) for the sole source purchase of a software enhancement to the current Deccan CAD Analyst in the amount of \$17,500.
2. Approve and authorize the Purchasing Manager increase blanket order B01147-7 for Deccan CAD Analyst and ADAM software maintenance by \$3,500 (increase BO from \$48,750 to \$52,250) for maintenance costs for the additional software.
3. Approve and authorize the Purchasing Manager to renew the Deccan sole source blanket order for CAD Analyst/ADAM annual software maintenance services annually as shown in the attachment.

E. Annual Renewal of Aviation Insurance

Submitted by: Brian Young, Interim Director/Human Resources Department

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to bind the Aviation Insurance Program coverage with AIG for the policy period June 30, 2016, to June 30, 2017, with a premium amount of \$141,524.

F. Annual Renewal of California State Association of Counties Excess Insurance Authority Workers' Compensation Excess Insurance

Submitted by: Brian Young, Interim Director/Human Resources Department

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to bind workers' compensation excess insurance coverage with the California State Association of Counties Excess Insurance Authority for the policy period July 1, 2016, to July 1, 2017, with a premium of \$305,381.

G. Annual Renewal of Fire Agencies Insurance Risk Authority General Liability Insurance

Submitted by: Brian Young, Interim Director/Human Resources Department

Recommended Action:

Approve and authorize the Fire Chief, or his designee, to approve renewal of the General Liability Program coverage with Fire Agencies Insurance Risk Authority for the policy period July 1, 2016, to July 1, 2017, with a premium amount of \$794,451.

H. Legislative Update

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

Recommended Actions:

1. Adopt an oppose position on AB 651, and adopt support positions on AB 898, AB 1680, and AB 2164.
2. Direct staff to send position letters and/or OCFA's lobbyists to provide testimony as appropriate.

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, July 28, 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 16th day of June 2016.

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

UPCOMING MEETINGS:

Human Resources Committee Meeting	Tuesday, July 5, 2016, 12:00 noon
Budget and Finance Committee Meeting	Wednesday, July 13, 2016, 12:00 noon
Claims Settlement Committee Meeting	Thursday, July 28, 2016, 5:00 p.m.
Executive Committee Meeting	Thursday, July 28, 2016, 5:30 p.m.
Board of Directors Meeting	Thursday, July 28, 2016, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Executive Committee Regular Meeting
Thursday, May 26, 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 May 26, 2016.

INVOCATION

Chaplain Harry Robinson offered the invocation.

PLEDGE OF ALLEGIANCE

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

Chair Hernandez acknowledged the passing of OCFA Director Jerry McCloskey and noted a tribute in his honor would be provided during this evening's Board meeting.

ROLL CALL

Present: Carol Gamble, Rancho Santa Margarita
Gene Hernandez, Yorba Linda
Jeffrey Lalloway, Irvine
Joseph Muller, Dana Point (Alternate)
Al Murray, Tustin
David Shawver, Stanton
Elizabeth Swift, Buena Park
Todd Spitzer, County of Orange

Absent: Noel Hatch, Laguna Woods

Also present were:

Fire Chief Jeff Bowman
Assistant Chief Lori Zeller
Assistant Chief Lori Smith
Clerk of the Authority Sherry Wentz

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

1. PRESENTATIONS

No items.

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

Budget and Finance Committee Vice Chair Swift reported at the May 11, 2016, meeting, the Committee received and filed the following reports: Rosenow Spevacek Group, Inc. - Final Property Tax Revenue Projections and the Financial Audit Discussion with Lance, Soll and Lunghard. The Committee reviewed and voted unanimously to send the Monthly Investment Reports and the 3rd Quarter Financial Newsletter to the Executive Committee for its approval, and send the Review of the Fiscal Year 2016/17 Proposed Budget, and the Fiscal Year 2014/15 Backfill/Overtime and Calendar Year 2015 Total Earnings/Compensation Analysis to the Board of Directors for its approval.

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

Human Resources Committee Chair Shawver reported at the May 3, 2016, meeting, the Committee received and filed the EthicsPoint Hotline Annual Report. The Committee reviewed and voted unanimously to send the consideration of the Award of RFP #JA2059 for Pre-employment and Internal Affairs Investigative Services to the Executive Committee for its approval and Coverage of Volunteers under the OCFA Self-Insured Workers' Compensation Program to the Board of Directors for its approval. The Committee also received an update on recruitments for sworn and non-sworn personnel and status reports for Academies 42 and 43.

PUBLIC COMMENTS (F: 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 April 28, 2016, Regular Executive Committee Meeting (F: 12.02A2)

On motion of Director Shawver and second by Vice Chair Swift, the Executive Committee voted unanimously by those present to approve the April 28, 2016, Regular Executive Committee Minutes as submitted.

Directors Gamble, Lalloway, Murray, and Spitzer were recorded as abstentions, due to their absence from the meeting.

3. CONSENT CALENDAR

A. Monthly Investment Reports (F: 11.10D2)

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

B. Third Quarter Financial Newsletter (F: 15.07)

On motion of Director Murray and second by Director Spitzer, the Executive Committee voted unanimously by those present to receive and file the report as submitted.

4. DISCUSSION CALENDAR

A. Award of RFP #JA2059 for Pre-employment and Internal Affairs Investigative Services (F: 17.25)

Assistant Chief Brian Young presented an overview of the Award of RFP #JA2059 for Pre-employment and Internal Affairs Investigative Services.

Director Spitzer inquired to the terms of the contract, and the selection process of the legal services.

A lengthy discussion ensued.

On motion of Director Gamble and second by Director Spitzer, the Executive Committee voted unanimously by those present to reschedule this item for consideration at a future Executive Committee meeting in order to allow staff to provide additional information concerning legal services associated with internal affairs investigations along with a policy concerning the Professional Standards Unit Program.

COMMITTEE MEMBER COMMENTS (F: 12.02A4)

The Committee Members offered no comments.

CLOSED SESSION

No items.

ADJOURNMENT – Chair Hernandez adjourned the meeting at 6:09 p.m. in memory of Director McCloskey who passed away on May 24, 2016. The next regular meeting of the Executive Committee is scheduled for Thursday, June 23, 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
June 23, 2016

Agenda Item No. 3A
Consent Calendar

Monthly Investment Reports

Contact(s) for Further Information

Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
Jane Wong, Assistant Treasurer	jane Wong@ocfa.org	714.573.6305

Summary

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

Prior Board/Committee Action

Since the June 8, 2015, meeting of the Budget and Finance Committee was cancelled, no prior committee action was taken on this item; however, this staff report was forwarded to members of the Budget and Finance Committee for review.

RECOMMENDED ACTION(S)

Receive and file the reports.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

Attached is the final monthly investment report for the month ended April 30, 2016. A preliminary investment report as of May 20, 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 – April 2016/Preliminary Report – May 2016

Orange County Fire Authority Monthly Investment Report



Final Report – April 2016

Preliminary Report – May 2016



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Orange County Fire Authority

Final Investment Report

April 30, 2016



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of April 2016, the size of the portfolio increased significantly by \$57.7 million to \$228.6 million. Significant receipts for the month included the sixth apportionment of secured property taxes in the amount of \$69.9 million and various contract and grant payments, charges for current services and a returned JEAP (Jurisdictional Equity Adjustment Payments) payment totaling \$7.1 million. Significant disbursements for the month included primarily two biweekly payrolls, which were approximately \$9.7 million each with related benefits. Total April cash outflows for operating expenditures amounted to approximately \$21.0 million. The portfolio's balance is expected to decrease in the following month as there are no major receipts scheduled for May.

In April, the portfolio's yield to maturity (365-day equivalent) declined by 5 basis points to 0.56%. The effective rate of return, on the other hand, remained unchanged at 0.60% for the month, but edged up by 1 basis point to 0.44% for the fiscal year-to-date. The average maturity of the portfolio shortened by 13 days to 186 days to maturity.

Economic News

U.S. economic activity stayed moderate and mixed in April 2016. Employment conditions pulled back slightly; there were a total of 160,000 new jobs created in April, a weaker number than expected for the month. The unemployment rate, on the other hand, stayed unchanged at 5.0%. Retail sales increased significantly and were much stronger than expected despite a slight decline in consumer confidence. The non-manufacturing sector expanded further while the manufacturing sector retreated slightly in April. The CPI (Consumer Price Index) climbed noticeably for the month due to higher energy prices. Housing activity was strong for the month; new home sales jumped to the highest level since January 2008 and existing home sales also increased. Industrial production picked up after two months of declining activity. Per the Federal Open Market Committee's April meeting minutes, which were released on May 18, 2016, the Committee discussed the possibility of raising interest rates at its upcoming meeting in June depending on incoming economic data.



BENCHMARK COMPARISON AS OF APRIL 30, 2016

3 Month T-Bill: 0.23%

1 Year T-Bill: 0.56%

6 Month T-Bill: 0.37%

LAIF: 0.53%

OCFA Portfolio: 0.60%

PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$228,589,030	\$170,899,245	\$212,936,310
Yield to Maturity (365 day)	0.56%	0.61%	0.28%
Effective Rate of Return	0.60%	0.60%	0.29%
Days to Maturity	186	199	125



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
April 30, 2016

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

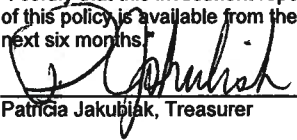
(See Note 1 on page 9)

(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	18,660,356.48	18,660,356.48	18,660,356.48	8.19	1	1	0.001	0.001
Federal Agency Coupon Securities	52,000,000.00	52,036,880.00	52,008,145.39	22.84	976	707	1.060	1.074
Federal Agency Disc. -Amortizing	83,000,000.00	82,958,290.00	82,953,571.25	36.42	122	58	0.398	0.404
Treasury Coupon Securities	10,000,000.00	10,020,000.00	10,015,931.69	4.40	195	60	0.523	0.530
Local Agency Investment Funds	64,108,240.28	64,122,412.05	64,108,240.28	28.15	1	1	0.518	0.525
Investments	227,768,596.76	227,797,938.53	227,746,245.09	100.00%	276	186	0.556	0.564
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	834,604.52	834,604.52	834,604.52		1	1	0.000	0.000
Accrued Interest at Purchase		27,616.67	27,616.67					
Subtotal		862,221.19	862,221.19					
Total Cash and Investments	228,603,201.28	228,660,159.72	228,608,466.28		276	186	0.556	0.564

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	92,108.17	633,022.84
Average Daily Balance	186,817,222.95	171,048,754.32
Effective Rate of Return	0.60%	0.44%

"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, 2016. 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

5/6/16

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)

\$ 228,608,466.28

GASB 31 Adjustment to Books (See Note 3 on page 9)

\$ (19,436.11)

Total

\$ 228,589,030.17

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
April 30, 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 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			18,660,356.48	18,660,356.48	18,660,356.48	0.001	0.001	1	
Subtotal and Average			12,624,544.11		18,660,356.48	18,660,356.48	18,660,356.48		0.001	1	
Federal Agency Coupon Securities											
3133EEA75	861	Federal Farm Credit Bank		04/23/2015	9,000,000.00	8,995,680.00	9,000,000.00	0.990	0.998	631	01/22/2018
3133EFJP3	869	Federal Farm Credit Bank		10/15/2015	10,000,000.00	10,000,000.00	10,000,000.00	1.100	1.054	897	10/15/2018
3133EFAZ0	889	Federal Farm Credit Bank		04/21/2016	8,000,000.00	8,008,160.00	8,012,814.81	1.280	1.206	868	09/06/2018
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	9,028,820.00	9,000,000.00	1.100	1.065	691	03/23/2018
3134G84A4	878	Fed Home Loan Mtg Corp		12/18/2015	10,000,000.00	10,000,100.00	9,985,340.58	1.250	1.315	845	08/24/2018
3130A67K7	884	Fed Home Loan Bank		04/20/2016	6,000,000.00	6,006,120.00	6,006,990.00	1.270	0.662	101	08/10/2018
Subtotal and Average			42,880,025.45		52,000,000.00	52,036,880.00	52,008,146.39		1.074	707	
Federal Agency Disc. -Amortizing											
313396WM1	880	Freddie Mac		12/18/2015	9,000,000.00	8,999,730.00	8,999,375.00	0.500	0.515	5	05/06/2016
313396XB4	881	Freddie Mac		12/18/2015	9,000,000.00	8,998,920.00	8,997,577.50	0.510	0.525	19	05/20/2016
313396XR9	882	Freddie Mac		12/18/2015	9,000,000.00	8,997,750.00	8,995,710.00	0.520	0.536	33	06/03/2016
313396YF4	883	Freddie Mac		12/18/2015	9,000,000.00	8,998,760.00	8,993,831.25	0.525	0.541	47	06/17/2016
313396G98	888	Freddie Mac		04/21/2016	9,000,000.00	8,988,320.00	8,987,675.00	0.340	0.350	145	09/23/2016
313384YU7	885	Fed Home Loan Bank		04/21/2016	20,000,000.00	19,990,600.00	19,990,500.00	0.285	0.293	60	06/30/2016
313384YV5	886	Fed Home Loan Bank		04/21/2016	9,000,000.00	8,995,230.00	8,995,577.50	0.290	0.298	61	07/01/2016
313384ZZ5	887	Fed Home Loan Bank		04/21/2016	9,000,000.00	8,992,980.00	8,993,325.00	0.300	0.309	89	07/29/2016
Subtotal and Average			57,233,643.96		83,000,000.00	82,958,290.00	82,963,671.25		0.404	58	
Treasury Coupon Securities											
91282QR4	877	Treasury Note		12/18/2015	10,000,000.00	10,020,000.00	10,015,931.69	1.500	0.530	60	06/30/2016
Subtotal and Average			10,019,781.85		10,000,000.00	10,020,000.00	10,016,931.69		0.530	60	
Local Agency Investment Funds											
SYS336	336	Local Agency Investmt Fund			64,108,240.28	64,122,412.05	64,108,240.28	0.525	0.525	1	
Subtotal and Average			64,079,327.68		64,108,240.28	64,122,412.05	64,108,240.28		0.525	1	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
April 30, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Total and Average			186,817,222.95		227,768,596.76	227,797,938.53	227,746,245.09		0.564	186

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
April 30, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2015	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2015	814,604.52	814,604.52	814,604.52		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		27,616.67	27,616.67			1
				Subtotal		862,221.19	862,221.19			
Total Cash and Investments			186,817,222.95		228,603,201.28	228,660,159.72	228,608,466.28		0.564	186



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of May 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	(05/01/2016 - 05/01/2016)	4 Maturities	0 Payments	83,603,201.28	36.57%	83,603,201.28	83,617,373.05
Aging Interval: 1 - 30 days	(05/02/2016 - 05/31/2016)	2 Maturities	0 Payments	18,000,000.00	7.87%	17,996,952.50	17,998,650.00
Aging Interval: 31 - 60 days	(06/01/2016 - 06/30/2016)	4 Maturities	0 Payments	48,000,000.00	21.00%	47,995,972.94	48,005,110.00
Aging Interval: 61 - 91 days	(07/01/2016 - 07/31/2016)	2 Maturities	0 Payments	18,000,000.00	7.87%	17,988,902.50	17,988,210.00
Aging Interval: 92 - 121 days	(08/01/2016 - 08/30/2016)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	(08/31/2016 - 09/30/2016)	1 Maturities	0 Payments	9,000,000.00	3.93%	8,987,675.00	8,988,320.00
Aging Interval: 153 - 183 days	(10/01/2016 - 10/31/2016)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(11/01/2016 - 01/30/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(01/31/2017 - 05/01/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	(05/02/2017 - 05/01/2019)	6 Maturities	0 Payments	52,000,000.00	22.75%	52,008,145.39	52,036,880.00
Aging Interval: 1096 days and after	(05/02/2019 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		19 Investments	0 Payments		100.00	228,580,849.61	228,632,543.05



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



Local Agency Investment Fund (LAIF)

As of April 30, 2016, OCFA has \$64,108,240 invested in LAIF. The fair value of OCFA's LAIF investment is calculated using a participant fair value factor provided by LAIF on a quarterly basis. The fair value factor as of March 31, 2016 is 1.00022106. When applied to OCFA's LAIF investment, the fair value is \$64,122,412 or \$14,172 above cost. Although the fair value of the LAIF investment is higher than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at April 30, 2016 is included on the following page.



State of California

Pooled Money Investment Account

Market Valuation

4/30/2016

Carrying Cost Plus			
Description	Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	\$ 11,907,869,977.76	\$ 11,932,906,000.00	NA
Notes	\$ 21,696,459,844.51	\$ 21,709,930,000.00	\$ 31,869,590.00
Federal Agency:			
SBA	\$ 698,276,212.42	\$ 690,463,338.36	\$ 887,126.71
MBS-REMICs	\$ 64,576,122.35	\$ 68,590,036.25	\$ 306,084.57
Debentures	\$ 1,155,003,053.62	\$ 1,155,532,850.00	\$ 1,225,735.15
Debentures FR	\$ -	\$ -	\$ -
Discount Notes	\$ 6,834,377,652.68	\$ 6,842,204,500.00	NA
GNMA	\$ -	\$ -	\$ -
Supranational Debentures	\$ 599,986,669.79	\$ 600,327,000.00	\$ 437,778.00
CDs and YCDs FR	\$ 400,000,000.00	\$ 400,000,000.00	\$ 426,358.89
Bank Notes	\$ 300,000,000.00	\$ 299,929,147.60	\$ 54,333.34
CDs and YCDs	\$ 12,000,003,344.94	\$ 11,999,343,705.75	\$ 11,656,874.99
Commercial Paper	\$ 5,740,814,624.98	\$ 5,744,978,152.72	NA
Corporate:			
Bonds FR	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -
Repurchase Agreements	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -
Time Deposits	\$ 5,695,940,000.00	\$ 5,695,940,000.00	NA
AB 55 & GF Loans	\$ 442,552,000.00	\$ 442,552,000.00	NA
TOTAL	\$ 67,535,859,503.05	\$ 67,582,696,730.68	\$ 46,863,881.65

Fair Value Including Accrued Interest \$ 67,629,560,612.33

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



Orange County Fire Authority

Preliminary Investment Report

May 20, 2016



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
May 20, 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/C 365 Equiv.
Money Mkt Mutual Funds/Cash	15,255,452.49	15,255,452.49	15,255,452.49	7.08	1	1	0.001	0.001
Federal Agency Coupon Securities	52,000,000.00	51,978,270.00	52,004,428.81	24.15	976	687	1.060	1.074
Federal Agency Disc. -Amortizing	74,000,000.00	73,965,830.00	73,965,810.42	34.35	109	51	0.357	0.362
Treasury Coupon Securities	10,000,000.00	10,013,200.00	10,010,621.13	4.65	195	40	0.523	0.530
Local Agency Investment Funds	64,108,240.28	64,122,412.05	64,108,240.28	29.77	1	1	0.518	0.525
	215,363,692.77	215,335,164.54	215,344,553.13	100.00%	283	186	0.557	0.565
Investments								
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	477,089.42	477,089.42	477,089.42		1	1	0.000	0.000
Accrued Interest at Purchase		27,616.67	27,616.67					
Subtotal		504,706.09	504,706.09					
Total Cash and Investments	215,840,782.19	215,839,870.63	215,849,259.22		283	186	0.557	0.565

Total Earnings	May 20 Month Ending	Fiscal Year To Date
Current Year	67,813.12	700,835.96
Average Daily Balance	224,434,955.52	174,334,059.01
Effective Rate of Return	0.55%	0.45%

"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, 2016. 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

5/27/16

Cash and Investments with GASB 31 Adjustment:

Book Value of Cash & Investments before GASB 31 (Above)

\$ 215,849,259.22

GASB 31 Adjustment to Books (See Note 3 on page 18)

\$ (19,436.11)

Total

\$ 215,829,823.11

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
May 20, 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 365	Days to Maturity	Maturity Date
Money Mkt Mutual Funds/Cash											
SYS528	528	Federated Treasury Obligations			15,255,452.49	15,255,452.49	15,255,452.49	0.001	0.001	1	
Subtotal and Average			18,498,922.90		18,255,452.49	18,255,452.49	18,255,452.49		0.001	1	
Federal Agency Coupon Securities											
3133EEA75	881	Federal Farm Credit Bank		04/23/2015	9,000,000.00	8,978,850.00	9,000,000.00	0.990	0.998	611	01/22/2018
3133EFJP3	889	Federal Farm Credit Bank		Callable anytime 10/15/2015	10,000,000.00	9,984,500.00	10,000,000.00	1.100	1.054	877	10/15/2018
3133EFAZ0	889	Federal Farm Credit Bank		Callable 9-6-16 04/21/2016	8,000,000.00	8,004,160.00	8,010,764.44	1.280	1.206	838	09/08/2018
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	9,007,200.00	9,000,000.00	1.100	1.065	671	03/23/2018
3134G84A4	878	Fed Home Loan Mtg Corp		Callable 5-24-16 12/18/2015	10,000,000.00	10,000,200.00	9,985,692.55	1.250	1.315	825	08/24/2018
3130A67K7	884	Fed Home Loan Bank		(Callable 8-10-16) 04/20/2016	6,000,000.00	6,003,360.00	6,007,971.82	1.270	0.662	81	08/10/2018
Subtotal and Average			52,006,194.19		52,000,000.00	51,978,270.00	52,004,428.81		1.074	687	
Federal Agency Disc. -Amortizing											
313396XR9	882	Freddie Mac		12/18/2015	9,000,000.00	8,998,190.00	8,998,310.00	0.520	0.536	13	08/03/2016
313396YF4	883	Freddie Mac		12/18/2015	9,000,000.00	8,988,290.00	8,996,456.25	0.525	0.541	27	08/17/2016
313396G98	888	Freddie Mac		04/21/2016	9,000,000.00	8,987,310.00	8,989,375.00	0.340	0.350	125	08/23/2016
313384YU7	885	Fed Home Loan Bank		04/21/2016	20,000,000.00	19,994,000.00	19,993,666.67	0.285	0.293	40	06/30/2016
313384YV5	886	Fed Home Loan Bank		04/21/2016	9,000,000.00	8,986,850.00	8,987,027.50	0.290	0.298	41	07/01/2016
313384ZZ5	887	Fed Home Loan Bank		04/21/2016	9,000,000.00	8,994,510.00	8,994,825.00	0.300	0.309	69	07/29/2016
313384ZK8	880	Fed Home Loan Bank		05/12/2016	9,000,000.00	8,995,680.00	8,996,150.00	0.280	0.288	55	07/15/2016
Subtotal and Average			79,810,484.50		74,000,000.00	73,965,830.00	73,965,810.42		0.362	51	
Treasury Coupon Securities											
912828QR4	877	Treasury Note		12/18/2015	10,000,000.00	10,013,200.00	10,010,621.13	1.500	0.530	40	08/30/2016
Subtotal and Average			10,013,143.68		10,000,000.00	10,013,200.00	10,010,621.13		0.530	40	
Local Agency Investment Funds											
SYS336	336	Local Agency Investmt Fund			64,108,240.28	64,122,412.05	64,108,240.28	0.525	0.525	1	
Subtotal and Average			64,108,240.28		64,108,240.28	64,122,412.05	64,108,240.28		0.525	1	
Total and Average			224,434,955.52		216,363,692.77	216,335,164.54	216,344,553.13		0.565	188	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
May 20, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
Money Mkt Mutual Funds/Cash										
SYS10033	10033	Revolving Fund		07/01/2015	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2015	457,089.42	457,089.42	457,089.42		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		27,616.67	27,616.67			1
				Subtotal		504,706.09	504,706.09			
Total Cash and Investments			224,434,955.52		215,840,782.19	215,839,870.63	215,849,259.22		0.565	186

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of May 21, 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	(05/21/2016 - 05/21/2016)	4 Maturities	0 Payments	79,840,782.19	36.99%	79,840,782.19	79,854,953.96
Aging Interval: 1 - 30 days	(05/22/2016 - 06/20/2016)	2 Maturities	0 Payments	18,000,000.00	8.34%	17,994,766.25	17,997,480.00
Aging Interval: 31 - 60 days	(06/21/2016 - 07/20/2016)	4 Maturities	0 Payments	48,000,000.00	22.24%	47,997,465.30	47,999,730.00
Aging Interval: 61 - 91 days	(07/21/2016 - 08/20/2016)	1 Maturities	0 Payments	9,000,000.00	4.17%	8,994,825.00	8,994,510.00
Aging Interval: 92 - 121 days	(08/21/2016 - 09/19/2016)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 122 - 152 days	(09/20/2016 - 10/20/2016)	1 Maturities	0 Payments	9,000,000.00	4.17%	8,989,375.00	8,987,310.00
Aging Interval: 153 - 183 days	(10/21/2016 - 11/20/2016)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 184 - 274 days	(11/21/2016 - 02/19/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 275 - 365 days	(02/20/2017 - 05/21/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval: 366 - 1095 days	(05/22/2017 - 05/21/2019)	6 Maturities	0 Payments	52,000,000.00	24.10%	52,004,428.81	51,978,270.00
Aging Interval: 1096 days and after	(05/22/2019 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		18 Investments	0 Payments		100.00	215,821,642.55	215,812,253.96



NOTES TO PORTFOLIO MANAGEMENT REPORT

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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 institutions 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 exceed 1/4 of a percent of the earnings.

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 23, 2016

Agenda Item No. 3B
Consent Calendar

Award of Bid JA2088
Purchase of One Type 6 Brush Patrol Vehicle and Five Paramedic Squads

Contact(s) for Further Information

Mike Schroeder, Assistant Chief Support Services Department	michaelschroeder@ocfa.org	714.573.6008
Rick Oborny, Fleet Services Manager	rickoborny@ocfa.org	714.573.6651

Summary

This agenda item is submitted for approval to purchase one Type 6 Brush Patrol Vehicle and five Paramedic Squads from Boise Mobile Equipment Inc. (BME), the number one ranked firm in the Request for Proposal (RFP) process. In addition, staff is requesting approval for the Purchasing Manager to authorize the purchase of up to three additional Paramedic Squad vehicles from this contract during FY 2016/17.

Prior Board/Committee Action(s)

No committee action required or requested.

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to issue a purchase order to Boise Mobile Equipment Inc., for the purchase of one Type 6 Brush Patrol Vehicle and five Paramedic Squads in an amount not-to-exceed \$1,203,215 (includes tax).
2. Authorize the Purchasing Manager to utilize this contract to purchase up to three future budgeted Paramedic Squads during FY 2016/17 upon mutual agreement of OCFA and Boise Mobile Equipment Inc., with pricing escalation limited to Producers Price Index (PPI) for Heavy Duty Truck Manufacturers or three percent increase whichever is less.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the FY 2015/16 Fire Apparatus Fund (133) budget, and will be rebudgeted to FY 2016/17 if a purchase order is not issued by Fiscal Year close. Funding for the future budgeted Paramedic Squads is included in the FY 2016/17 Fund 133 budget.

Background

Each year, the Fleet Services Manager reviews the vehicles identified for replacement in the OCFA's vehicle replacement plan. This evaluation considers the vehicle's current age, mileage, and repair history. Based on the review, five Paramedic Squad Vehicles were approved for replacement and one Type 6 Brush Patrol Vehicle was approved to be added and budgeted in the FY 2015/16 budget.

Once the vehicles are replaced with new vehicles they will be rotated into relief status for approximately five to seven years. When the new paramedic squads are ready to be placed into service the units being replaced will have an average mileage of approximately 110,000 miles.

The type 6 patrol will be assigned to Fire Station 15 in Silverado Canyon. This four wheel drive unit is considerably smaller than a traditional fire engine and provides greater access to our narrow and/or off road areas in the canyon. This apparatus change occurred as a result of operations input and was born out of the Fire Chief's objective of conducting an assessment of all field operations.

RFP Preparation and Recommendation for Award

On October 8, 2015, RFP number JA2088 was issued. A non-mandatory pre-proposal meeting was held on October 28, 2015, and representatives from eight companies attended. Final proposals were due on December 1, 2015, and three proposals were received. The three proposals were evaluated based on the following weighted criteria as defined in the RFP: method of approach (5%), experience & references (15%), ability to meet specifications (40%), and pricing (40%). After a thorough evaluation of all proposals and interviews with all three companies, BME's proposal was ranked number one overall.

Pursuant to the terms of the RFP, staff requested a best and final offer from the highest ranked respondent, BME. The request for best and final offer resulted in a savings of \$8,500. This savings was due to a reduction in proposed transportation/delivery costs by \$3,100 and elimination of \$5,400 in pre-construction/inspection costs as a result of both the Paramedic Squads and Type 6 Brush Patrol vehicle being awarded to the same vendor, which allows the pre-construction/inspection trips for each vehicle type to be combined and completed at the same time. Even though BME is currently located in Boise, Idaho, the firm has obtained a temporary license issued by the California Department of Motor Vehicles (DMV) to ensure they meet the requirements of the California Motor Vehicle Code necessary to do business in California. The delivery date for all six new vehicles is estimated at 120-150 days after award of contract.

In addition to the initial request for one Type 6 Brush Patrol vehicle and five Paramedic Squads, the RFP also included language for the option of the OCFA to extend the contract for the future purchase of three additional Paramedic Squads. The three additional Paramedic Squad vehicles are budgeted for replacement in FY 2016/17. The advantages of authorizing additional purchases from this contract include savings of staff time necessary for bidding, fleet standardization, and the ability to better plan and coordinate unit order/delivery dates.

Based on the results of the RFP, staff is recommending the award of this contract for the purchase of one Type 6 Brush Patrol vehicle and five Paramedic Squad vehicles from Boise Mobile Equipment Inc. In addition, staff further recommends that the Purchasing Manager be granted the authority to utilize this contract for the purchase of three additional Paramedic Squad vehicles during FY 2016/17, upon mutual agreement of OCFA and BME with the unit pricing escalation limited to manufacturer's chassis price increases and the Producer Price Index for raw goods.

Attachment(s)

RFP JA2088 Evaluation Pricing Analysis

**Orange County Fire Authority
JA2088 – Type 6 Brush Patrol vehicle and Paramedic Squads
RFP Pricing Analysis**

RFP Pricing Analysis:

Ranking		1		2		3	
Vendor		Boise Mobile Equipment		Emergency Vehicle Group		McPeck Dodge	
Description	Qty	Unit Price	Bid Total	Unit Price	Bid Total	Unit Price	Bid Total
2016 Type 6 Brush Patrol Vehicle	1	\$229,900.00	\$229,900.00	\$271,095.00	\$271,095.00	\$239,415.00	\$239,415.00
Sales Tax (8%)			\$18,392.00		\$21,687.60		\$19,153.20
Pre-Construction/Mid-Inspection/Final Inspection Trips (per person costs) non-taxable	12	\$450.00	\$5,400.00	\$1,900.00	\$22,800.00	Local	\$0.00
CA Tire Fees non-taxable	1	\$10.50	\$10.50	\$10.50	\$10.50	\$12.25	\$52.50
Transportation/Delivery Charge non-taxable	1	\$1,400.00	\$1,400.00	Included	\$0.00	N/A	\$0.00
Single Source 5-year warranty non-taxable	1	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00	no bid	no bid
Total			\$255,105.50		\$315,593.10		\$258,568.20

Ranking		1		2		3	
Vendor		Boise Mobile Equipment		Emergency Vehicle Group		McPeck Dodge	
Description	Qty	Unit Price	Bid Total	Unit Price	Bid Total	Unit Price	Bid Total
2016 Paramedic Squad	5	\$174,900.00	\$874,500.00	\$191,814.00	\$959,070.00	\$205,385.76	\$1,026,928.80
Sales Tax (8%)	5	\$13,992	\$69,960.00	\$15,345.12	\$76,25.60	\$16,430.86	\$82,154.30
Pre-Construction/Mid-Inspection/Final Inspection Trips (per person costs) non-taxable	12	\$450.00	\$5,400.00	\$1,900.00	\$22,800.00	Local	\$0.00
CA Tire Fees non-taxable	5	\$10.50	\$52.50	\$10.50	\$52.50	\$12.25	\$61.25
Transportation/Delivery Charge non-taxable	1	\$6,700.00	\$6,700.00	Included	\$0.00	N/A	\$0.00
Single Source 5-year warranty non-taxable	5	\$4,000.00	\$20,000.00	\$6,000.00	\$30,000.00	no bid	no bid
Total			\$956,612.50		\$1,058,648.10		\$1,109,144.35

**Orange County Fire Authority
JA2088 – Type 6 Brush Patrol vehicle and Paramedic Squads
RFP Pricing Analysis**

Best and Final Offer Pricing Adjustment

Ranking		1	
Vendor		Boise Mobile Equipment	
Description	Qty	Unit Price	Bid Total
2016 Type 6 Brush Patrol Vehicle	1	\$229,900.00	\$229,900.00
Sales Tax (8%)	1	\$18,392.00	\$18,392.00
Pre-Construction/Mid-Inspection/Final Inspection Trips (per person costs) non-taxable	12	\$0.00	\$0.00*
CA Tire Fees non-taxable	1	\$10.50	\$10.50
**Transportation/Delivery Charge non-taxable	1	\$1,000.00	\$1,000.00
Single Source 5-year warranty non-taxable	1	Opt out	Opt out
Total			\$249,302.50

*Pre-Construction/Inspection trip to be combined with Paramedic Squad trip. Savings of \$5,400.00

** Savings of \$400 in Transportation/Delivery costs

Ranking		1	
Vendor		Boise Mobile Equipment	
Description	Qty	Unit Price	Bid Total
2016 Paramedic Squad	5	\$174,900.00	\$874,500.00
Sales Tax (8%)	5	\$13,992	\$69,960.00
+Pre-Construction/Mid-Inspection/Final Inspection Trips (per person costs) non-taxable	12	\$450.00	\$5,400.00
CA Tire Fees non-taxable	5	\$10.50	\$52.50
++Transportation/Delivery Charge non-taxable	1	\$4,000.00	\$4,000.00
Single Source 5-year warranty non-taxable	5	Opt out	Opt out
Total			\$953,912.50

+ Four people three trips Succession planning

++ Savings of \$2,700 in Transportation/Delivery costs



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 23, 2016

Agenda Item No. 3C
Consent Calendar

Award of RFP #JA2059
Pre-employment Background Investigative Services

Contact(s) for Further Information

Brian Young, Interim Director
Human Resources Department

brianyoung@ocfa.org

714.573.6014

Brigette Gibb, Employee Relations Mgr.

brigettegibb@ocfa.org

714.573.6353

Summary

This agenda item is submitted to recommend approval of two contract awards for pre-employment background services to the two top ranked firms in the Request for Proposal (RFP) process.

Prior Board/Committee Action(s) – Committee Recommendation: *APPROVE*

At its regular May 3, 2016, meeting, the Human Resources Committee reviewed and unanimously recommended approval of this item.

On May 26, 2016, the Executive Committee requested additional information prior to award of the contract for pre-employment background investigative services. The questions that were asked by the Executive Committee and corresponding answers are provided in Attachment 1.

RECOMMENDED ACTION(S)

1. Approve and authorize the Fire Chief to sign two Professional Services Agreements for pre-employment background investigation services; one with RCS Investigations and Consulting, LLC (RCS Investigations), and the other with Sintra Group for an initial one-year term in an initial amount of \$125,000 to be paid as services are provided.
2. Authorize the Purchasing Manager to redistribute or adjust the funding between the two firms as requested by the department so long as the aggregate amount does not exceed \$250,000 in a one-year period.
3. Approve and authorize the Purchasing Manager to extend each of the contracts for up to two additional one-year extensions without further Board approval so long as the aggregate amount of the two contracts does not exceed \$250,000 in any one-year period, the contract services are still required, and the contract performance meets expectations.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding is included in the Adopted FY 2016/17 Budget.

Background

At the May 26, 2016, Executive Committee Meeting, staff recommended the award for both pre-employment background investigative services and internal affairs investigations in a combined staff report, since the solicitation for both service requests was combined. Given the immediate need for pre-employment background investigative services (candidates for firefighter trainee, nurse educator and fire pilot have been identified and are waiting for a pre-employment background as the next step in the selection process), and due to the fact that OCFA doesn't have a current contract for these services, staff has separated the proposed contract award for Background Investigation Services from the proposed contract award for Internal Affairs Investigations.

The Human Resources (HR) department is responsible for conducting pre-employment background checks in order to verify that the information provided by an applicant is accurate and truthful, confirms skills and qualifications, identifies deficiencies, and protects the Authority from future claims of negligent hiring. The prior contract for background investigative services was awarded in December 2010, to Internal Affairs Connections, Inc., as a result of a competitive solicitation in which three proposals were received. This contract has since expired.

RFP Preparation

On October 15, 2015, RFP #JA2059 was issued seeking proposals from qualified firms with experience performing comprehensive pre-employment background investigative services and/or independent internal affairs investigations. The solicitation was sent to 383 firms registered with OCFA and an additional 250 external vendors registered with other agencies using the e-procurement platform were randomly selected through the Planet Bids system to receive notice of the OCFA solicitation. A non-mandatory pre-proposal meeting was held on October 29, 2015, and representatives from six firms attended. Nine proposals for pre-employment background investigative services were received by November 19, 2015, the due date. Four of the nine firms submitting proposals for background investigative services are located in Orange County.

The top four ranking firms were invited to participate in interviews with the evaluation team, including the incumbent (at the time), Internal Affairs Connections, Inc. After the interviews and final scoring, the top two ranking firms in the process were RCS Investigations and Sintra Group. Reference checks were conducted by the evaluation team for both firms. The feedback received was positive and the evaluation team recommended both firms be issued contracts.

Award Recommendation

After the final scoring, it was determined that establishing multiple contracts with the two top ranking firms would provide the best option for OCFA. This will provide the department with flexibility to utilize the firm with immediate resources to perform the requested services. Pursuant to the terms of the RFP, staff requested a best and final offer from each of the finalists.

Three levels of background services were identified including: basic background (executive and administrative management positions), safety/safety-sensitive background (fire pilots, firefighters, firefighter trainees, hand crew firefighters, nurse educators and communications dispatcher positions), and California Peace Officer Standards and Training (POST) background (arson investigators).

As a result of best and final negotiations, both firms have offered to hold their pricing for up to three years. Firm fixed pricing for each category of background investigation is as follows:

		RCS		Sintra	
Background Description	Est. Annual Qty.	Unit Price	Ext. Total	Unit Price	Ext. Total
Executive	5	\$ 1,500	\$ 7,500	\$ 5,000	\$ 25,000
Safety/Safety-Sensitive	130	1,550	201,500	1,450	188,500
POST (Arson Investigator)	2	1,550	3,100	1,875	3,750
Total			\$212,100		\$217,250

At times, information discovered in the initial phase of a background investigation will result in disqualification. In these situations, both firms have agreed to pro-rate the fees above based on work completed.

Based upon the evaluation and final negotiation results, staff is recommending that two contracts for pre-employment background investigation services be awarded as follows: RCS Investigations and Sintra Group both in an initial amount of up to \$125,000 annually. Based on current planned recruitments, staff is estimated that OCFA will be performing closer to 130 safety backgrounds this fiscal year, which is higher than the estimates provided in the RFP, so staff is requesting approval for an annual aggregate contract amount of up to \$250,000 and recommends the authorization for the Purchasing Manager to redistribute or adjust the funding between the two contracts as requested by the department, so long as the aggregate amount does not exceed \$250,000 annually. In addition, staff is requesting the Executive Committee approve the extension of two additional one-year renewal options (based on OCFA need and contract performance) without further approval.

Attachment(s)

1. Questions & Answers – Pre-employment Background Investigative Services
2. Summary of Proposals/Evaluation Results for Pre-employment Background Investigations
3. Professional Services Agreements

Orange County Fire Authority
Excerpts from May 26, 2016 Executive Committee Meeting
Pre-employment Background Investigative Services

Questions & Answers

This document provides a summarized list of questions and corresponding answers that were asked during the recent Executive Committee meeting on May 26, 2016. While some of the questions may have been addressed during the meeting, this document is meant to provide a summary of all questions and answers.

1. What is the term of these contracts and when would this item return to Executive Committee for additional approval?

Answer: The RFP defined the contract as a one-year term with an option to renew for up to two additional one-year periods. The recommended actions in the staff report were intended to mirror the RFP. Recommended Actions 1 through 3 in the staff report were requesting approval of the first one-year term for each firm, and Recommended Action 4) requested approval for two additional one-year renewal options (providing contractor are meeting the needs of the OCFA), resulting in a maximum contract duration of three years for each firm. After three years, this contract would be sent out for a new competitive solicitation and the resulting contract awards would then require Executive Committee approval.

2. When the County was considering awarding a contract to RCS Investigations, their website was under construction. Who is RCS Investigations?

Answer: A point of clarification, while RCS Investigations submitted proposals for both pre-employment and internal affairs services, staff is only recommending a contract award for pre-employment background services to RCS Investigations.

It is correct that the firm's website indicates that it is under construction; however, it is important to note that website content was not an RFP requirement nor part of our RFP evaluation criteria. We have contacted RCS for a response regarding their website, and they provided the following:

"With regards to the RCS website being under construction for the past several years, this is a business decision the four partners have made to leave it that way. We do not market our company publicly through the internet or by other advertising means. There is no legitimate reason for our particular company to have a website. Our company has grown significantly through the years without using the website, or for that matter any advertising, based on word of mouth between different police and fire departments, because of our solid reputation, professional work product, honesty in pricing, and overall superior service that we provide day in and day out. Quite frankly, we have turned down business in the past and made a decision not to advertise or update our website."

The following introduction to RCS Investigations is provided on their website under "About Us" and "Our Mission":

RCS Investigations and Consulting, LLC, is a professional corporation whose four partners are retired law enforcement professionals with over 125 years of combined experience. Their careers included over 50 years of supervisory and management experience while employed by one of California's ten largest cities. During their law enforcement careers, the partners were exposed to a variety of complex investigations, surveillances and courtroom litigation. Experience, integrity, and confidentiality are important components in any successful investigation.

RCS Investigations and Consulting partners have extensive experience investigating criminal, civil and administrative matters. Combined, RCS partners have managed and investigated thousands of offenses. RCS Partners have experience working with both the public and private sectors and are prepared to assist you with any challenging issues you may have.

Our mission is to provide our clients with the highest quality investigative and consulting services available, which are specifically designed for your individual needs and requirements. RCS Investigations will provide a confidential and superior work product, completed in a timely manner, while maintaining the maximum degree of integrity.

3. Who are the partners from RCS Investigations?

Answer: The partners of RCS Investigations include: Steve Rodig, Charles Chavez, Randy Sorley (all retired from the Anaheim Police Department), and John Haradon (retired from the Orange County District Attorney's Office).

Steve Rodig, will serve as the primary point of contact for the OCFA. Mr. Rodig is retired from the Anaheim Police Department and is a Qualified Manager for RCS Investigations and Consulting as designated by the California Bureau of Security and Investigative Services. He was hired as a Police Cadet in 1974 and his career progressed through the ranks of Police Officer, Detective, Sergeant, Lieutenant and Captain during his tenure at Anaheim. He has been a private investigator since his retirement from the City of Anaheim in 2006.

RCS also provided a list of thirty-five subcontractors who may or may not be used to assist Mr. Rodig for OCFA backgrounds. All of the subcontractors retired from a California law enforcement agency or fire department (no subcontractors are former OCFA employees) and most retired as supervisors or managers from their respective law enforcement/fire agencies.

4. How was RCS Investigations vetted?

Answer: All firms were vetted in the normal RFP evaluation procedures as defined in the RFP, which included initial review of the submitted proposal for responsiveness to RFP requirements and scoring based on the defined RFP evaluation criteria. Based upon the results, the top-ranked firms were invited for interviews and further interview scoring. Following the interviews, final rankings were calculated. The evaluation team, comprised of HR and Operations staff with experience in training, conducting investigation, and hiring personnel, prepared a list of questions for the reference checks. In addition, HR staff asked for government agency feedback on the firms through their professional network.

- Each firm was required to submit a letter of transmittal, statement of qualifications, approach to the scope of work, price proposal, a list of references, signed certification of proposal, party participants and agent disclosure forms, if applicable.
- Each proposal was evaluated based on the following weighted criteria as defined in the RFP: statement of qualifications (40%), written technical approach (30%), and proposed costs (30%).

5. Prior to this RFP, was our Fire Chief familiar with who these individuals/partners are?

Answer: While the Fire Chief knows the partners, he hasn't worked with them in 12 years, hasn't spoken to them during that time, and the Chief was not involved in the RFP selection process. The proposal includes a statement that none of the RCS Investigation and Consulting partners have a personal, social or business relationship with anyone in a position of authority at the Orange County Fire Authority.

ORANGE COUNTY FIRE AUTHORITY
JA2059 – Investigative Services
Summary of Proposals and Evaluation Results for
Pre-employment Background Investigative Services

Nine proposals were received and evaluated for Pre-employment Background Investigative Services. After the initial proposal evaluations were completed, the top four vendors were invited to participate in interviews for Pre-employment Background Investigative Services. The five vendors who were not invited to participate in interviews are listed below, and the four vendors that were invited for interviews are shown on the next page.

Vendor	Norman A. Traub Associates Yorba Linda			Wildan Homeland Solutions Anaheim			Morris PI Group Arroyo Grande		
Total Estimated Annual Cost	\$177,950.00			\$154,150.00			\$162,000.00		
Basic Background Check	\$2,950.00			\$1,250.00			\$1,800.00		
Safety Background Check	\$1,600.00			\$1,450.00			\$1,500.00		
CA POST Background Check	\$1,600.00			\$1,450.00			\$1,200.00		
Evaluator #	1	2	3	1	2	3	1	2	3
A. Statement of Qualifications (Max 40)	19	15	15	20	15	15	19	17	20
B. Written Technical Approach (Max 30)	15	10	15	26	15	15	22	15	20
C. Proposed Costs (Max 30)	18	18	18	21	21	21	20	20	20
Sum of Proposal Scores	52	43	48	67	51	51	61	52	60
Proposal Rankings	9	9	9	6	8	8	8	7	7
Total Sum of Ranking	27			22			22		

Vendor	Yarbrough Veritas Corona			Hall Investigations Nuevo		
Total Estimated Annual Cost	\$126,400.00			\$107,800.00		
Basic Background Check	\$800.00			\$1,000.00		
Safety Background Check	\$1,200.00			\$1,000.00		
CA POST Background Check	\$1,200.00			\$1,400.00		
Evaluator #	1	2	3	1	2	3
A. Statement of Qualifications (Max 40)	20	17	20	18	17	20
B. Written Technical Approach (Max 30)	20	15	20	22	22	20
C. Proposed Costs (Max 30)	26	26	26	30	30	30
Sum of Proposal Scores	66	58	66	70	69	70
Proposal Rankings	7	6	6	5	5	5
Total Sum of Ranking	19			15		

* Basic Background Check (*Executive Management, Administrative Managers, other*)

* Safety Background Check (*Firefighters, Firefighter Trainees, Hand Crew Firefighter, Fire Comm. Dispatcher*)

* CA POST Background Check (*Arson Investigator/Peace Officer*)

After the initial proposal evaluations were completed, the top four vendors were invited to participate in interviews for Pre-employment Background Investigative Services. The following scores reflect the final scoring after interviews.

Vendor	Internal Affairs Connections <i>Garden Grove</i>			Summit Security Services <i>Pomona</i>		
Total Estimated Annual Cost	\$131,400.00			\$114,100.00		
Basic Background Check	\$1,800.00			\$220.00		
Safety Background Check	\$1,200.00			\$1,100.00		
CA POST Background Check	\$1,200.00			\$1,500.00		
Evaluator #	1	2	3	1	2	3
A. Statement of Qualifications (Max 40)	26	30	30	32	32	32
B. Written Technical Approach (Max 30)	22	23	25	23	23	23
C. Proposed Costs (Max 30)	25	25	25	28	28	28
D. Interview (Max 30)	15	15	20	20	15	20
Sum of Proposal Scores	88	93	100	103	98	103
Proposal Rankings	4	4	4	3	3	3
Total Sum of Ranking	12			9		

Best and Final Offers were requested from RCS Investigations and Sintra Group. The highest ranking firms after interviews.

Vendor	RCS Investigations <i>Anaheim</i>			Sintra Group <i>Ventura</i>		
Total Estimated Annual Cost	\$165,600.00			\$173,750.00		
Basic Background Check	\$1,500.00			\$5,000.00		
Safety Background Check	\$1,550.00			\$1,450.00		
CA POST Background Check	\$1,550.00			\$1,875.00		
Evaluator #	1	2	3	1	2	3
A. Statement of Qualifications (Max 40)	36	38	36	38	38	38
B. Written Technical Approach (Max 30)	25	26	26	28	28	28
C. Proposed Costs (Max 30)	20	20	20	19	19	19
D. Interview (Max 30)	30	30	30	25	25	25
Sum of Proposal Scores	111	114	112	110	110	110
Proposal Rankings	1	1	1	2	2	2
Total Sum of Ranking	3			6		

* Basic Background Check (*Executive Management, Administrative Managers, other*)

* Safety Background Check (*Firefighters, Firefighter Trainees, Hand Crew Firefighter, Fire Comm. Dispatcher*)

* CA POST Background Check (*Arson Investigator/Peace Officer*)

ORANGE COUNTY FIRE AUTHORITY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 26th day of May, 2016, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and RCS Investigations and Consulting, LLC, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to perform as-needed comprehensive pre-employment background and reference investigative services as requested in RFP JA2059, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA: (1) a proposal dated November 9, 2015, in response to RFP JA2059; and (2) a Best and Final Offer dated April 25, 2016, both of which are attached hereto as Exhibit "A" and is incorporated herein by this reference; hereinafter collectively referred to as "Proposal"; and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Firm's Proposal. The Scope of Services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP JA2059, dated October 15, 2015 ("RFP"), (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto. Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Firm's Proposal and OCFA's RFP and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the RFP shall govern, in that order.

1.2 Compliance with Law.

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

1.3 Licenses and Permits.

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

1.4 Familiarity with Work.

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

1.5 Care of Work.

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

1.6 Additional Services.

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

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be

accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF FIRM

3.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A," in an amount not to exceed \$100,000 for the initial year of the contract. These services will be billed for each pre-employment background investigation completed per the flat rate fees provided in Exhibit "A".

3.2 Method of Payment.

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

3.3 Changes.

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

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

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

3.4 Appropriations.

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

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

4.2 Schedule of Performance.

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's Proposal. The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

4.3 Force Majeure.

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

4.4 Term.

This agreement shall continue in full force and effect for one year (initial term) unless earlier terminated in accordance with Section 8.5 of this Agreement. The contract may be renewed up to two (2) additional one-year terms upon mutual agreement between OCFA and the Firm.

5. COORDINATION OF WORK

5.1 Representative of Firm.

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

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to

personally supervise the services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

5.2 Contract Officer.

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

5.3 Prohibition Against Subcontracting or Assignment.

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

5.4 Independent Contractor.

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

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance.

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Firm's performance under this Agreement. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. OCFA's certificate evidencing the foregoing and designating OCFA as an additional named insured shall be delivered to and approved by OCFA prior to commencement of the services hereunder. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation

to indemnify OCFA, its Firms, officers and employees. The amount of insurance required hereunder shall include comprehensive general liability, personal injury and automobile liability with limits of at least one million dollars (\$1,000,000) combined single limit coverage per occurrence and professional liability coverage with limits of at least one million dollars (\$1,000,000). Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm's services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy.

6.2 Indemnification.

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

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

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

7.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or

additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents.

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

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

8.3 Rights and Remedies are Cumulative.

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

8.4 Legal Action.

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

8.5 Termination Prior to Expiration of Term.

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

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

8.6 Termination for Default of Firm.

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

8.7 Attorneys' Fees.

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

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

9.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status,

national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

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

10.2 Notice.

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

Orange County Fire Authority
Attention: Debbie Casper
1 Fire Authority Road
Irvine, CA 92602

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

To Firm:

RCS Investigations and Consulting, LLC
Attention: Steve Rodig
P.O. Box 29798
Anaheim Hills, CA 92809-9798

10.2 Integrated Agreement.

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

10.3 Amendment.

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

10.4 Severability.

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

10.5 Corporate Authority.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Jeff Bowman, Fire Chief

APPROVED AS TO FORM.

ATTEST:

By: 
David E. Kendig
General Counsel

Sherry A.F. Wentz
Clerk of the Board

Date: 5/5/16

"FIRM"

RCS Investigations and Consulting, LLC

Date: _____

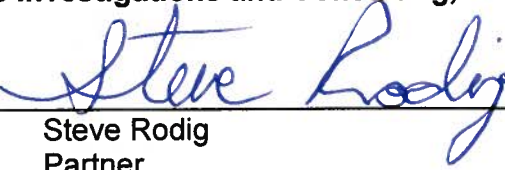
By: 
Steve Rodig
Partner

EXHIBIT A

- (1) BEST AND FINAL OFFER DATED APRIL 25, 2016**
- (2) RCS INVESTIGATIONS AND CONSULTING PROPOSAL DATED
NOVEMBER 9, 2015**



**REQUEST FOR BEST AND FINAL OFFER
RFP JA2059 INVESTIGATIVE SERVICES
(PRE-EMPLOYMENT AND INTERNAL AFFAIRS)**

**DATE BEST AND FINAL OFFERS REQUESTED: APRIL 10, 2016
DUE DATE FOR BEST AND FINAL OFFER: APRIL 25, 2016**

RCS Investigations & Consulting, LLC
steve@rcsinvestigations.com

Dear Steve Rodig,

Your firm, RCS Investigations and Consulting, submitted a proposal in response to the above referenced Request for Proposal (RFP) issued by the Orange County Fire Authority (OCFA). RCS, has been selected as one of the finalist for further consideration in the RFP process for the **Pre-employment Background Investigation Services** portion of the RFP. The Orange County Fire Authority is exercising the right to request a Best and Final Offer (BAFO) from the top ranking firms for further evaluation and consideration.

RCS, is invited to submit its BAFO for consideration in the award determination process. Best and Final Offers must be received no later than **12:00 P.M. April 25, 2016**. If the proposal as originally submitted is RCS Investigations and Consulting's final offer then RCS must state so in its response. The BAFO may be submitted by email as a PDF document with a signed original to follow.

The purpose of the Best and Final Offer is to allow both OCFA and your firm to make any modifications to the required specifications, terms or conditions of the contract before making the final decision in the award. In addition, the BAFO also provides your firm an opportunity to make final adjustments to the proposed pricing included in your original proposal.

Best and Final Offers must be received by the Orange County Fire Authority - Purchasing Section no later than the deadline specified above. Please submit your response to this request via e-mail to: jamesaguila@ocfa.org. The Best and Final Offer will further assist in making our final award recommendation.

Thank you again for your continued interest in doing business with Orange County Fire Authority.

Best Regards,

A handwritten signature in black ink, appearing to read "James Aguila".

James Aguila
Assistant Purchasing Agent

BEST AND FINAL OFFER PRICING PAGE

The initial proposed pricing that was submitted with your proposal is provided below with an additional section provided for a BAFO adjustment below the section.

Pre-employment Background Investigation Services			
Proposal Pricing submitted 11/12/2015			
Provide the firm fixed fee/cost (all inclusive) to complete each background investigation as described in the scope of work. The estimated quantities are provided only as a basis for the uniform evaluation of proposals and are not to be considered exact.			
DESCRIPTION	Est. Annual Quantity	Unit Price	Extended Total
Basic Background – as described in 2.2.4.1 (Executive Management, Administrative Managers, Other)	5	\$1,500.00	\$7,500.00
Safety Background – as described in 2.2.4.2 (Firefighters, Firefighter trainees, Hand Crew Firefighter, Fire Communications Dispatcher)	100	\$1,550.00	\$155,000.00
California POST Background – as described in 2.2.4.3 (Arson Investigator/Peace Officer)	2	\$1,550.00	\$3,100.00
"As-needed" Services – as described in 2.2.4.4 Worker's Compensation Claim History	1	N/A	N/A
Consumer Credit Report and Financial Status	1	N/A	N/A
Legal/Court Actions	1	N/A	N/A
Total Estimated Annual Cost:			\$165,600.00

BEST AND FINAL OFFER PRICING			
DESCRIPTION	Est. Annual Quantity	Unit Price	Extended Total
Basic Background – as described in 2.2.4.1 (Executive Management, Administrative Managers, Other)	5	\$ 1,475.00	\$ 7,375.00
Safety Background – as described in 2.2.4.2 (Firefighters, Firefighter trainees, Hand Crew Firefighter, Fire Communications Dispatcher)	100	\$ 1,475.00	\$ 147,500.00
California POST Background – as described in 2.2.4.3 (Arson Investigator/Peace Officer)	2	\$ 1,475.00	\$ 2,950.00
"As-needed" Services – as described in 2.2.4.4 Worker's Compensation Claim History	1	\$ N/A	\$ N/A
Consumer Credit Report and Financial Status	1	\$ N/A	\$ N/A
Legal/Court Actions	1	\$ N/A	\$ N/A
Total Estimated Annual Cost:			\$ 155,150.00

BEST AND FINAL OFFER**RFP JA2059 INVESTIGATIVE SERVICES**

1. Price changes, if any, after the first year of the contract shall be negotiated, but shall not exceed the most recent available 12-month period for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI), or a 3% increase over the previous year's rate, whichever is less. If pricing will be held for multiple years, please indicate how many years you are able to hold pricing. If price increases are anticipated for years 2 & 3 of the contract, please provide an explanation of how prices increases are calculated by your firm and which specific CPI index price increases are tied to.

Prices will be held at the best and final offer amount for a period of three (3) years.

2. Please describe how OCFA would be charged in the event a background investigation is discontinued early in the process (i.e., disqualifier found in applicant). How would the full flat rate fee be prorated? The Orange County Fire Authority will not be charged the full amount of the proposed background price in the event of a disqualification, non-select or withdrawal. RCS Investigations will only charge for the percent of the background completed. As an example: If the applicant is disqualified/ non-selected after half of the background process is completed, OCFA will only be charged 50% of the total price of \$1,475.00, which amounts to \$737.50. If one quarter of the background is completed, OCFA will only be charged 25% of the total price, which amounts to \$368.75. The amount charged is dependent on the work completed.

3. It is not uncommon for OCFA to request up to 50 background investigations to be completed at one time for our Fire Academy applicants. How will your firm ensure all 50 background investigations will be completed within the 6-8 week turnaround time?
RCS Investigations has the largest background staff of it's type in Orange County and with the proper amount of notice can complete up to 50 backgrounds within the eight (8) week period of time. The company has served public agencies throughout Southern California for 10 years and understands that required time constraints for hiring must be adhered to and will ensure that background investigations are completed within the agreed upon time frame. RCS Investigations will ensure that background reports are complete, consistent, and meet the requirements of OCFA, regardless of the number assigned at any given time.

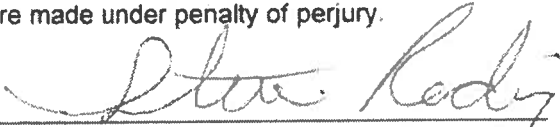
4. Please describe RCS Investigation and Consulting's data retention policy and state how long RCS will retain copies of files associated with investigations completed for the OCFA.
At this time, RCS Investigations returns all background files/reports to the public agency at the conclusion of the investigation. Currently, RCS Investigators retain associated documents for a period three years. However, if OCFA is requesting RCS Investigations and Consulting to retain the actual background file they can be stored for up to five years as either a hard copy or in a PDF format.

5. Provide any additional information that you would like OCFA to consider.

RCS Investigations provides a quality and thorough work product, which will assist management at the Orange County Fire Authority in hiring the best applicant's possible. Experienced individuals will conduct each of the background investigations and the company will not rely upon staff, who have little or no experience in carrying out tasks related to the background process. RCS Investigators will contact references and employers rather than simply sending out letters, resulting in a better work product.

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby amends the original proposal as indicated in this Best and Final Offer and shall provide the Uniforms and Accessories in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein. The representations herein are made under penalty of perjury.



Signature of Person Authorized to Sign



Printed Name



Date



Title

IMPORTANT: If you have submitted a proposal before this addendum was issued, your proposal will be invalidated. After you have reviewed the addendum, you must resubmit your proposal acknowledging receipt of this addendum through PlanetBids.

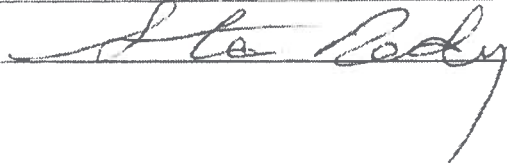
Thank you for your interest in doing business with OCFA.

Best Regards,



James Aguila
Assistant Purchasing Agent

IMPORTANT: If submitting a hard copy paper proposal, Please sign below and return this document with your proposal as confirmation of receipt of Addendum 1.

Company Name: RCS INVESTIGATIONS & CONSULTING LLC
Representative Name (print): STEVE RODIG
Representative signature: 

R
C
S

INVESTIGATIONS
& CONSULTING, LLC

P.O. Box 29798
Anaheim Hills, CA 92809-9798
www.rcsinvestigations.com

(714) 779-2300

RFP #JA2059

For Background and Administrative Investigations

Orange County Fire Authority

Purchasing Department

1 Fire Authority Road #C, Irvine 92602

Attention James Aguila



INVESTIGATIONS & CONSULTING, LLC

P.O. Box 29798
Anaheim Hills, CA 92809-9798
www.rcsinvestigations.com

(714) 779-2300

SECTION 5 [A]


LETTER OF TRANSMITTAL

To: James Aguila – Assistant Purchasing Agent – Orange County Fire Authority Purchasing Department.

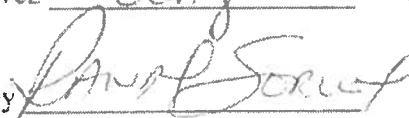
- A-1 - RCS Investigations and Consulting Partner, Steve Rodig, will serve as the primary point of contact for the Orange County Fire Authority. Rodig is a Qualified Manager for RCS Investigations and Consulting as designated by the California Bureau of Security and Investigative Services. RCS Investigations and Consulting is a Limited Liability Corporation [LLC] whose four partners are Steve Rodig, Charles Chavez, John Haradon [retired from the Anaheim Police Department] and Randy Sorley [retired in 2006 from the Orange County District Attorney's Office]. The company office address is 4725 E. Bryson, Anaheim, California 92807 [714-779-2300] and the mailing address is P.O. Box 29798, Anaheim, California 92809-9798. Rodig's cellular number is 714-290-0116. **FOR THE RECORD – NONE OF THE RCS INVESTIGATION AND CONSULTING PARTNERS HAVE A PERSONAL, SOCIAL OR BUSINESS RELATIONSHIP WITH ANYONE IN A POSITION OF AUTHORITY AT THE ORANGE COUNTY FIRE AUTHORITY.**
- A-2 - Since 2006, RCS Investigations and Consulting has provided a variety of quality administrative and background investigative services to more than 60 different public agencies throughout California. RCS Investigations and Consulting currently provides background and administrative investigative services to several police and fire departments in the Southern California area. The company has earned an outstanding reputation with police and fire managers, as well as with Human Resource representatives throughout the region. RCS Investigations and Consulting partners understand the importance of administrative and background processes and the responsibilities associated with submitting a thorough work product in a timely manner.

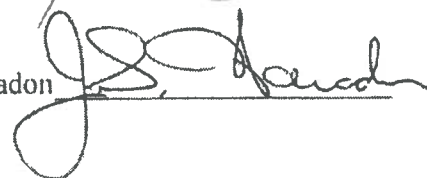
RCS Investigations and Consulting has conducted more than a thousand background and administrative investigations for public agencies since 2006. Additionally, RCS Investigators have testified in hearings related to administrative matters and understand the process involved. RCS Investigators are thoroughly versed in matters relating to the Peace Officer and Firefighter Bill of Rights as defined in the California Government Code. RCS Investigators have extensive experience interviewing subject employees and witnesses, within a range of employee related matters. Furthermore, RCS Investigators will provide a thorough work product which meets or exceeds the standards as set forth in the Orange County Fire Authority RFP.

- A-3 – The proposal shall remain valid for 365 days from November 12, 2015.
- A-4 – Submitted by Steve Rodig, Charles Chavez, Randy Sorley and John Haradon.

Steve Rodig  November 9, 2015

Charles Chavez  November 9, 2015

Randy Sorley  November 9, 2015

John Haradon  November 9, 2015

SECTION 5 [B]

STATEMENT OF QUALIFICATIONS

Since 2006, RCS Investigations and Consulting has provided a variety of quality administrative and background investigative services to more than 60 different public agencies throughout California. RCS Investigations and Consulting is an insured company whose four partners are retired law enforcement professionals with over 125 years of combined experience working in the public sector. Their careers include over 50 years of supervisory and management experience working for law enforcement agencies in Orange County.

RCS Investigations and Consulting currently provides background and administrative investigative services to several police and fire departments in the Southern California area. The company has earned an outstanding reputation with police and fire managers, as well as with Human Resource representatives throughout the region. As former law enforcement managers and supervisors, RCS Investigations and Consulting partners understand the importance of the administrative and background processes and the responsibilities associated with submitting a thorough work product in a timely manner.

RCS Investigations and Consulting has conducted more than a thousand background and administrative investigations for public agencies since 2006. Additionally, RCS Investigators have testified in hearings related to administrative matters and understand the process involved. RCS Investigators are thoroughly versed in matters relating to the Peace Officer and Firefighter Bill of Rights as defined in the California Government Code. RCS Investigators have extensive experience interviewing subject employees and witnesses within a range of employee related matters.

RCS Investigations and Consulting will provide a confidential and ethical work product, which will be completed within the scope of work as defined in the Orange County Fire Authority RFP. RCS Investigators will provide the client with impartial and comprehensive background reports which meet the requirements established by the Commission for Police Officer Standards and Training [POST].

RCS Investigations and Consulting promises to provide all services in a professional manner and in compliance with applicable Federal, State and local laws, as well as in a workmanlike manner according to the standards and ethics of the industry as established by the California Secretary of State, Department of Consumer Affairs-Bureau of Investigative Services.

RCS Investigations and Consulting will complete background investigations in 60 days or less and will provide a partner from the firm to serve as a point of contact, participate in meetings and engage in other requested services as needed. RCS Investigations and Consulting will complete administrative investigations in a timely manner as dictated by the nature of complaint.

Steve Rodig, who is one of the partners from RCS Investigations and Consulting will serve as the primary point of contact for the Orange County Fire Authority and may be assisted by other associates related to the firm. Steve Rodig is retired from the Anaheim Police Department and is a Qualified Manager for RCS Investigations and Consulting as designated by the California Bureau of Security and Investigative Services. The prior work experience for Rodig is as follows:

Private Investigator – RCS Investigations and Consulting.....2006 through the present

Anaheim Police Department:

Police Captain Operations Division 10//2003 through 1/2006

Police Lieutenant Crimes Persons Detective Commander 6/2003 through 10/2003

Police Lieutenant Operations District Commander 7/2000 through 6/2003

Police Lieutenant Training Division Commander 5/1999 through 7/2000

Police Lieutenant Operations Watch Commander 11/1997 through 5/1999

Police Sergeant Major Narcotics Investigations.....3/1997 through 11/1997

Police Sergeant Homicide Detective Bureau.12/1992 through 3/1997

Police Sergeant Operations Division8/1992 through 12/1992

Police Sergeant Major Narcotic Investigations.....11/1988 through 8/1992

Police Sergeant Vice Investigations.....11/1986 through 11/1988

Police Detective Robbery/Homicide Investigations.....7/1983 through 11/1986

Police Detective Crime Task Force Investigations.....10/1981 through 6/1983

Police Detective Narcotic Investigations.....11/1980 through 10/1981

Police Officer Patrol Division4/1977 through 11/1980

Police Cadet Administration/Detective Division4/1974 through 4/1977

Since retiring, Steve Rodig and the associates from RCS Investigations and Consulting have conducted hundreds of complex and sensitive administrative/background investigations for public agencies throughout California. RCS Investigators have continually provided ethical, fair, complete, and balanced reports for clients throughout California.

RCS Investigations and Consulting currently serve as background investigators for several police and fire departments in the Southern California region. RCS Investigators are thoroughly versed with the needs of public agencies when conducting administrative and background investigations and are familiar with POST requirements.

- RCS Investigations and Consulting has continually performed investigative services for numerous public agencies since 2006 and continues to do so on a regular basis.
- RCS Investigations and Consulting partners and sub-contractors [associates] stay current on matters relating to background and administrative investigations by performing those tasks on a daily basis and working with various City Attorneys or law firms retained to represent public agencies. Additionally, RCS Investigators periodically receive in-house training as well as training made available through the California Background Investigators Association. RCS Investigation partners regularly review updates and information provided by various sources relating to background/administrative investigations. RCS Investigation partners also receive feedback from public agency clients relating to work performed and disseminate the information to sub-contractors associated with the firm. RCS Investigation partners ensure compliance by reviewing every background and administrative report prepared by subcontractors.
- RCS Investigations and Consulting currently provides background and administrative investigative services to numerous police and fire departments in the Southern California area. The company has earned an outstanding reputation with police and fire managers, as well as with Human Resource representatives throughout the region and have maintained an excellent working relationship.
- Since 2006, RCS Investigations and Consulting has provided services to a number of public agencies including [not limited to] the following:
 - City of Anaheim
 - City of Alhambra
 - City of Banning
 - City of Buena Park
 - City of Bell
 - City of Bell Gardens
 - City of Brea
 - City of Carmel by the Sea
 - City of Cathedral City
 - Chino Valley Independent Fire District
 - City of Culver City
 - City of Cypress
 - City of Desert Hot Springs
 - City of El Centro
 - City of Fountain Valley

- City of Fullerton
- City of Garden Grove
- City of Gardena
- California Association of Governments
- City of Huntington Park
- City of Huntington Beach
- City of Irvine
- City of Laguna Beach
- City of La Palma
- City of Long Beach
- City of Manhattan Beach
- City of Montebello
- City of Monterey Park
- City of Montclair
- City of Newport Beach
- City of Orange
- City of Perris
- City of Pomona
- City of Placentia
- City of Riverside
- City of Seal Beach
- City of Signal Hill
- City of El Monte
- City of South Pasadena
- City of South Gate
- City of Tehachapi
- City of Thousand Oaks
- City of Walnut
- City of West Covina
- City of Westminster
- City of West Hollywood
- Costa Mesa Sanitation District
- Glendale Community College District
- Inglewood Unified School District
- Mesa Consolidated Water District
- Mount San Antonio College District
- Santa Ana Unified School District
- San Bernardino Community College District
- State Bar of California
- Orange County Bar Association
- University of California at Irvine
- University of California San Bernardino
- West Valley Vector Control District

- RCS Investigations and Consulting is a Limited Liability Corporation [LLC] whose four partners are Steve Rodig, Charles Chavez, John Haradon [retired from the Anaheim Police Department] and Randy Sorley [retired in 2006 from the Orange County District Attorney's Office]. The company office address is 4725 E. Bryson, Anaheim, California 92807 and the mailing address is P.O. Box 29798, Anaheim, California 92809-9798. **FOR THE RECORD – NONE OF THE RCS INVESTIGATION AND CONSULTING PARTNERS HAVE A PERSONAL, SOCIAL OR BUSINESS RELATIONSHIP WITH ANYONE IN A POSITION OF AUTHORITY AT THE ORANGE COUNTY FIRE AUTHORITY.**
- RCS Investigations and Consulting utilizes more than 20 subcontractors on an as needed basis, all of which retired from a California law enforcement agency or fire department. One of the firm's partners and a limited number of the subcontractors retired from the Orange County District Attorney's Office. All RCS Investigation and Consulting partners and most of the subcontractors retired as supervisors or managers from their respective law enforcement/fire agencies.

Remove your new Pocket License
from the receipt portion and carry
with you at all times.

Bureau of Security and Investigative Services
P.O. BOX 989002
West Sacramento, CA 95798-9002
(916) 322-4000

CUT HERE

CUT HERE

BUREAU OF SECURITY & INVESTIGATIVE SERVICES
P.O. BOX 989002
WEST SACRAMENTO, CA 95798-9002
(916) 322-4000



Private Investigator



CUT HERE

IMPORTANT

1. Please include your License Number on any correspondence to this office.
2. Notify the Bureau of any name or address change in writing.
3. Report any loss immediately in writing to the Bureau.
4. Please sign and carry the Pocket Identification card with you.

QUAL MGR/OWNER OF
RCS INVESTIGATIONS AND CONSULTING
STEVEN LAWRENCE RODIG
PO BOX 29798
ANAHEIM CA 92809-9798

License No: PI 24961

Expiration: 03/31/16

STEVEN LAWRENCE RODIG

LICENSE NO

EXPIRATION DATE

RECEIPT NO.

PI 24961

03/31/16

40290323

This is your receipt. Please save for your records.

PPPIA 10/31/07

Signature

RECEIPT NO

40290323

STATE OF CALIFORNIA



DEPARTMENT OF CONSUMER AFFAIRS



Bureau of Security and Investigative Services
P.O. BOX 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE INVESTIGATOR

LICENSE NO. PI 24961
RECEIPT NO. 40290323

VALID UNTIL MARCH 31, 2016

RCS INVESTIGATIONS AND CONSULTING
PO BOX 29798
ANAHEIM CA 92809-9798

In accordance with the provisions of
Division 3, Chapter 11.3 of the Business
and Professions Code, the company
named hereon is issued a Private
Investigator License Renewal.

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WPIPI 12/31/07

Riverside County Sheriff's Department

Ben Clark Public Safety Training Center

CERTIFICATE *of* COMPLETION



This is to certify that

STEVEN RODIC

Has Satisfactorily Completed 36 Hours of
Background Investigations

POST# 2200-30340

December 3, 2007 - December 7, 2007

Mark A. DiPeggs
COMMANDER

[Signature]
SHERIFF

California Background Investigators Assoc.
Certificate of Training

This is to certify that

STEVE RODIG

*Has successfully completed 20 hours of P.O.S.T./S.T.C
certified instruction in Background Investigations*

POST Control Number 1035-28000-13-001; STC Certificate Number 4029-071808

*As presented at the 15th Annual C.B.I.A. Training Symposium in Garden Grove
November 5 – November 7, 2013*

Dan Duffy ~ CBIA/President

LIST OF SUB-CONTRACTORS
[SUBJECT TO CHANGE AT ANY TIME]

Sub-contractors can be reached through 714-779-2300 or at P.O. Box 29798 Anaheim, California 92809-9798. The following sub-contractors may or may not be used for OCFD backgrounds.

- 1) B. Baitx
 - 2) C. Bright
 - 3) J. Brakebill
 - 4) L. Clark
 - 5) D. Covert
 - 6) L. Garrison
 - 7) C. Melberg
 - 8) G. Beard
 - 9) H. Mittmann
 - 10) C. O'Connor
 - 11) B. Lay
 - 12) T. Murphy
 - 13) M. Handfield
 - 14) D. Reddy
 - 15) S. Sain
 - 16) S. Whalen
 - 17) D. Wuest
 - 18) D. Vincent
 - 19) D. Flutts
 - 20) R. Johnson
 - 21) A. Phillips
 - 22) P. McCurry
 - 23) P. Somers
 - 24) D. Bressler
 - 25) C. Waddell
 - 26) J. Barker
 - 27) B. Brown
 - 28) D. Hill
 - 29) S. Sherwood
 - 30) B. Brewer
 - 31) M. Bustamonte
 - 32) J. Travis
 - 33) L. Warren
 - 34) M. Miller
 - 35) D. Klein
-

SECTION 5 [C]

APPROACH

RCS Investigations and Consulting currently provides background and administrative investigative services to several police and fire departments in the Southern California area. RCS Investigations has conducted more than a thousand background and administrative investigations for public agencies since 2006.

RCS Investigations and Consulting uses a standard approach for conducting all police and fire background investigations as generally defined by the California Commission for Peace Officer Standards and Training. All background investigations [unless designated otherwise by the client] for the Orange County Fire Authority will be conducted using a standard approach along POST guidelines and include: Interviews with the applicant, interviews with personal and professional references, interviews with neighbors, a full vetting out of the applicants Personal History Statement [PHS] and or Background Investigation Questionnaire [BIQ], follow-up interviews when necessary, driving history, local law enforcement checks, education verification, citizenship and age verification, military history/verification, dissolution of marriage verification, employment history checks and social media inquiries.

RCS Investigations and Consulting will conduct interviews with employers and references respective to the applicant's ability to identify and solve problems, use of illegal drugs, domestic violence, illegal activity, prejudices, ability to learn and multi-task, memory retention, communication skills, work ethic, risky behavior, temperament, interpersonal skills, teamwork, dependability, honesty, integrity, sexually harassing behavior, discipline and ability to follow directions.

All RCS Investigation and Consulting are licensed private investigators through the State of California and are designated as Qualified Managers.

RCS Investigations and Consulting are able to process a significant number of background investigations at the same time, as well as administrative investigations. RCS Investigators have conducted hundreds of administrative investigations for public agencies and work within the framework of the Peace Officer and Firefighter Bill of Rights as defined in the California Government Code. RCS Investigators typically produce administrative reports which include an introduction, summary, an extensive synopsis of the interviews, explanation of exhibits, conclusions and findings if requested and complete interview transcripts. RCS Investigators will provide work in a satisfactory manner as outlined in the Orange County Fire Authority RFP.

SECTION 5 [D]

INVESTIGATIVE SERVICE PROPOSAL FOR THE ORANGE COUNTY FIRE AUTHORITY

November 8, 2015

RCS Investigations and Consulting LLC is submitting a proposal to the Orange County Fire Authority for professional services relating to background investigations, consulting and administrative investigations.

Our mission is to provide our clients with quality investigative and consulting services. RCS Investigations will provide a confidential and ethical work product, which will be completed in a timely manner. RCS Investigators will provide the client with an impartial and comprehensive written report regarding the requested work as defined in the "Request for Proposal" issued by the Orange County Fire Authority.

RCS Investigations and Consulting will complete background investigations in 60 days and will provide a partner from the firm [Steve Rodig] to serve as a primary point of contact, participate in meetings and engage in other requested services as needed. RCS Investigations and Consulting will complete all administrative investigations in a timely manner.

RCS Investigations and Consulting promises to provide all services in a timely and professional manner, and in compliance with applicable Federal, State and local laws, as well as in a workmanlike manner according to the standards and ethics of the industry as established by the California Secretary of State, Department of Consumer Affairs, Bureau of Investigative Services.

RCS Investigations and Consulting will charge a flat rate \$1,550 for sworn firefighter background investigations and a flat rate of \$1,500 for non-sworn background investigations.

RCS Investigations and Consulting will charge a rate of \$120 per hour for administrative investigations and \$38 per hour for transcription services relating to interviews of witnesses and or employees.

There will be no travel costs billed to the client for work conducted in the Southern California area, unless pre-approved. Any incidental travel costs outside of the Southern California area shall be pre-approved by the client.

Additionally, in the event a background investigation is discontinued at the request of the Orange County Fire Authority, the client will only be charged for time worked and not the full flat rate as defined in the proposal.

All RCS Investigation and Consulting Partners are licensed Private Investigators through the State of California.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SMP

DATE (MM/DD/YYYY)

05/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliance Mgt. & Insurance Serv 355 Via Vera Cruz #7 CA Agent/Broker Lic# 0737966 San Marcos, CA 92078 Michelle A. Nowell		CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID # RCSIN-1	
INSURED RCS Investigations & Consulting, LLC P O BOX 29798 Anaheim, CA 92809-9798		INSURER(S) AFFORDING COVERAGE INSURER A: Acceptance Casualty Ins Comp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10349	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		CP00960873	06/19/2015	06/19/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Errors & Omission					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Owners & Contract					GENERAL AGGREGATE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMPOF AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY		CP00960873	06/19/2015	06/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					I WC STATU- TORY LIMITS OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Investigation, CA --

CERTIFICATE HOLDER

CANCELLATION

County of Orange 401 West Civic Center Drive Santa Ana, CA 92701-4514	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Michelle A. Nowell</i>

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**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
RCS INVESTIGATIONS AND CONSULTING, LLC
Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company; Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P**
☐ Other (see instructions) ▶

Exemptions (see instructions)
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
P.O. BOX 29798
City, state, and ZIP code
ANAHEIM, CA 92809-9798

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

Employer identification number

2	0	-	5	0	6	5	4	1	4
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *07/28/2014*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct for you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



State of California

Secretary of State

L

STATEMENT OF INFORMATION (Limited Liability Company)

Filing Fee \$20.00. If this is an amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. LIMITED LIABILITY COMPANY NAME

RCS INVESTIGATIONS AND CONSULTING, LLC
P.O. BOX 29798
ANAHEIM, CA 92809-9798

This Space For Filing Use Only

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER **200613910220**

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)
CALIFORNIA

No Change Statement

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.

☒ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL OFFICE CITY STATE ZIP CODE

4725 E ORSON ST ANAHEIM CA 92809-1701

6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5 CITY STATE ZIP CODE

PO Box 29798 Anaheim CA 92809-9798

7. STREET ADDRESS OF CALIFORNIA OFFICE CITY STATE ZIP CODE

CA

Name and Complete Address of the Chief Executive Officer, If Any

8. NAME ADDRESS CITY STATE ZIP CODE

Steve Rode

Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary)

9. NAME ADDRESS CITY STATE ZIP CODE

John H. ...

10. NAME ADDRESS CITY STATE ZIP CODE

Catherine ...

11. NAME ADDRESS CITY STATE ZIP CODE

Randy Sorley

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS

Randy Sorley

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA IF AN INDIVIDUAL CITY STATE ZIP CODE

CA

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS IS TRUE AND CORRECT

04/09/2014
DATE

RANDY SORLEY

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

PARTNER

TITLE

SIGNATURE


[Secretary of State Main Website](#)
[Business Programs](#)
[Notary & Authentications](#)
[Elections](#)
[Campaign & Lobbying](#)
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(annual/biennial reports)**Filing Tips****Information Requests**
(certificates, copies & status reports)**Service of Process****FAQs****Contact Information****Resources**

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Customer Alerts

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, November 10, 2015. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	RCS INVESTIGATIONS AND CONSULTING, LLC
Entity Number:	200613910220
Date Filed:	05/03/2006
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	PO BOX 29798
Entity City, State, Zip:	ANAHEIM CA 92809
Agent for Service of Process:	RANDY SORLEY
Agent Address:	4725 E BRYSON ST
Agent City, State, Zip:	ANAHEIM CA 92807

* Indicates the information is not contained in the California Secretary of State's database.

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#)
[New Search](#)
[Printer Friendly](#)
[Back to Search Results](#)

SECTION 6: EVALUATION OF PROPOSALS AND NEGOTIATIONS

Proposals must fully address the evaluation factors; contain references and data to verify qualifications and experience that address the Firm's ability to provide services and deliverables as outlined in the specifications and scope of work. All proposals will be reviewed by an evaluation committee comprised of OCFA staff for compliance with the specifications including documented capability to perform the prescribed work in a satisfactory manner. Offerors should respond to all requirements in the order in which they are presented. Proposals, which appear to be compliant, will be evaluated in accordance with the following:

6.1 Statement of Qualifications (maximum points 40)

- Vendor Experience – 20 points
- Vendor Qualifications – 15 points
- Staffing – 5 points

6.2 Written Technical Approach (maximum points 30)

- Project Understanding – 10 points
- Proposed methods to accomplish scope of work – 15 points
- Proposed turnaround time to complete services – 5 points

6.3 Proposed Costs (maximum points 30) – The lowest price proposal will not necessarily be selected. OCFA is looking for the best value versus the lowest price. While cost is important, other criteria are also significant and the OCFA may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives within a reasonable budget.

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals. The OCFA may request a best and final offer from the top ranking firms for further evaluation and consideration. Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

SECTION 7: ADDITIONAL INFORMATION ABOUT THE EVALUATION PROCESS

- 7.1. SHORTLIST** - OCFA reserves the right to shortlist the Offerors on all of the stated criteria. OCFA may determine that short listing is not necessary.
- 7.2. INTERVIEWS/DEMONSTRATIONS** - OCFA reserves the right to conduct interviews and/or demonstrations with some or all of the offerors at any point during the evaluation process. However, OCFA may determine that interviews/demonstrations are not necessary. In the event interviews/demonstrations are conducted, information provided during the interview/demonstration process shall be taken into consideration when evaluating the stated criteria. OCFA shall not reimburse the offeror for the costs associated with the interview process. Demonstrations will be held at a time and place specified by OCFA. The Firm's key project team members will be invited to attend the interview/demonstration. The interviews will last approximately 60 minutes, with the time allocated between firm's presentation and question and answer period. The firms should be prepared to discuss at the interview, their specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent things that distinguish your firm from others.
- 7.2.1 Interview/Demonstration Rating Criteria: the following criteria and points will be used in evaluating and rating the short-listed firms.**
- Interview/Questions **30 points**
- The score achieved from the interview will be combined with the scoring for the initial evaluation, for a total. It is OCFA's intent to commence negotiations with the offeror(s) deemed most advantageous. OCFA reserves the right to re-evaluate the written proposal in light of any additional information provided in the interview.
- 7.3. ADDITIONAL INVESTIGATIONS** - OCFA reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.
- 7.4. PRIOR EXPERIENCE** - Previous experiences with the proposer may be taken into consideration when evaluating qualifications and experience.
- 7.5. OVERALL EVALUATION OF THE PROPOSAL RESPONSE** - The overall completeness, accuracy and quality of the proposal may be taken into consideration when evaluating the qualifications and experience.
- 7.6. POST PROPOSAL DISCUSSIONS WITH OFFERORS** - OCFA reserves the right to conduct post-proposal discussions with any Offeror(s).

The Offeror with the highest overall number of points after negotiation will be recommended for award of the contract.

When the evaluation team has completed its review of the proposals and the finalized the negotiated the best and final offer, the Purchasing Department will send a Notice of Intent to Award to the successful Firm. The award may be subject to OCFA Executive Committee approval.

APPENDIX A: OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the Orange County Fire Authority.

FIRM'S LEGAL NAME: RCS INVESTIGATIONS & CONSULTING LLC
 FIRM PARENT OR OWNERSHIP: JOHN HARADOW - STEVE RODIG - RANDY SORLEY - CHARLES SHANEZ
 ADDRESS: P.O. Box 29798, ANAHEIM, CA 92809-9798
 FIRM TELEPHONE #: 714-779-2300 FIRM FAX #: 714-779-1145
 FIRM'S TAX I.D. NUMBER: 20-5065414 INCORPORATED: PARTNERSHIP YES ☒ NO ☐
 LEGAL FORM OF COMPANY: (partnership, corporation, joint venture): PARTNERSHIP - LLC
 LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: 2006
 LENGTH OF TIME AT CURRENT LOCATION: 9 YEARS
 NUMBER OF EMPLOYEES: 8 employees NUMBER OF CURRENT CLIENTS: 60+ (AS NEEDED)

Management person responsible for direct contact with the Orange County Fire Authority and service required for this Request for Proposal (RFP).

NAME: STEVE RODIG TITLE: PARTNER
 TELEPHONE #: 714-290-0116 E-MAIL: STEVE@RCSINVESTIGATIONS.COM

Person responsible for the day-to-day servicing of the account.

NAME: RANDY SORLEY TITLE: PARTNER
 TELEPHONE #: 714-779-2300 E-MAIL: RANDY@RCSINVESTIGATIONS.COM

Please indicate if you are subject to the Party and Participant disclosure requirements:

YES ☐NO ☒

If yes, you are required to submit form/s (see Appendix F).

*For additional information please see page 11 "Campaign Contribution Disclosure".

APPENDIX B: REFERENCES

Describe fully at least three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	CITY OF CYPRESS
Contact Individual & Title	COMMANDER TOM BRUCE
E-mail/Telephone number	714-229-6600
Scope of Services	BACKGROUND & ADMINISTRATIVE INVESTIGATIONS
Project Completion Date & Value	ON-GOING OPEN P.O.
Customer Agency Name	CITY OF ANAHEIM (FIRE)
Contact Individual & Title	JULIAN HARVEY (POLICE) JEFF ALARIO
E-mail/Telephone number	714-765-1900
Scope of Services	P.D. - BACKGROUND INVESTIGATIONS FIRE - ADMIN. & BACKGROUND INVESTIGATIONS
Project Completion Date & Value	ON-GOING OPEN P.O. / CONTRACT
Customer Agency Name	HUNTINGTON BEACH FIRE
Contact Individual & Title	CHIEF PATRICK MCINTOSCH
E-mail/Telephone number	714-536-5411
Scope of Services	BACKGROUND INVESTIGATIONS
Project Completion Date & Value	ON-GOING - NEW CONTRACT

APPENDIX C: PRICING PAGE

Proposal Costs – The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Any additional fees outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said fees. Vendor's RFP response must be inclusive of all costs and expenses associated with travel, lodging, and any other incidental costs. OCFA will not separately reimburse costs not included in the proposal.

Pre-employment Background Investigation Services			
Provide the firm fixed fee/cost (all inclusive) to complete each background investigation as described in the scope of work. The estimated quantities are provided only as a basis for the uniform evaluation of proposals and are not to be considered exact.			
DESCRIPTION	Estimated Annual Quantity	Unit Price	Extended Total
Basic Background – as described in 2.2.4.1 (Executive Management, Administrative Managers, Other)	5	\$ 1,500 ⁰⁰	\$ 7,500 ⁰⁰
Safety Background – as described in 2.2.4.2 (Firefighters, Firefighter trainees, Hand Crew Firefighter, Fire Communications Dispatcher)	100	\$ 1,550 ⁰⁰	\$ 155,000 ⁰⁰
California POST Background – as described in 2.2.4.3 (Arson Investigator/Peace Officer)	2	\$ 1,550 ⁰⁰	\$ 3,100 ⁰⁰
"As-needed" Services – as described in 2.2.4.4 Worker's Compensation Claim History	1	\$ N/A	\$ —
Consumer Credit Report and Financial Status	1	\$ N/A	\$ —
Legal/Court Actions	1	\$ N/A	\$ —
Total Estimated Annual Cost:		\$ 165,600 ⁰⁰	

Internal Affairs Investigations			
Provide the fully loaded fixed hourly prices, including out-of-pocket expenses, for all costs associated with the responsibilities and related services required to complete each Internal Affairs Investigation as described in the scope of work. The estimated quantities are provided only as a basis for the uniform evaluation of proposals and are not to be considered exact.			
DESCRIPTION	Estimated # hours	Hourly Rate	Extended Total
Internal Affairs Investigations – as described in Section 2.3	250	\$ 120 ⁰⁰	\$ 30,000 ⁰⁰
Total Estimated Annual Cost:		\$ 30,000 ⁰⁰	

TERM OF OFFER: It is understood and agreed that this offer may not be withdrawn for a period of one hundred eighty days (180) from the Proposal Submittal Deadline, and at no time in case of successful respondent.

"PIGGYBACK" CLAUSE. Offeror shall indicate below if they will extend the same prices, terms, and conditions of the proposal to other public agencies: Yes _____ No X. Offeror's response to this question will not be considered in award of contract. When the Offeror extends the prices, terms, and conditions of this proposal to other public agencies, the contract shall be between Offeror and the other agencies, and the Orange County Fire Authority shall bear no responsibility or liability for the contracts.

PAYMENT TERMS: Subsequent to delivery and acceptance of delivery, the supplier must submit an invoice for payment. Invoices shall be sent to:

Orange County Fire Authority
Attention: Accounts Payable
PO Box 53008
Irvine, CA 92619

Invoices shall include the Company's Federal Tax ID#, Blanket Order #, quantity & description of the product delivered, the delivery location, date of delivery and price. Payment shall be made within thirty (30) days after receipt of accurate invoice. Invoices are to be submitted in arrears for goods provided. OCFA will endeavor to honor any "prompt payment discounts" when appropriately earned. Payment discounts must be clearly indicated in the bid submission. Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date OCFA's warrant is mailed.

PROMPT PAYMENT DISCOUNT TERMS:

Discount for payment of invoice within **20 days** of receipt is: 0 %. Payment discounts of 20 or more days will be considered in award of proposal.

ANY ADDITIONAL INFORMATION YOU WOULD LIKE OCFA TO CONSIDER.

THE PRICE QUOTED WILL REMAIN IN
EFFECT FOR THREE YEARS.

APPENDIX D: CERTIFICATION OF PROPOSAL

In responding to RFP JA2059 – Investigative Services (Pre-employment and Internal Affairs), the undersigned Offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. If there are any exceptions they must be stated in an attachment included with the offer.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- E. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

INDEPENDENT PRICE DETERMINATION: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the offeror.

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

NAME OF FIRM: RCS INVESTIGATIONS & CONSULTING LLC

ADDRESS: P.O. Box 29798, ANAHEIM, CA. 92809-

CITY: ANAHEIM STATE: CALIF. ZIP CODE: 92809

SIGNATURE OF PERSON AUTHORIZED TO SIGN: Steve Rodig DATE: 11-8-2015

PRINTED NAME: STEVE RODIG

TITLE: PARTNER

PARTY DISCLOSURE FORM

Party's Name: RCS INVESTIGATIONS & CONSULTING PARTNERS
Party's Address: JOHN HARADIN - STEVE RODIG - RANDY SURLEY -
P.O. 27798 ANAHEIM, CA CHARLES CHAVEZ
Party's Telephone: 714-779-2300 92809-9798
Solicitation Title and Number: BACKGROUND & ADMINISTRATIVE RFP JA2059

Based on the party disclosure information provided, are you or your firm subject to party disclosures?

No ☒ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: 11-8-2015

Steve Rodig STEVE RODIG
Signature of Party and/or Agent

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

PARTICIPANT DISCLOSURE FORM

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Prime's Firm Name: N/A

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Date: _____

Signature of Party and/or Agent

Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: N/A

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: N/A

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: N/A

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____



Orange County Fire Authority

RFP JA2059 – Addendum 1

Investigative Services (Pre-employment and Internal Affairs)

November 10, 2015

This addendum is issued to extend the bid due date and to provide clarification and response to the questions submitted during the non-mandatory pre-proposal meeting of October 29, 2015 and questions received via PlanetBids before the Q&A deadline.

The due date for RFP JA2059 will be extended until Thursday, November 19, 2015 at 11:00 a.m. to allow prospective bidders time to review the addendum and make changes to their proposal if necessary.

Clarifications to questions submitted during the pre-proposal conference:

1. **QUESTION:** Can OCFA provide the specific P.O.S.T requirements for the Arson Investigator position?

RESPONSE: P.O.S.T requirements for the Arson Investigator position can be found at the following CA.GOV website link:

<https://www.post.ca.gov/background-investigation-manual-guidelines-for-the-investigator>

2. **QUESTION:** Will OCFA provide a template for the executive summary report?

RESPONSE: OCFA does not have a current template to provide. We will work directly with the awarded vendor on establishing the requirements for the executive summary report template.

3. **QUESTION:** Does section 4.9 General Responsibilities of the Successful Offeror, page 23 apply to this RFP?

RESPONSE: The language included in section 4.9 does not apply to this RFP and shall be removed from the final contract.

4. **QUESTION:** Should the estimated pricing for years 2 & 3 be provided with the proposal.

RESPONSE: Yes, please include the estimated pricing for optional years 2 & 3 with your proposal submission under the "additional information you would like OCFA to consider" section on page 33 of the RFP.

Clarifications to questions submitted during the pre-proposal conference:

1. **QUESTION:** Section 2.2.3.11. Requires that executive summaries must be presented for approval by the OCFA prior to commencement of the investigation. What is contained in an executive summary that is done BEFORE the investigation?

RESPONSE: Executive Summaries are to be provided upon completion of the investigations. Please note the following change to section 2.2.3.11:

"Prepare an executive summary for each investigation intended to be used by the OCFA for employment purposes only. Each executive summary must include a cover sheet explaining the accuracy of the information. Such summaries must be presented for approval by the OCFA ~~prior to commencement~~ upon completion of the investigations."

2. **QUESTION:** Similarly, Section 2.2.3.13 requires that executive summaries be provided within 30 - 60 days from the commencement of the investigation. Is that also BEFORE the investigation commences?

RESPONSE: Executive Summaries are to be provided within 30 – 60 days from the date the investigation service was requested.

3. **QUESTION:** Will the applicants, not including the Arson Investigator, complete and submit a P.O.S.T Personal History Statement such as the application for Dispatcher? These are very helpful in this process and are very familiar to the Background Investigator.

RESPONSE: Applicants are not required to complete a P.O.S.T personal history statement.

4. **QUESTION:** Is it a reasonable assumption and understanding that most of the 100 Safety Background Investigation Services occur in conjunction with an OCFA Full-Time Firefighter hiring process?

RESPONSE: Yes

5. **QUESTION:** If so, what is OCFA's expectations for the time period from the time the list of prospected candidates is established to the time the Background Investigations are to be completed?

RESPONSE: 6 – 8 Weeks

6. **QUESTION:** I'm completing the response to the Investigative Services RFP and saw that the "firm is FCRA certified." I'm the sole proprietor and have no employees working for me. Do I still need FCRA certification?

RESPONSE: Yes

7. **QUESTION:** Will the contract be awarded to one vendor or multiple vendors?

RESPONSE: OCFA may award one or multiple contracts depending on the results of the proposal evaluations. Vendors may choose to submit proposals to provide services for Pre-employment background investigations and/or Internal Affairs Investigations.

8. **QUESTION:** If a presentation is requested of a potential vendor, do you know approximately when the presentations would be?

RESPONSE: Interview/presentation dates, if required, are to-be-determined.

9. **QUESTION:** What is the expected turnaround time for a background investigation to be completed?

RESPONSE: Executive Summaries are to be provided within 30 – 60 days from the date the investigation service was requested.

10. **QUESTION:** For the pricing proposal, are you requesting a flat rate per background investigation?

RESPONSE: That is correct. A flat fee for each described background investigation service is desired. Please see Appendix C: Pricing Page (page 32) for additional information.

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 26th day of May, 2016, by and between the Orange County Fire Authority, a public agency, hereinafter referred to as "OCFA", and Sintra Group Professional Investigations, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to perform as-needed comprehensive pre-employment background and reference investigative services as requested in RFP JA2059, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA: (1) a proposal dated November 17, 2015, in response to RFP JA2059; and (2) a Best and Final Offer dated April 25, 2016, both of which are attached hereto as Exhibit "A" and is incorporated herein by this reference; hereinafter collectively referred to as "Proposal"; and

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

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

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

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Firm shall provide those services specified in the Firm's Proposal. The Scope of Services includes by reference and by addendum: (1) OCFA's Request for Proposal, RFP JA2059, dated October 15, 2015 ("RFP"), (2) Firm's Proposal, and (3) any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto. Firm warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Firm's Proposal and OCFA's RFP and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the RFP shall govern, in that order.

1.2 Compliance with Law.

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

1.3 Licenses and Permits.

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

1.4 Familiarity with Work.

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

1.5 Care of Work.

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

1.6 Additional Services.

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

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Firm is an essential condition of this Agreement. Firm shall prosecute regularly and diligently the work of this Agreement according to the schedules set forth in Firm's proposal. Firm shall not be

accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Firm. Delays shall not entitle Firm to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF FIRM

3.1 Compensation of Firm.

For the services rendered pursuant to this Agreement, Firm shall be compensated and reimbursed, in accordance with the terms set forth in Exhibit "A". These services will be billed for each pre-employment background investigation completed per the flat rate fees provided in Exhibit "A". The initial contract amount will be \$125,000. There is no obligation on OCFA's part to assign any minimum number of projects to Firm, nor will Firm be the exclusive provider of these services to OCFA, so there is no minimum compensation guaranteed pursuant to this agreement.

3.2 Method of Payment.

In any month in which Firm wishes to receive payment, Firm shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Director of Finance, an invoice for services rendered prior to the date of the invoice. OCFA shall pay Firm for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Firm's invoice. There is no obligation on OCFA's part to assign any minimum number of projects to Firm, nor will Firm be the exclusive provider of these services to OCFA, so there is no minimum compensation guaranteed pursuant to this agreement.

3.3 Changes.

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

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

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

3.4 Appropriations.

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement.

If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence.

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

4.2 Schedule of Performance.

All services rendered pursuant to this Agreement shall be performed within the time periods prescribed in Firm's Proposal. The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

4.3 Force Majeure.

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

4.4 Term.

This agreement shall continue in full force and effect for one year (initial term) unless earlier terminated in accordance with Section 8.5 of this Agreement. The contract may be renewed up to two (2) additional one-year terms upon mutual agreement between OCFA and the Firm.

5. COORDINATION OF WORK

5.1 Representative of Firm.

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

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal is a substantial inducement for OCFA to enter into

this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Firm without the express written approval of OCFA.

5.2 Contract Officer.

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

5.3 Prohibition Against Subcontracting or Assignment.

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

5.4 Independent Contractor.

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

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance.

Firm shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Firm's performance under this Agreement. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days written notice to OCFA of any proposed cancellation. OCFA's certificate evidencing the foregoing and designating OCFA as an additional named insured shall be delivered to and approved by OCFA prior to commencement of the

services hereunder. The procuring of such insurance and the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Firm's obligation to indemnify OCFA, its Firms, officers and employees. The amount of insurance required hereunder shall include comprehensive general liability, personal injury and automobile liability with limits of at least one million dollars (\$1,000,000) combined single limit coverage per occurrence and professional liability coverage with limits of at least one million dollars (\$1,000,000). Coverage shall be provided by admitted insurers with an A.M. Best's Key Rating of at least A-VII. If Firm provides claims made professional liability insurance, Firm shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Firm's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Firm's services under this Agreement. The Firm shall also be required to provide evidence to OCFA of the purchase of the required tail insurance or continuation of the professional liability policy.

6.2 Indemnification.

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

7. RECORDS AND REPORTS

7.1 Reports.

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

7.2 Records.

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

7.3 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Firm in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the

termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents.

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

8. ENFORCEMENT OF AGREEMENT

8.1 California Law.

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

8.2 Waiver.

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

8.3 Rights and Remedies are Cumulative.

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

8.4 Legal Action.

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

8.5 Termination Prior to Expiration of Term.

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

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

8.6 Termination for Default of Firm.

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

8.7 Attorneys' Fees.

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

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees.

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

9.2 Covenant Against Discrimination.

Firm covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status,

national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality.

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

10.2 Notice.

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

Orange County Fire Authority
Attention: Debbie Casper
1 Fire Authority Road
Irvine, CA 92602

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

To Firm:

Sintra Group
Attention: Steve Bowman
6085 King Drive, Suite 103
Ventura, CA 93003

10.2 Integrated Agreement.

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

10.3 Amendment.

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

10.4 Severability.

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

10.5 Corporate Authority.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

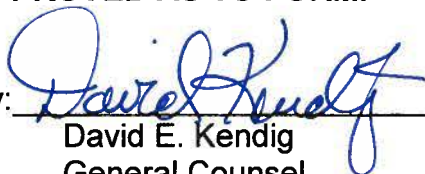
"OCFA"

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____
Jeff Bowman, Fire Chief

APPROVED AS TO FORM.

By:  _____
David E. Kendig
General Counsel

ATTEST:

Sherry A.F. Wentz
Clerk of the Board

Date: 6/15/16

"FIRM"

Sintra Group

Date: 6/8/2016

By:  _____
Steve Bowman
Owner

EXHIBIT A

- (1) SINTRA GROUP PROFESSIONAL INVESTIGATIONS PROPOSAL DATED
NOVEMBER 17, 2015**
- (2) BEST AND FINAL OFFER DATED APRIL 25, 2016**



Is pleased to submit our proposal to the:

ORANGE COUNTY FIRE AUTHORITY

REQUEST FOR PROPOSAL (RFP # JA2059)

for

Investigative Services



November 17, 2015

James Aguila, Assistant Purchasing Agent
OCFA Purchasing Department

Dear Mr. Aguila:

A-1. Identification of Proposer

My name is Steve Bowman and I am the owner of Sintra Group Professional Investigations. My office is located at 6085 King Drive, Suite 103, Ventura, CA 93003. My telephone is (805) 658-5655 and fax line is (805) 650-8542. I can be reached by email at sbowman@sintragroup.com.

A-2. Executive Summary of the Offeror's understanding, approach and strategy

I understand that the OCFA is seeking to find a firm to provide pre-employment background investigations for your personnel, as well as investigators trained in public safety Internal Affairs and employee grievance investigations. My firm has been providing these services to agencies throughout California for nearly fifteen years. My investigators are all honorably retired peace officers with at least twenty-five years of law enforcement experience.

We utilize a team approach to conducting and completing background investigations. I have more than fifteen investigators located throughout the state to conduct the necessary in person interviews near the applicant's residence when convenient. As soon as the initial interview is completed a clerical team starts building the final report, checking with those courts in the counties where the applicant has lived, worked or gone to school to check for civil suits, criminal convictions and family law actions. We also check the applicant's social networking footprint to determine how she/he presents herself/himself in that arena. Meanwhile investigators are conducting telephonic interviews or in-person visits to prior public safety employer(s). All of this information is collated and reviewed by a senior, trained investigator to insure the report is complete.

For Internal Affairs and employee grievance investigations we utilize only investigators who have recently attended one or more POST Internal Affairs training seminars and conducted these types of investigations during their career. Interviews are recorded

and transcribed for inclusion in the file and the final work product is reviewed for thoroughness by an independent investigator trained in these types of investigations.

A-3. Proposal to remain valid for 180 days

I understand that this proposal shall remain valid for not less than one hundred eighty days from the date proposals are due.

Sincerely,

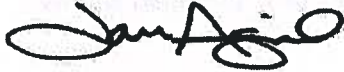
A handwritten signature in black ink that reads "Steve Bowman". The signature is written in a cursive style with a large, stylized "S" and "B".

Steve Bowman, Owner

IMPORTANT: If you have submitted a proposal before this addendum was issued, your proposal will be invalidated. After you have reviewed the addendum, you must resubmit your proposal acknowledging receipt of this addendum through PlanetBids.

Thank you for your interest in doing business with OCFA.

Best Regards,



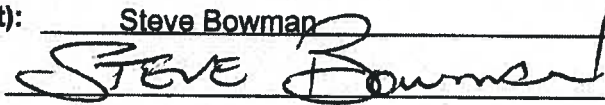
James Aguila
Assistant Purchasing Agent

IMPORTANT: If submitting a hard copy paper proposal, Please sign below and return this document with your proposal as confirmation of receipt of Addendum 1.

Company Name: Sintra Group

Representative Name (print): Steve Bowman

Representative signature:





B. STATEMENT OF QUALIFICATIONS

B-1. Demonstrated Authorization to perform specified services.

Sintra Group is a licensed private investigation firm, (California PI License 23147). The owner, Steve Bowman, is an attorney at law licensed to practice in California, (State Bar 220016). Sintra Group personnel are encouraged to regularly attend the California Background Investigators Association annual training conference and many do; Steve Bowman has attended nearly every conference since 2001. Eleven Sintra Group investigators attended the POST Background Investigation update course held in Palm Springs in August 2015. Steve Bowman has attended this course every three years, as well as continuing to attend the POST Background Investigations for Commanders course on a regular basis. He also meets with the local POST auditor at least once per year to discuss our final work product and changing POST regulations and requirements. The firm has a formal manual detailing our procedures and the legal reasons why and how the information must be documented.

Sintra Group complies with the mandates of the Fair Credit Reporting Act, (FCRA), and the California Independent Credit Reporting Agency, (ICRA), requirements set forth in Civil Code 1786. Every applicant signs disclosure forms acknowledging they were made aware of their rights under FCRA and ICRA.

B-2. Firm Profile

Sintra Group is a sole proprietorship owned by Steve Bowman. The company was initially formed as a partnership in July, 2002; the other original partners have either retired or passed away. Since then the firm has specialized in performing Public Safety Background Investigations, Internal Affairs Investigations, Employee Grievances, Hostile Work Environment Investigations and criminal investigations. All Sintra Group personnel are subcontractors; the firm has no employees. All of the investigators are licensed Private Investigators and carry their own Errors & Omissions and General Liability insurance policies.

Sintra Group currently has investigators based in Ventura, Orange, San Diego, Santa Barbara, Santa Clara and Kern Counties. Every one of the Sintra Group investigators was individually recruited and selected by Steve Bowman for the investigator's professional reputation, work ethic, work product and diligence.

Sintra Group currently contracts with three licensed, experienced polygraph operators who are current or retired law enforcement investigators and have been conducting public safety polygraph examinations for many years. They are located in Los Angeles and Ventura County and are available to assist as needed.

B-3. Firm's Experience

The owner of Sintra Group, Steve Bowman, is a retired Assistant Police Chief who spent twenty-eight years with the Ventura Police Department. As the Assistant Chief overseeing the Services Division it was his responsibility to manage the recruitment and background investigation functions for the department, as well as to review and make recommendations on potential Police Department employees. Mr. Bowman holds a Bachelor of Science degree in Administration of Justice from California Lutheran College and obtained his law degree from the Ventura College of Law. He is licensed to practice law in California, (State Bar #220016).

During the past thirteen years Mr. Bowman has conducted, supervised, written and/or reviewed more than one thousand background investigations, including City Managers, Police Chiefs, Fire Chiefs, Police Officers, Public Safety Dispatchers and a variety of other public safety positions. Mr. Bowman has been a member of the California Background Investigators Association (CBIA) since 2002 and attends their annual training conference every year. He belongs to the Council of International Investigators, a worldwide network of professionals; members of this organization are required to submit to and pass a comprehensive background investigation. As part of this group Mr. Bowman has conducted investigations for agencies outside the USA and used the group's members to assist in local investigations that extended to Europe and Southeast Asia. He is currently a member of the California State Bar and Ventura County Bar Association. Mr. Bowman has attended four POST Background Investigator Update courses, three POST Background Investigations for Commanders courses and thirteen CBIA Training Conferences, as well as a number of CBIA quarterly training sessions.

Sintra Group has provided Internal Affairs and employee grievance investigations for a number of California public safety agencies. Please see attached list for specific contact information (Appendix B).

B-4. Identify Subcontractors

The Sintra Group has a seasoned diverse pool of investigators which includes both male and female investigators. We have two investigators who are bilingual in Spanish, and have contacts to assist in translating Mandarin Chinese, Thai, Punjabi, Hindi and other languages.

Sintra Group personnel include:

- **Bob Bowman**

- Mr. Bob Bowman is a licensed private investigator in California with more than twenty-five years of law enforcement experience with the Oxnard Police Department (OPD), Ventura Police Department, Fillmore Police Department, Arizona Department of Revenue and the Ventura County Sheriff's Office (VCSO). While working at OPD Bob was also a Report Writing Instructor at the Ventura County Police and Sheriff's Academy for four years. While at the VCSO he was responsible for Asset Forfeiture investigations involving organized crime and major narcotics dealers; during this tenure he accrued more than three hundred hours of investigation training from the California District Attorneys Association. He has conducted more than eighty-five background investigations for Sintra Group during the past five years. He has also attended forty-eight hours of Background Investigation training from the California Background Investigators in the past four years. Steve Bowman recruited Bob into law enforcement in 1977. Steve and Bob are brothers. Bob is a background investigator.

- 6085 King Drive, Suite 103, Ventura CA 93003
- (805) 651-0776
- bbowman@sintragroup.com

- **Ben Chavez**

- Mr. Ben Chavez is a retired Oxnard Police Department Sergeant with twenty-eight years of experience, including supervision of the Professional Standards Unit conducting Internal Affairs investigations. He is a licensed private investigator and has been conducting background and internal investigations for Sintra Group since his retirement four years ago. In the past four years he has attended four CBIA annual conference training sessions, two quarterly CBIA training sessions and one POST Background Investigation Update course. He has conducted more than one hundred sixty public safety background investigations and has conducted Internal Affairs and employment-related investigations for other Ventura County law enforcement agencies. Ben speaks Spanish fluently. Steve Bowman recruited Ben in 2011 to join Sintra Group, where he has worked continually since. Ben is a background investigator and conducts Internal Affairs investigations. He again attended the POST Internal Affairs course in 2015.

- 6085 King Drive, Suite 103, Ventura CA 93003
- (805) 512-6898
- Benchavez2339@gmail.com

- **Ron Cook**

- Mr. Ron Cook is a licensed private investigator who retired from the Ventura County Sheriff's Department as a sergeant, following a thirty-year career that included assignments as the Academy Sergeant and supervision of the Intelligence Unit. Ron has conducted more than three hundred public safety background investigations and has been a member of the California Background Investigators Association for the past decade, where he regularly attends their annual training sessions. He has also attended two POST Background Investigation update training sessions. Ron was one of the original owners of Sintra Group in 2002, retired in 2004 but returned in 2005 and has been an investigator since that time. Ron was on the Academy Staff when Steve Bowman attended there in 1975 and the two worked together as police officers until forming Sintra Group. Ron is a background investigator.

- 6085 King Drive, Suite 103, Ventura CA 93003
- (805) 339-9672
- rcook@sintragroup.com

- **Danny Dunbar**

- Mr. Danny Dunbar is a licensed private investigator who is also a retired Simi Valley Police Department sergeant. During his 27 years with SVPD, he spent more than twelve years directly supervising and/or conducting background investigations. After retirement he conducted Public Safety Background Investigations for the Los Angeles City Fire Department, Los Angeles Police Department, Los Angeles Airport Police and Los Angeles Port Police for three years. He has conducted or been personally/significantly involved in well over 600 public safety background investigations in his career, and has been subcontracting for Sintra Group for the past four years. He has attended the POST Background Investigation training course on multiple occasions. Steve Bowman and Danny worked Narcotics Enforcement together in the late 1980's. Danny was recruited for Sintra Group following his retirement from Los Angeles City Fire Department in 2010. Danny is a background investigator.

- 6085 King Drive, Suite 103, Ventura CA 93003
- (805) 501-5748
- dannyinv@aol.com

- **Charles Hookstra**

- Mr. Chuck Hookstra has been a licensed private investigator for the past seven years, following a thirty-two year career with the Oxnard Police Department where he retired as an Assistant Police Chief. Chuck holds a Bachelor of Science degree in Psychology. He has conducted more than seventy-five public safety background investigations, including those for the Police Chief and Fire Chief for

the City of Oxnard and similar positions in other Southern California public safety agencies. He has also conducted Internal Affairs and other employment-related investigations for the cities of Oxnard, Santa Barbara, La Puente, El Monte and Burbank, as well as for the University of California, Santa Barbara, and California State University, Channel Islands. Chuck has attended a number of training sessions and conferences of both PICA and CALI and is a member of the California Association of Workplace Investigators; he has also attended the POST Background Investigation and Commanders courses. Chuck is bilingual in English and Spanish. Steve Bowman and Chuck began working together as police officers in 1979 and Chuck was recruited in 2008 following his retirement from Oxnard Police Department. Charles is a background investigator and conducts Internal Affairs investigations. He again attended the POST Internal Affairs course in 2015.

- 6085 King Drive, Suite 103, Ventura CA 93003
- (805) 207-4741
- chookstra@sintragroup.com

- **Paul Kollinzas**

- Mr. Paul Kollinzas is a licensed private investigator who retired in 2011 after twenty-five years of law enforcement and investigation experience. He served with the Santa Clara County Sheriff's Department, Santa Barbara County Sheriff's Department and Ventura County District Attorney's Office, where he was assigned as a Major Crimes investigator. He currently volunteers with the Santa Barbara County Sheriff's Department as a cold case investigator and is a California Certified Child Forensic Interview Trainer. One of Sintra Group's newest members, Paul has already conducted more than twenty public safety background investigations in the past two years. Paul was recruited by Steve Bowman in 2012 following his retirement from the District Attorney's Office. Paul is a background investigator.

- 6085 King Drive, Suite 103, Ventura CA 93003
- (805) 482-8597
- pkollinzas@gmail.com

- **Peter Ruggiero**

- Mr. Peter Ruggiero is a licensed private investigator who retired from law enforcement after a 24-year career as a peace officer and investigator for the Oxnard Police Department, U.S. Naval Investigative Service, San Diego Harbor Police and San Diego School District Police. Peter is currently a member of the California Background Investigators Association and the Association of Workplace Investigators. He has attended two POST Background Investigation courses, as well as three training symposiums presented by the California Background Investigators Association. Peter lives in the San

Diego area and conducts interviews, file reviews and other necessary tasks in Imperial, Riverside and San Diego counties for Sintra Group, reducing the amount of travel time to accomplish these tasks. Steve Bowman met Peter when he attended the Police Academy and recruited him in 2012. Peter is a background investigator and conducts Internal Affairs investigations. He attended the POST Internal Affairs course in 2015.

- 6085 King Drive, Suite 103, Ventura CA 93003
- (858) 382-6540
- pete@pjrpi.com

- **Kathy Shatz**

- Ms. Kathy Shatz is a licensed private investigator who retired from the Simi Valley Police Department in 2011 after more than nineteen years as an investigator, including conducting more than forty background investigations for sworn and civilian personnel. She holds a Bachelor of Science degree and has attended the POST Background Investigation Class. She has been working with Sintra Group for more than a year; to date she has participated in more than twenty public safety background investigations for our clients. Steve Bowman recruited Kathy in 2013 following her retirement from Simi Valley Police Department. Kathy is a background investigator.

- 6085 King Drive, Suite 103, Ventura CA 93003
- (805) 404-9386
- knsinvestigations@att.net

- **Tom Twellman**

- Mr. Tom Twellman retired in 2004 as a Captain from the Orange County Sheriff's Department where he managed the Professional Standards Unit for several years. He spent the next ten years working in the Background Investigations Unit assisting with Peace Officer pre-employment investigations. Tom has attended the POST Background Investigation course and several update courses. Tom lives in Orange County and handles necessary interviews and file reviews in that area, minimizing the travel time needed for Sintra Group investigations. Tom has been a licensed private investigator for more than a decade. Tom had met with Steve Bowman on those occasions when he visited Sintra Group conducting investigations for the Orange County Sheriff's Department several years ago. He was recruited in 2014 when he retired from that Department. Tom is a background investigator.

- 6085 King Drive, Suite 103, Ventura CA 93003
- (949) 923-10471
- twellman@sintragroup.com

- **Michael Van Atta**

- Mr. Michael (Mike) Van Atta retired in 2014 following a thirty-year career with the Oxnard Police Department and Ventura Police Department; in Mike's last assignment he served as a sergeant in the Detective Bureau. Mike has completed more than fifteen public safety background investigations for Sintra Group and is scheduled to attend the POST Background Investigator Course and CBIA Training Conference later this year. Mike is also a licensed private investigator. Steve Bowman worked with Mike at the Ventura Police Department for fifteen years and recruited him when he retired from Oxnard Police in 2014. Mike is a background investigator and conducts Internal Affairs investigations. He attended the POST Internal Affairs course in 2015.
- 6085 King Drive, Suite 103, Ventura CA 93003
- (805) 340-3700
- Mike5047@gmail.com

- **David Wysuph**

- Mr. David Wysuph is a licensed private investigator and retired San Jose Police Department Sergeant. David served thirty-two years as an investigator and/or supervisor in the Traffic Enforcement, Field Training Officer Program, Night General Crimes Investigator (Robbery/Homicide Unit), Vice, Narcotics, Stalking and Domestic Violence units. David attended the POST Background Investigation course and is a member of CBIA and has attended their annual conference. He's also a member of the California Association of Licensed Investigators and attended their annual training conference last year. In the past three years David has completed more than seventy-five public safety investigations for Sintra Group. He lives in the San Jose area and conducts interviews, file reviews and other necessary tasks in Northern California for Sintra Group, reducing the amount of travel time to accomplish these tasks. He also conducts telephone interviews and computer searches on applicants from Southern California. David and Steve were instructors together at the POST Vice Investigators Course held four times annually in San Jose for more than twenty-five years. David was recruited for Sintra Group following his retirement from San Jose Police Department. David is a background investigator but plans to attend the POST Internal Affairs Course in 2016.
- 6085 King Drive, Suite 103, Ventura CA 93003
- (408) 656-9169
- dbw1696@gmail.com

- **Ron Whitney**

- Mr. Ron Whitney is a licensed private investigator who retired as a

Commander from the Oxnard Police Department in 2014. Ron served for more than thirty years as an investigator and supervisor in Narcotics Enforcement, Patrol and the Special Weapons Team. Ron has attended the POST Internal Affairs course and Background Investigators Course. Steve Bowman taught Ron in the police academy and they worked together as Narcotics Investigators. Ron is a background investigator and conducts Internal Affairs investigations. Steve recruited Ron in 2014 following his retirement.

- 6085 King Drive, Suite 103, Ventura CA 93003
- (805) 816-4881
- rwhitney@sintragroup.com

B-5. Project Manager

Mr. Steve Bowman will serve as the Project Manager. His role is to manage the various functions of the firm, provide oversight and quality control of the final work product. Due to the fact that Sintra is a sole proprietorship, Mr. Bowman's qualifications, education and experience are the same as the firm's experience detailed in section B-3 above.

B-6. Staff's Experience

This information is provided in detail in Section B-4, above.

B-7. Arbitration/Court testimony

All of the Sintra Group personnel are experienced police officers with extensive experience as trial witnesses. All are available and willing to attend hearings and testify truthfully and professionally as needed.

The Orange County Fire Authority agrees to compensate Sintra Group, at the agreed upon rates, for any hearing or court appearances or depositions prior to, or subsequent to, the completion of the investigation, whether under order of subpoena or not and regardless of the party requesting the appearance. If any testimony or deposition regarding this matter, or any matter related to this investigation, the fee will be **\$120 per hour, per investigator, plus expenses, with a four-hour minimum per investigator, per day.** There will be no charge for mileage within one hundred (100) miles of the Sintra Group office in Ventura, CA, or Orange County Fire Authority Headquarters, Irvine, CA, whichever is closer; mileage for distances beyond that 100-mile radius will be charged at the current IRS mileage reimbursement amount at the time of travel and will be charged from portal to portal. Any travel-related costs, such as hotels, airfare, rental cars and rental car fuel reimbursement, will be passed on to the client at the actual costs incurred. Per Diem fees for meals during these times will be set at actual costs, not to exceed \$75 per investigator, per day.

Sintra Group is not responsible for court delays or cancellations; the above described hourly rate will be charged for the appearance of the Sintra Group member at the hearing or deposition site, whether or not any actual testimony or deposition is given.



C. APPROACH

C-1. Project Management

Mr. Steve Bowman tracks all of the open cases and workload of each investigator. Investigators are given a due date for the completed reviews and interviews and the clerical construction of the file is occurring while these interviews are pending. Each file has a checklist of tasks to be performed and those assigned to complete these. Final reports can be transmitted by email to the Agency Representative so that initial hiring decision might be made prior to the submission of the completed binder. Reports are typically submitted as they are completed, rather than as a complete unit, to simplify the workload for the reviewing Agency Representative.

C-2. Background Investigations

Sintra Group organizes our workload in a team approach. Cases are assigned based on current workload and the residence of the applicant; we try to use the investigators closest to the applicant to conduct the initial Personal History Statement (PHS) interview and any in-person contacts which need to be made. Once the interview is complete clerical personnel begin summarizing the PHS; sending out required letters to agencies where the applicant has applied, lived, worked or attended school; conducting checks with courts in those same areas for convictions, civil litigation or family cases; conducting public records searches for other litigation, bankruptcy or civil liens on the applicant; and, even though we asked the applicant in the PHS interview for their social networking accounts, making an additional search for the applicant's social networking footprint. Meanwhile, an investigator is assigned to make all of the contacts with references, relatives, landlords and coworkers; we try to do as many of these by telephone unless a face-to-face interview appears necessary. In-person neighborhood checks, typically for the past two years, are assigned to the investigator(s) living closest to the applicant. The final report, summarizing all of the POST-mandated areas, is reviewed by either Mr. Bowman or a Sintra Group supervisor to insure the report is complete and thorough.

Sintra Group is assigned a background investigation following the written testing and physical agility test. We recommend that the agency also have some sort of Oral Board interview/examination, or at least a one-on-one screening interview with the applicant, to insure the applicant meets the Department's minimum standards. The Department should have already subjected the applicant to a LiveScan check and requested

information from the State of California and United States Department of Justice databases concerning the applicant's legal ability to serve as a Peace Officer.

The applicant is provided with a link to the POST Personal History Statement, (PHS), a notarized waiver form and a list of required documents by either Sintra Group personnel or Agency Staff. A Sintra Group investigator will schedule a meeting with the applicant to review the PHS and collect all of the original documentation. In this recorded interview, the investigator goes over the original PHS line by line, insuring that the applicant understood the questions and the answers provided are clear and complete. This interview is used to develop additional information that may not have been included in the PHS and to identify any potential discrepancies in the applicant's statements; often the applicant is directed to provide a written statement of circumstances that might lead to further investigation or disqualification. All original documents are stamped and initialed, verifying that the original document was viewed by the investigator. The investigator will make copies of these, (e.g., birth certificate, naturalization certificates, Social Security Card, driver's license, car insurance, military discharge, etc.). The document copies are collated in a three-ring binder using POST dividers to separate the information into required categories.

As part of this interview the applicant is required to sign a number of forms for Sintra Group, mandated by the California Civil Code (ICRA) and Fair Credit Reporting Act (FCRA), informing them of our identity and the scope of the investigation. An inspection of the applicant's vehicle is made at this time to determine if the applicant complies with common Vehicle Code requirements, (such as current registration, tinted windows, license plates and tabs, bald tires and required mirrors); violations such as provide evidence of the applicant's maturity, decision-making, respect for the law and may prove valuable to the psychologist in his/her examination. The applicant is photographed at this time; the picture may be necessary for identification in future interviews. A description of the applicant's tattoos is taken, with photographs taken of these if necessary, (either by the investigator or the applicant, depending on the nature and location of the images), if it appears the image(s) may conflict with Department policy or contain subject matter that may be gang-related. The applicant is also directed to disclose and open all social networking sites for examination by the investigator.

Labor Code 1024.5 prohibits agencies from obtaining a credit report on Fire Service applicants; thus, the only financial information obtained is from the questions on the PHS. For Peace Officer applicants Sintra Group requires the applicant, during the PHS interview, to provide the necessary information to obtain a credit report from one of the three Credit Reporting Agencies, (Equifax, Experian and Trans Union). We utilize www.annualcreditreport.com, a website mandated by law to provide this information at no cost directly to consumers. If the applicant for any reason is not eligible for a free report it will be their responsibility to purchase a copy of the report that the investigator can receive directly from the Credit Reporting Agency to insure the report is complete and unedited. The credit report will be discussed with the applicant and summarized in the final report.

Following the interview, the assigned investigator begins making telephone contacts to references, current and former supervisors/coworkers and relatives. These contacts are prioritized, with those persons or areas most likely to result in a disqualification being contacted first. Standardized questionnaires based on the POST Background Investigation Manual are used to insure the areas covered are job-related and do not constitute forays into protected areas, such as American with Disabilities Act limitations. These forms have a minimum of "yes/no" questions because they are intended to seek descriptive answers regarding the applicant's behavior. Neighborhood checks are typically not made for Fire Service personnel who will not be Peace Officers. For those who are the investigator usually makes an in-person check of the applicant's residence and attempts to interview nearby neighbors; if these residents are not home questionnaires are mailed to those nearby residents to obtain the necessary information without the need for repeated travel costs. A digital photograph of the applicant's residence is taken whenever practical and included in the file; this is for the POST auditor who, when later inspecting these files, can see a personal visit was made. While most of these interviews are conducted by phone for peace officer applicants it is preferred to contact the applicant's spouse/significant other in person to insure complete, accurate information is obtained regarding any acts of prior domestic violence and the applicant's anger management behavior.

As part of the investigation letters may be prepared and mailed to the Police and Sheriff's Departments in every area where the applicant has lived, worked or attended school as an adult; self-addressed stamped envelopes are included, to be returned directly to the Department. For Peace Officer applicants this procedure is done pursuant to POST regulations. However, many law enforcement agencies mandate that non-law enforcement agencies, (e.g., Fire Departments), must pay an administrative fee for the records provide, and these fees can be as much as \$75 per search. It also must be noted that Labor Code 432.7(a) states "No employer, whether a public agency or private individual or corporation, shall ask an applicant for employment to disclose, through any written form or verbally, information concerning an arrest or detention that did not result in conviction." Thus, it may follow that an agency should not consider conduct that did not result in a conviction so the information provided might not be useful in making a hiring decision. Sintra Group does have staff that are trained and experienced in preparing these types of letters for Peace Officer applicants, which will be done for these applicants. If OCFA desires these letters be prepared for all positions we can easily perform this task and add the cost of these searches to the investigation invoices.

Sintra Group personnel checks online Superior Court databases for every county where the applicant has lived, worked or gone to school to determine any unreported convictions, civil litigation or family law actions. A Public Record Database Search is conducted to verify the applicant's Social Security Number, professional licenses, prior bankruptcies, prior tax liens or civil judgments, prior email addresses used and/or other applicable information. The prior email addresses are used to check for additional social networking sites that the applicant may not have disclosed in the PHS interview. The department representative is updated immediately if specific negative information is located which might result in the disqualification of the applicant. Sintra Group's goal is

to provide pertinent information to the agency which might merit a disqualification as quickly as possible to minimize costs. Sintra Group requires applicants to obtain and provide a copy of their ten-year driver's history from the Department of Motor Vehicles (DMV) detailing prior citations, collisions, DMV actions and prior suspensions.

If the applicant is currently employed by another public safety agency we utilize a lateral waiver, informing him/her that negative information found during this investigation may be turned over to the applicant's current agency. Quite often, an applicant seeking to "escape" his/her current agency due to negative or disciplinary issues will decline to sign this waiver, resulting in the immediate cessation of the investigation. In the case of applicants who are either now working, or have worked, in a public safety agency, or have been the subject of a public safety background investigation, (whether or not the applicant was hired), an in-person review of the applicant's Personnel File is highly recommended. If the agency to be contacted is outside the immediate area we inform the Department of the need for this type of investigation and the number of agencies and locations to be visited. The agency then has the discretion to halt the investigation if it appears the amount of travel time and files to be reviewed are excessive. As noted in section "C", we have Sintra Group members in San Jose, Orange County, Kern County and San Diego to conduct these inspections at a reduced travel cost. The Sintra Group members who live outside the Ventura County area are the first ones assigned to applicants living nearby to minimize the travel time and inconvenience for the applicant. If a trip is necessary, and the applicant lives in or near the target location, the neighborhood canvass is done at the same time to minimize the number of trips and travel-related costs.

Once the investigation has been completed, a final summary report is completed that includes the following sections: personal information, family history, current work history, prior work history, education, military/selective service history, credit history, driving and criminal history, drug history, references, neighbor/landlord history, drug history, polygraph examination results and other public safety agency file reviews. Those areas that could be considered as grounds for potential disqualification are clearly enumerated and highlighted if the Department prefers. The individual documents and questionnaires are filed within the categories marked by the POST dividers and submitted to the Department. A scanned copy of every document Sintra Group possessed will be placed on a CD-ROM for the Department's permanent storage, either after disqualification or after the POST Audit is conducted. Sintra Group does not make any recommendations regarding a candidate's suitability for hire, but will provide answers to any questions asked by Department Staff.

Background Investigations of Department Head and management personnel require a different skill set. Sintra Group has four investigators who were Captains or Assistant Chiefs with experience at the executive level. These are the only personnel to handle the in person interviews and file reviews for these high-level position. The questionnaires for these interviews are different from entry level or lateral personnel, with questions directed towards the applicant's management style, ability to work as part of a management team and working relationships with minorities and the opposite

gender. These investigations must be completed quickly because both the hiring agency and the applicant's current employer need to plan for quick transitions if a job offer is made and accepted. Sintra Group has managed to finalize these investigations within two weeks, although possibly without receiving transcripts or original documents. We make in person interviews with the applicant's direct report, administrative assistant(s), subordinate managers, Association president or representative, line-level personnel and other City/County division or department heads; we also contact the adult relatives, personal references and strive for secondary references as well. The difference in the hourly rate for these investigations is because of the short timeframe with little or no advance notice, as well as the use of more experienced personnel. These cost estimates for these are based on the investigation time and do not include travel costs.

Background Investigations on clerical or support personnel utilize the same questionnaires and procedures used for Fire Service personnel and Peace Officer applicants. The Agency has the discretion to decide the depth of the investigation, based on the sensitivity of the position, and the hourly rate can vary widely.

"As Needed" services, while a minor portion of this process, are typically not difficult or expensive. The only caveat on these is the location of the files, which may or may not be easily accessible and require travel and costs mandated by the providing agency. Credit checks for Finance or Management personnel are usually completed during the PHS interview and typically do not require additional costs. The costs for obtaining Court files can vary depending on the amount of time the investigator is forced to wait while copies are made; we have recently had two searches like this that resulted in files of more than one thousand pages. Sintra Group evaluates whether it is more advantageous and less expensive to use our personnel or a professional court document delivery service to obtain the copies and will check with the agency prior to using such a service.

C-3. Internal Affairs Investigations

IA investigations do not lend themselves as well to a strict formula, as Background Investigations do, because each one has its own unique attributes. Typically, the first step is for the Agency to brief the investigator on the nature of the allegations. Sintra Group recommends that the Agency extend the Peace Officer Bill of Rights (POBOR) or Firefighter Bill of Rights (FBOR) to all agency employees; the two are extremely similar and the extension of these do not prejudice an investigation. Both statutes set forth conditions for the investigation that provide an air of fairness and objectivity during the investigation, as well as courteous treatment for the accused personnel. Thus, the following steps mandated by the Government Code should be taken by the investigators.

- The public safety officer under investigation shall be informed of the nature of the investigation prior to any interrogation. (*This form can be prepared either by*

Agency Staff or the investigator; if prepared by the investigator the form shall be reviewed by Agency Staff and/or legal counsel prior to delivery to the employee.)

- Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters that are likely to result in punitive action against any public safety officer, that officer, at his or her request, shall have the right to be represented by a representative of his or her choice who may be present at all times during the interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for noncriminal matters. *(It is understood that it is expected that the employee will seek legal representation. A reasonable delay will probably occur to allow for the schedule of the attorney. The Department will be advised if it appears the delay is becoming unreasonable and it may be necessary to order the employee to arrange for another representative.)*
- If prior to or during the interrogation of a public safety officer it is deemed that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights. *(It is recommended that the employee be informed of these Miranda rights prior to every interview. This admonition, as well as the Lybarger admonition, should be given by an Agency Command Staff Officer in the presence of the investigator. The Staff Officer should identify the investigator as an agent of the Agency and the employee advised to cooperate with the investigator, truthfully answer all questions and not discuss the investigation with anyone other than the employee's legal representative. The Staff Officer may then leave the interview room.)*
- If prior to or during the interrogation of a public safety officer it is deemed that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights. No statement made during interrogation by a public safety officer under duress, coercion, or threat of punitive action shall be admissible in any subsequent civil proceeding. *(This is the reason for the Miranda and Lybarger admonitions. The Internal Affairs investigation is administrative in nature, not a criminal investigation.)*
- The interrogation shall be conducted at a reasonable hour, preferably at a time when the public safety officer is on duty, or during the normal waking hours for the public safety officer, unless the seriousness of the investigation requires otherwise. If the interrogation does occur during off-duty time of the public safety officer being interrogated, the public safety officer shall be compensated for any off-duty time in accordance with regular department procedures, and the public safety officer shall not be released from employment for any work missed.
- The public safety officer under investigation shall be informed prior to the interrogation of the rank, name, and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the public safety officer under interrogation shall be asked by and through no more than two interrogators at one time.

- The interrogating session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his or her own personal physical necessities.
- The public safety officer under interrogation shall not be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to interrogations shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promise of reward shall be made as an inducement to answering any question. The employer shall not cause the public safety officer under interrogation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent.
- The complete interrogation of a public safety officer may be recorded. If a tape recording is made of the interrogation, the public safety officer shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The public safety officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports that are deemed to be confidential may be entered in the officer's personnel file. The public safety officer being interrogated shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.

All recorded interviews, unless directed otherwise by the agency, will be transcribed and made a part of the final report. The final report will consist of a summary of the allegations, the exact policies or statutes allegedly violated, a summary of the investigation process, a summary of each witness interview and a summary of the interview with the employee accused of misconduct. The investigator may provide opinions and conclusions as to whether or not there were actual violations of misconduct if directed by the Agency. Similarly, the Agency may also direct us to provide only the results of the investigation, not to include the investigator's decisions, opinions or conclusions.

C-4. Sintra Group's Unique Capabilities

What sets Sintra Group apart from other private investigation firms is the expertise, experience and investigative skills of our personnel. All of our personnel that would be involved in this contract are **honorably retired** law enforcement professionals with decades of experience in public safety and conducting investigations. Our cadre consists of law enforcement professionals, many of whom were supervisors and managers; all have exemplary reputations in their field and take the same pride in their current investigations that they had as full-time Peace Officers. We want the finest employees possible in the Fire Service, whether serving as Suppression Personnel, Arson Investigators, Dispatchers, Support Personnel or Management. We recognize

that every employee, regardless of the allegation, deserves a fair, impartial and objective investigation into all allegations of misconduct. Our goal is to assist the Orange County Fire Authority hire and retain employees who will protect their community and uphold the tradition of professionalism the Agency has spent years building. However, there will be instances where employees, all of whom are human beings and not robots, will make mistakes that may demand attention, discipline, remediation or termination; these instances demand that the investigation be conducted properly and professionally to insure there will not be any discrimination, retribution or abuse that might result in future litigation holding the agency liable.

Sintra Group personnel are dedicated to obtaining their own training to insure they are current on the legal systems involving the jobs we perform and our skills are honed to the highest possible level. The advantage to our clients is that there is no cost to them for this training; we probably attend more training than agency personnel would make because Department staffing and budget are not issues for us. We encourage each other to maintain our skills by attending training together, sharing our experience and discussing the issues we're confronting to come up with the best possible techniques and solutions. Our personnel consider themselves to still be a vital part of the public safety environment and we take pride in our efforts to make a positive difference for our clients.

By serving a wide variety of agencies in both the Fire Service and Law Enforcement, investigating a large number of potential hires and having the opportunity to look into an assortment of misconduct issues, our personnel gain more experience in these areas than most agencies with full-time staff working these cases. We conduct more than two hundred background investigations per year and are consulted on a wide array of Internal Affairs matters. Many of these IA issues have been similar in nature among our clients and our experience in dealing with Association attorneys and the nature of the investigations is shared among all of our clients.

Lastly, we are the only firm in our area that is owned and managed by a licensed attorney with extensive law enforcement management experience. While we do not provide legal advice, we do make suggestions on issues that even experienced Agency attorneys and Human Resources Directors have not encountered or considered.

C-5. Completion and Turnaround

We are extremely confident that we can complete background investigations within the eight week timeframe of this RFP. Our goal has always been to complete these within six weeks from the date of the PHS interview and, with very few exceptions we have been able to do this. The exceptions have been due to applicant issues, such as a military deployment or extensive file reviews, and the agency was aware well in advance that these type of delays were occurring. We have had as many as sixty open

files at one time and there have been a number of occasions when we were given twenty-five or more files at a time; we were still able to meet our deadlines on these occasions due to our team approach methods.

Our method when receiving large numbers of files at the same time is to conduct the PHS interviews simultaneously so that work can begin on all at the same time. We have brought as many as five interviewers to one location and can interview twenty to twenty-five applicants in a single day. This is intended to maximize the amount of time for the investigators to conduct their interviews and investigation.

C-6. Service Guarantee

We do not offer or anticipate any service guarantees. Unlike a construction job or computer installation these types of investigations require time and effort. Our experience and reputation shows that we can complete the work in a timely manner; however, as stated above roadblocks and icebergs occasionally occur. These are not on our part; rather, it is the applicant who is unavailable or unresponsive, references or coworkers who won't or don't return calls, or agencies that can't find or provide necessary files or reviews. We provide a complete, professional work product for which we charge a fair price. Our contractors deserve fair compensation for the time spent. Our performance is based on our professional reputations. Substandard performance is not acceptable out of concern for reputation in this business. We pride ourselves in our work ethics and contract performance.

Sintra Group

Professional Investigations

California PI License 23147

D. COST and PRICE PROPOSAL

Please see attached Appendix C.

APPENDIX C: PRICING PAGE

Proposal Costs – The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. This section shall include the proposed costs to provide the services as described in your proposal. Any additional fees outside the scope of the agreement must be approved by the OCFA in writing before commencing services for said fees. Vendor's RFP response must be inclusive of all costs and expenses associated with travel, lodging, and any other incidental costs. OCFA will not separately reimburse costs not included in the proposal.

Pre-employment Background Investigation Services			
Provide the firm fixed fee/cost (all inclusive) to complete each background investigation as described in the scope of work. The estimated quantities are provided only as a basis for the uniform evaluation of proposals and are not to be considered exact.			
DESCRIPTION	Estimated Annual Quantity	Unit Price	Extended Total
Basic Background – as described in 2.2.4.1 (Executive Management, Administrative Managers, Other)	5	\$ 120/hour	\$ 25,000
Safety Background – as described in 2.2.4.2 (Firefighters, Firefighter trainees, Hand Crew Firefighter, Fire Communications Dispatcher)	100	\$ 1450	\$ 145,000
California POST Background – as described in 2.2.4.3 (Arson Investigator/Peace Officer)	2	\$ 75/hour	\$ 3,750
"As-needed" Services – as described in 2.2.4.4 Worker's Compensation Claim History	1	\$ 75/hour	\$ 150
Consumer Credit Report and Financial Status	1	\$ 75/hour	\$ 75
Legal/Court Actions	1	\$ 75/hour	\$ 500
Total Estimated Annual Cost:			\$ 176,975

Internal Affairs Investigations			
Provide the fully loaded fixed hourly prices, including out-of-pocket expenses, for all costs associated with the responsibilities and related services required to complete each Internal Affairs Investigation as described in the scope of work. The estimated quantities are provided only as a basis for the uniform evaluation of proposals and are not to be considered exact.			
DESCRIPTION	Estimated # hours	Hourly Rate	Extended Total
Internal Affairs Investigations – as described in Section 2.3	250	\$ 120/hour	\$ 30,000
Total Estimated Annual Cost:			\$ 206,975

TERM OF OFFER: It is understood and agreed that this offer may not be withdrawn for a period of **one hundred eighty days (180)** from the Proposal Submittal Deadline, and at no time in case of successful respondent.

"PIGGYBACK" CLAUSE. Offeror shall indicate below if they will extend the same prices, terms, and conditions of the proposal to other public agencies: Yes XX No _____. Offeror's response to this question will not be considered in award of contract. When the Offeror extends the prices, terms, and conditions of this proposal to other public agencies, the contract shall be between Offeror and the other agencies, and the Orange County Fire Authority shall bear no responsibility or liability for the contracts.

PAYMENT TERMS: Subsequent to delivery and acceptance of delivery, the supplier must submit an invoice for payment. Invoices shall be sent to:

Orange County Fire Authority
Attention: Accounts Payable
PO Box 53008
Irvine, CA 92619

Invoices shall include the Company's Federal Tax ID#, Blanket Order #, quantity & description of the product delivered, the delivery location, date of delivery and price. Payment shall be made within thirty (30) days after receipt of accurate invoice. Invoices are to be submitted in arrears for goods provided. OCFA will endeavor to honor any "prompt payment discounts" when appropriately earned. Payment discounts must be clearly indicated in the bid submission. Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date OCFA's warrant is mailed.

PROMPT PAYMENT DISCOUNT TERMS:

Discount for payment of invoice within **20 days** of receipt is: 0 %. Payment discounts of 20 or more days will be considered in award of proposal.

ANY ADDITIONAL INFORMATION YOU WOULD LIKE OCFA TO CONSIDER.

Our proposal is for our costs for remain the same for Year 1 and Year 2 of this contract. Our prices would rise to \$1500 for background investigations, \$125 per hour for Department Head and Internal Affairs investigations, and \$80 per hour for all other investigations.

We feel our pricing is extremely competitive and choose not inflate our rates to compensate for an early payment discount.

Sintra Group

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E. LIST OF REFERENCES

See Appendix B.

A complete list of Sintra Group current clients is attached.

APPENDIX B: REFERENCES

Describe fully at least three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if needed. OCFA reserves the right to contact each of the references listed for additional information regarding their experience with your company.

Customer Agency Name	University of California, Santa Barbara, Police Dept.
Contact Individual & Title	Chief Dustin Olson
E-mail/Telephone number	Dustin.Olson@police.ucsb.edu/805.893.4151
Scope of Services	Twenty Background Investigations and three Internal Affairs Investigations in the past twelve months
Project Completion Date & Value	11/15/2015 \$73, 496
Customer Agency Name	Long Beach Fire Dept.
Contact Individual & Title	Asst. Chief David Segura
E-mail/Telephone number	DavidSegura@longbeach.gov 562.570.2544
Scope of Services	Twenty-eight firefighter background investigations in the past eighteen months.
Project Completion Date & Value	8/21/2014 \$38, 009
Customer Agency Name	Lompoc Police Dept.
Contact Individual & Title	Capt. Ed Lardner
E-mail/Telephone number	elardner@ci.lompoc.ca.us 805.875.8104
Scope of Services	One Dept. Head background investigations, (Police Chief), thirteen background investigations, four Internal Affairs investigations.
Project Completion Date & Value	11/15/2015 \$75, 071

Appendix B
**Sintra Group Clients
2015**

Fire	Scope of Services	Contract Period	Contact Name	Contact Address	Contact Phone	Contact email	Contract
Carpinteria-Summerland Fire Prot. Dist.	Background Investigations	2007-2015	Chief Mike Mingee	1140 Eugenia Place #A, Carpinteria, CA 93013	(805) 755-3148	m.mingee@csfd.net	Open Purchase Order
Lompoc FD	Background Investigations	2012-2015	Chief Kurt Latipow	115 South G Street, Lompoc, California 93436	(805) 736-4513	k_latipow@ci.lompoc.ca.us	Open Purchase Order
Montecito Fire Prot. Dist.	Background Investigations	2005-2015	Asst. Chief Kevin Taylor	585 San Ysidro Rd, Santa Barbara CA 93108	(805) 959-7762	ktaylor@montecitofire.com	Open Purchase Order
Oxnard FD	Background Investigations	2010-2015	Asst. Chief Kevin Schroeffer	360 W. Second Street Oxnard, CA 93030	(805) 365-7709	kevin.schroeffer@ci.oxnard.ca.us	Contract, \$50,000
Long Beach FD	Fire Dept. Background Investigations	2014-2015	Asst. Chief David Segura	3205 Lakewood, Long Beach CA 90808	(562) 570-2544	DavidSegura@longbeach.gov	Contract \$25,000
Pasadena FD	Background Investigations	2006-2015	Chief Bertrat Washington	215 N. Marengo Ave #195, Pasadena CA 91101	(626) 744-4675	bwashington@ci.pasadena.ca.us	P.O \$25,000
San Luis Obispo FD	Background Investigations	2008-2015	H.R. Dir. Monica Irons	990 Palm Street, San Luis Obispo, CA 93401	(805) 781-7252	mirons@slodty.org	Open Purchase Order
Santa Monica FD	Background Investigations	2015	Administrator Chris Herren	333 Olympic Drive, Santa Monica, California 90401	(310) 459-2245	christopher.herren@smgov.net	Contract, \$10,000
Ventura City FD	Background Investigations	2002-2015	Asst. Chief Matt Brock	1425 Dowell Drive, Ventura CA 93003	(805) 339-4322	mbrock@ci.ventura.ca.us	Contract, \$50,000
Law Enforcement	Types of Investigations	Contract Period	Contact Name	Contact Address	Contact Phone	Contact email	
Bear Valley PD	Police Chief Background, Internal Affairs Investigation	2015	Chief Jeff Kermode	28999 South Lower Valley Road, Tehachapi, CA 93561	(881) 821-4428	jkermode@bvcad.org	Separate contract for each investigation
Cal Poly SLO PD	Background Investigations	2012-2015	Chief George Hughes	1 Grand Avenue, San Luis Obispo, CA 93407	(805) 756-6647	btrobaug@calpoly.edu	Open Purchase Order
Channel Islands Harbor Patrol	Background Investigations	2008-2015	Gary Hirtenselner, Harbor Master	3900 Pelican Way, Oxnard, CA 93036	(805) 973-5959	Gary.Hirtenselner@ventura.org	Purchase Order, \$7,500
CSUCI PD	Background Investigations, Internal Affairs Investigations	2009-2015	Lt. Michael Morris	1 University Drive, Camarillo CA 93012	(805) 437-8444	michael.morris@csuci.edu	Purchase Order, \$10,000

Appendix B

Sintra Group Clients 2015

Daly City PD	Background Investigations	2014	Sgt. Ignacio Reyes	333 90 th Street, Daly City, CA 94015	(650) 991-8114	invea@dahcity.org	Open Purchase Order
Lompoc PD	Background Investigations, Internal Affairs Investigations	2013-2015	Capt. Ed Lardner	107 Civic Center Plaza, Lompoc CA 93438	(805) 875-8104	elardner@ci.lompoc.ca.us	Open Purchase Order
Mammoth Lakes PD	Internal Affairs Investigations	2015	Chief Al Davis	568 Old Mammoth Road, Mammoth Lakes, CA 93548	(760) 934-2011	adavis@townofmammothlakes.ca.gov	Open Purchase Order
Mono County SD	Internal Affairs Investigations	2015	Undersheriff Michael Moriarty	49 Bryant Street, Bridgeport, CA 93517	(760) 818-4589	mmoriarty@monosheriff.org	Contract, \$45,000
San Luis Obispo, City of	Police Chief Background Investigations	2011-2015	H.R. Dir. Monica Irons	990 Palm Street, San Luis Obispo, CA 93401	(805) 781-7252	mironsa@city.org	Open Purchase Order
Santa Barbara Airport Patrol	Background Investigations	2008-2015	Patrol Supervisor Fernando Reynoso	801 Firestone Road, Santa Barbara, CA 93117	(805) 692-8041	FReynoso@SantaBarbaraCA.gov	Purchase Order, \$10,000
Santa Barbara Harbor Patrol	Background Investigations	2012-2015	Harbor Pil. Supv. Steve McCullough	132-A Harbor Way, Santa Barbara, CA 93109	(805) 560-7524	SMcCullough@SantaBarbaraCA.gov	Purchase Order, \$6,000
Santa Barbara PD	Background Investigations, Internal Affairs Investigations	2009-2015	Lt. Todd Stoney	222 E. Anapamu St, Santa Barbara CA 93101	(805) 697-2398	tstoney@sabpd.com	Contract, \$10,000
Santa Barbara SD	Background Investigations	2014-2015	Cmdr. Julie McCammon	4434 Calle Real, Santa Barbara, CA 93160	(805) 692-5732	jrm0524@sbsheriff.org	Open Purchase Order
Santa Monica PD	Background Investigations	2015	Administrator Chris Herren	333 Olympic Drive, Santa Monica, California 90401	(310) 458-2245	christopher.herren@smgov.net	Contract \$75,000
Santa Paula PD	Background Investigations, Internal Affairs Investigations	2004-2015	Cmdr. Ish Cordero	214 S. 10th St. Santa Paula CA 93080	(805) 525-4474	icordero@sapcity.org	Open Purchase Order
Southwest Community College PD	Background Investigations, Internal Affairs Investigations, Criminal Investigations	2014-2015	Chief Michael Cash	900 Otay Lakes Rd, Chula Vista, CA 91910	(619) 482-6585	mcash@swwood.edu	Contract, \$3,000 (now open Purchase Order)
Tehachapi PD	Internal Affairs Investigations	2015	Chief Ken Kroeger	220 W. C Street, Tehachapi, CA 93561	(661) 822-2222	kkroeger@tehachapiod.com	Open Purchase Order
UCSB PD	Background Investigations, Internal Affairs Investigations, Criminal Investigations	2004-2015	Chief Dustin Olson	Public Safety Bldg., Santa Barbara CA 93108-1010	(805) 893-4151	Dustin.Olson@police.ucsb.edu	Contract, \$90,000
Ventura PD	Background Investigations	2002-2015	Chief Ken Corney	1425 Dowell Drive, Ventura CA 93003	(805) 339-4402	kconey@venturapd.org	Purchase Order, \$50,000



F. CERTIFICATION OF PROPOSAL

Please see attached Appendix D.

APPENDIX D: CERTIFICATION OF PROPOSAL

In responding to RFP JA2059 – Investigative Services (Pre-employment and Internal Affairs), the undersigned Offeror(s) agrees to provide services for OCFA per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. If there are any exceptions they must be stated in an attachment included with the offer.

- A. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
- B. The submission of the offer did not involve collusion or other anti-competitive practices.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- E. The Offeror complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion.

INDEPENDENT PRICE DETERMINATION: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any Orange County Fire Authority public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the offeror.

TO THE ORANGE COUNTY FIRE AUTHORITY:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

NAME OF FIRM: Sintra Group

ADDRESS: 6085 King Drive, Suite 103

CITY: Ventura **STATE:** CA **ZIP CODE:** 93003

**SIGNATURE OF PERSON
AUTHORIZED TO SIGN:** Steven Bowman **DATE:** 11/10/2015

PRINTED NAME: Steven Bowman

TITLE: Owner

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California PI License 23147

G. PARTY PARTICIPATION and AGENT DISCLOSURE FORMS

Please see attached.

PARTY DISCLOSURE FORMParty's Name: N/AParty's Address: N/AParty's Telephone: N/ASolicitation Title and Number: N/A

Based on the party disclosure information provided, are you or your firm subject to party disclosures?

No ☐ If no, check the box and sign below. Yes ☐ If yes, check the box, sign below and complete the form.

Date: _____

Signature of Party and/or Agent _____

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (If other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (If other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (If other than Party): _____

Date(s): _____

Amount(s): _____

PARTICIPANT DISCLOSURE FORM

To be completed only if campaign contributions have been made in the preceding twelve (12) months. Attach additional copies if needed.

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

Date: _____

Signature of Party and/or Agent

Board Member(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (If other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (If other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (If other than Party): _____

Date(s): _____

Amount(s): _____

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H. W-9

Please see attached.

Form

W-9(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
STEVEN BOWMAN

2 Business name/disregarded entity name, if different from above
SINTRA GROUP

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC
☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
6085 KING DRIVE, SUITE 103

6 City, state, and ZIP code
VENTURA CA 93003

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

2	7	-	4	7	2	1	2	3	6
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**Signature of
U.S. person**STEVEN BOWMAN**Date ▶ **11/10/15****General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Sintra Group

Professional Investigations

California P.I. License 23147

Date: April 25, 2016

To: James Aguila , Assistant Purchasing Agent

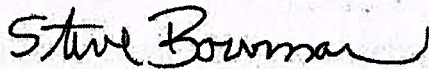
Orange County Fire Authority - Purchasing Section

From: Steve Bowman, owner Sintra Group

Subject: Orange County Fire Authority Request for Proposal Background Investigation Services.

Sintra Group has received your request for a "Last and Final Offer" as part of this process. It is our desire to stay with the proposal we originally made as part of the RFP process.

Sincerely,



Steve Bowman

Owner, Sintra Group

Sintra Group

Professional Investigations

California P.I. License 23147

Date: April 25, 2016

To: James Aguila , Assistant Purchasing Agent

Orange County Fire Authority - Purchasing Section

From: Steve Bowman, owner Sintra Group

Subject: Orange County Fire Authority Request for Proposal Background Investigation Services. Answers to questions 1-7

#1-We anticipate no price increase for years 2-3.

#2-OCFA would be charged \$75 per hour for a partially completed pre-employment background investigations for safety or POST candidates; \$120 per hour for partially completed executive or management level background investigations.

#3-We utilize a team approach to conducting and completing background investigations. Sintra has more than seventeen investigators located throughout the state to conduct the necessary in person interviews near the applicant's residence when convenient. As soon as the initial interview is completed a clerical team of six starts building the final report, checking with those courts in the counties where the applicant has lived, worked or gone to school to check for civil suits, criminal convictions and family law actions. We also check the applicant's social networking footprint to determine how she/he presents herself/himself in that arena. Meanwhile investigators are conducting telephonic interviews or in-person visits to prior public safety employer(s). All of this information is collated and reviewed by 3 senior, trained investigators to insure the report is complete. Our method when receiving large numbers of files at the same time is to conduct the PHS interviews simultaneously so that work can begin on all at the same time. We have brought as many as five interviewers to one location and can interview twenty to twenty-five applicants in a single day. This is intended to maximize the amount of time for the investigators to conduct their interviews and investigation. We have had a caseload of more than 50 investigations in the past and have had no problem meeting a six to eight week timeline.

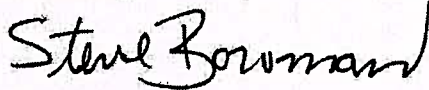
#4-The \$120 rate for Internal Affairs Services is all inclusive. This includes all travel related expenses.

#5-If OCFA requests it Sintra can provide transcription of audio interviews at the rate of \$35 per hour. There are no additional fees for hard copies.

#6-Sintra Group retains data for two years. We are open for discussion if OCFA would like a longer retention period.

If you have any questions please feel free to call.

Sincerely,

A handwritten signature in black ink that reads "Steve Bowman". The signature is written in a cursive style with a large, stylized "S" and "B".

Steve Bowman

Owner, Sintra Group



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 23, 2016

Agenda Item No. 3D
Consent Calendar

Sole Source Contract for Computer Analytical Software

Contact(s) for Further Information

Brian Young, Assistant Chief
Organizational Planning

brianyoung@ocfa.org

714.573.6014

Brad Phoenix, Battalion Chief
Strategic Services Section

bradphoenix@ocfa.org

714.573.6198

Summary

This agenda item seeks approval to issue a sole source purchase order to Deccan International for the purchase of a software module that will improve the analysis of the Computer Aided Dispatch (CAD) data currently utilized by the Strategic Services Section and related on-going annual software maintenance.

Prior Board/Committee Action(s)

Most recently, on October 15, 2015, the Executive Committee approved a one-year extension on the sole source annual maintenance contract for Deccan CAD Analyst and Apparatus Deployment Analysis Module (ADAM) in the amount of \$48,750 through October 31, 2016.

RECOMMENDED ACTION(S)

1. Approve and authorize the Purchasing Manager to issue a purchase order to Deccan International (Deccan) for the sole source purchase of a software enhancement to the current Deccan CAD Analyst in the amount of \$17,500.
2. Approve and authorize the Purchasing Manager to increase blanket order B01147-7 for Deccan CAD Analyst and ADAM software maintenance by \$3,500 (increase BO from \$48,750 to \$52,250) for maintenance costs for the additional software.
3. Approve and authorize the Purchasing Manager to renew the Deccan sole source blanket order for CAD Analyst/ADAM annual software maintenance services annually as shown in the attachment.

Impact to Cities/County

None

Fiscal Impact

Funding for the add-on is included in the FY 2015-16 General Fund Budget (Fund 121) and will be rebudgeted to FY 2016/17 if a purchase order is not issued by Fiscal Year close. On-going software maintenance is included in the budget annually.

Background

Since 1997, Deccan International has provided OCFA with proprietary software applications used by the Strategic Services Section and the Emergency Communications Center. Since inception, OCFA has made a significant investment in the current system.

The legacy Deccan CAD Analyst tool is utilized by Strategic Services to review current emergency service delivery, specifically response performance with the intent to address areas needed for service delivery improvement. The legacy Deccan ADAM application is a strategic planning tool used to answer “What if?” questions regarding proposed changes derived from the CAD data. Strategic Services can simulate various deployment scenarios which effectively test and evaluate the impact of changes if implemented in the field. Results from CAD Analyst and ADAM are then used to provide statistical information and color-coded maps for presentations and reports.

Currently, both CAD Analyst and ADAM are updated by Deccan with CAD data on a quarterly basis. This data is manually exported from the CAD system, reviewed by staff for missing information, and then sent to Deccan for preparation. This information is then returned to Strategic Services for import into the applications. This current process is labor intensive. Analysis and reports generated are based on data that is three to six months old.

The new product, Deccan Auto Data Updater (ADU), will allow direct connection to near real-time CAD data, improving the performance of both the CAD Analyst and ADAM applications while reducing and eliminating several steps of the current process. The implementation of the ADU will enhance OCFA’s ability to perform real-time response and modeling analysis.

Staff is recommending the purchase of the Deccan ADU software solution in the amount of \$21,000 which includes \$17,500 for the initial purchase and the required \$3,500 software maintenance fee (maintenance fees will increase three percent annually). This feature will improve the current process resulting in increased efficiency and access to near real-time data while eliminating several steps in the current process. Since this enhancement is reliant on maintaining the current CAD Analyst/ADAM software, staff is requesting authorization to extend the current blanket order contract for CAD Analyst/ADAM software maintenance fees through 10/31/2020 as shown in the attachment.

This software is proprietary and there are currently no other known solutions for fire department deployment modeling software.

Attachments

1. Sole Source Justification
2. Deccan International Letter dated April 27, 2016, regarding Proprietary Software
3. Schedule of Blanket Order with Proposed Renewals

Sole Source Request Form

The Purchasing Ordinance of the Orange County Fire Authority requires competitive bids and proposals for service and commodity contracts. A sole source is defined as a product or service that is available from only one known supplier as a result of unique performance capabilities, manufacturing processes, compatibility requirements or market conditions. Any request for a sole source purchase requires clear and convincing evidence that only one source exists to fulfill the requirements. This form is to be used to submit all sole source requests.

SECTION I - INSTRUCTIONS

1. Written justification on this form will be completed by the requesting department and submitted with the purchase requisition.
2. The request must be approved by the section manager and assistant chief prior to submitting the request to the purchasing manager.
3. All sole source forms must be submitted to the purchasing manager for review prior submittal to the Fire Chief for approval.
4. Executive Committee approval is required for all sole source contracts that exceed \$25,000 (life of the contract) for both services and commodities or if the contract duration exceeds a three (3) year consecutive term regardless of the contract amount.
5. This approved sole source justification form will be included in the contract file.

SECTION II - REQUEST INFORMATION

Department/Section: Org Planning/Strategic Svs & Supp Svc/IT	Requested By: Brad Phoenix	Date: 04/26/16
Recommended Vendor: Deccan International	Vendor Contact: Tracy Gonzales	Vendor's E-mail Address: tracyg@deccanintl.com
Vendor Address: 5935 Cornerstone Court West Ste 230, San Diego, CA 92121		Vendor's Telephone #: 858-764-8324
Type of Contract: <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): Initial purchase	Contract Amount: *\$22,000
<i>If the contract type is a Renewal, Amendment or Increase, please provide previous contract information with this request (PO, BO, previous approval date, Chief approval or EC approval, and dollar amount).</i>		Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION III - JUSTIFICATION

1. **Provide a detailed description of the product or service requested. Describe what it is. Attach additional sheet if necessary.**

This specific request is for the purchase of an addition to the current Deccan Intl. software solution utilized by Strategic Services for the CAD analyst and deployment modeling. The Auto Data Updater (ADU) will provide access to more current data used by Strategic Services for these projects. More details are provided in the staff report.

2. **Please state why the recommended vendor is the only one capable of providing the required services and/or commodities. Provide a summary of findings (research and analysis) including any supporting documentation which validates your recommendation (e.g., attach a manufacturer's letter verifying patented design and direct sale with no distributors) and demonstrates the sole source nature of this request. Attach additional sheet if necessary.**

OCFA began utilizing the Deccan CAD Analyst software in 1997 and has continued to use this software to date.

This software is proprietary, the current recommended enhancements integrate with the existing Deccan software.

SECTION III – JUSTIFICATION (continued)

OCFA has made a significant investment in the current software system. Currently staff is not aware of any other fire department deployment modeling software available. The initial cost for ADU is \$17,500 plus \$3,500 for the initial year maintenance.

3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate with the vendor, did the vendor provide a discount)? Please provide the quote with your sole source request.




The pricing and benefits of the enhancement were discussed with Deccan.

The revised total cost of software maintenance for CAD/ADAM through 2020 is \$279,443.

4. Will this purchase obligate the OCFA to future purchases (maintenance, licensing or continuing needs)? (If yes, please explain how and what the future costs will be.)


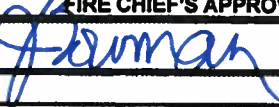
Yes, as stated in the staff report, there will be an additional annual maintenance cost for the enhancement of \$3,500 in the first year with an annual increase of 3% each year. *The total cost for the initial purchase and increase in annual maintenance for the ADU is \$36,082 over the period of five years. As part of this sole-source submittal, staff is also requesting approval for the on-going annual software maintenance through 2020.

Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Brian Pithony		6/14/16
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
MIKE SCHROEDER		6/14/16
ASSISTANT CHIEF NAME	SIGNATURE	DATE
BRIAN YOUNG		6.14.16

Purchasing Manager's Comments:

Executive Committee Approval Required ☒ Yes ☐ No

PURCHASING MANAGER'S APPROVAL	DATE
	6/14/16
FIRE CHIEF'S APPROVAL	DATE
	6/14/16

Executive Committee Approved: ☐ Yes ☐ No

Executive Meeting Date _____



DECCAN INTERNATIONAL
Save Money, Save Lives

5935 cornerstone court west, suite 230
san diego, ca 92121
888.deccan.9
www.deccanintl.com

Turnkey software solutions for public safety strategic and tactical deployment planning.

April 27, 2016

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

To Whom It May Concern:

The Auto Data Updater computer software product that the Orange County Fire Authority would like to license for use from Deccan International is highly proprietary and is considered a trade secret of Deccan International.

The Auto Data Updater is offered exclusively through Deccan International, and only Deccan International can build, manage and install this application. Further, no other party is capable of performing the various maintenance responsibilities for the Auto Data Updater (i.e. code corrections, product update and technical support) since there is no outside access to the source code for the product. Thus, Deccan International is the sole source for both installation and maintenance services for the Auto Data Updater.

I hope that this meets with your needs. Should you have any questions, or if we may be of any further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Latha Nagaraj", with a stylized flourish at the end.

Latha Nagaraj
President & CEO

**Orange County Fire Authority
Blanket Order Contracts – Deccan International
Proposed Renewals and Adjustments**

Attachment 3

Vendors & Blanket Orders	Contract End Dates for Annual Renewal Options	Original BO Amount	Additional Cost	New Annual Total
Deccan Intl. (Sole Source)	<u>10/31/2016</u>	\$ 48,750	\$ 3,500	\$ 52,250
<i>Software Maintenance Support CAD Analyst/ADAM</i>	10/31/2017	50,700	3,605	54,305
B01147-7	10/31/2018	52,221	3,713	55,934
	10/31/2019	53,788	3,825	57,613
	10/31/2020	55,402	3,939	59,341



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 23, 2016

Agenda Item No. 3E
Consent Calendar

Annual Renewal of Aviation Insurance

Contact(s) for Further Information

Brian Young, Interim Director
Human Resources Department

brianyoung@ocfa.org

714.573.6014

Jonathan Wilby, Risk Manager

jonathanwilby@ocfa.org

714.573.6832

Summary

This annual agenda item is submitted for authorization for the renewal of the Aviation Insurance Program coverage with AIG.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Fire Chief, or his designee, to bind the Aviation Insurance Program coverage with AIG for the policy period June 30, 2016, to June 30, 2017, with a premium amount of \$141,524.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Sufficient funds are included in FY 2016/17 Budget.

Background

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

Arthur J. Gallagher has been the broker for the aviation insurance program since 2012. For the 2016/17 policy year, Gallagher received proposals from five aviation carriers (ACE, Global Aerospace, Phoenix Aviation Managers, QBE Corporation, and AIG). AIG, the current insurance carrier, offered the best terms of coverage at the lowest premium of \$141,524. This is a savings of \$10,998 or a 7.2% decrease from the expiring 2015/16 policy premium of \$152,522. In addition, improvements to the terms of the coverage include an increase to the personal liability limit from \$5.5 million to \$50 million.

Attachment(s)

Aviation Insurance Program Coverage Summary

AIRCRAFT LIABILITY INSURANCE COVERAGE SUMMARY

Insurance Company: National Union Fire Insurance Company of Pittsburgh,
PA through AIG
A.M. Best Rating: A:XV
Policy Period: June 30, 2016 – June 30, 2017

Terms:
One year policy

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

Aircraft Physical Damage Values:
At insured values

Deductibles:
Range from \$2,500 to \$50,000



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 23, 2016

Agenda Item No. 3F
Consent Calendar

**Annual Renewal of California State Association
of Counties Excess Insurance Authority
Workers' Compensation Excess Insurance**

Contact(s) for Further Information

Brian Young, Interim Director
Human Resources Department

brianyoung@ocfa.org

714.573.6014

Jonathan Wilby, Risk Manager

jonathanwilby@ocfa.org

714.573.6832

Summary

This agenda item is submitted for authorization for renewal of workers' compensation excess insurance coverage with California State Association of Counties Excess Insurance Authority (CSAC-EIA). The premium is for the policy period July 1, 2016, to July 1, 2017.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Fire Chief, or his designee, to bind workers' compensation excess insurance coverage with the California State Association of Counties Excess Insurance Authority for the policy period July 1, 2016, to July 1, 2017, with a premium of \$305,381.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The proposed premium increase of \$77,162 will be absorbed by premium cost reductions in the other insurance lines of coverage for FY 2016/17.

Background

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

The OCFA has been a member of CSAC-EIA, since 2007. CSAC-EIA is the second largest public entity risk sharing pool and the largest property and casualty pool in the nation. The CSAC-EIA membership includes 93% of the counties, over 80% of the cities, as well as numerous school districts, special districts, housing authorities, fire districts, and other Joint Powers Authorities in California. CSAC-EIA purchases excess workers' compensation insurance on behalf of OCFA and the other members of the pool.

The FY 2016/17 premium of \$305,381 is \$77,162 or 33.8% more than the expiring FY 2015/16 premium of \$228,219. The premium increase is due to several factors including: 1) few carriers willing to offer workers' compensation excess insurance to the public safety sector; 2) payroll increase; and 3) CSAC-EIA creating two new public safety rating groups with increased rates that will be phased in over three years. The OCFA is included in the high safety rating group, since over 40% of payroll is from safety personnel.

Since joining the CSAC-EIA pool in 2007, the OCFA has experienced a significant savings in excess workers' compensation insurance premium. The OCFA will pay over 50% less than the FY 2006/07 premium (prior to CSAC-EIA) after this year's premium increase.

Excess Workers' Compensation Premium 2006-2017										
2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17
ACE Am. Ins.	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA	CSAC- EIA
\$632,444	\$176,773	\$166,960	\$159,282	\$159,974	\$159,974	\$206,892	\$220,173	\$232,655	\$222,614	\$305,381

Risk Management will be going out to bid on this insurance coverage prior to the FY 2017/18 renewal to ensure CSAC-EIA continues to be the most cost effective option.

Attachment(s)

CSAC-EIA Excess Workers' Compensation Coverage Summary

CSAC-EIA EXCESS WORKERS' COMPENSATION COVERAGE SUMMARY

Insurance Company:	ACE American Insurance Company and National Union Fire Insurance Company of Pittsburg, PA (AIG)
A.M. Best Rating:	A++:XV A:XV
Policy Period:	July 1, 2016 to July 1, 2017
Coverage Provided:	Workers' Compensation and Employers' Liability
Major Exclusions:	Punitive or exemplary damages, fines or penalties Any payments in excess of the benefits regularly provided by the Workers' Compensation law Labor Code 4850 benefits Labor Code 4856 benefits Education Section Codes 44984 and 45192
Limits:	
Workers' Compensation	Statutory
Employers' Liability	\$5,000,000
Retention:	
SIR	\$2,000,000 per occurrence



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 23, 2016

Agenda Item No. 3G
Consent Calendar

**Annual Renewal of Fire Agencies Insurance Risk Authority
General Liability Insurance**

Contact(s) for Further Information

Brian Young, Interim Director
Human Resources Department

brianyoung@ocfa.org

714.573.6014

Jonathan Wilby, Risk Manager

jonathanwilby@ocfa.org

714.573.6832

Summary

This annual agenda item is submitted for authorization for the renewal of the General Liability Insurance Program coverage with the Fire Agencies Insurance Risk Authority (FAIRA).

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve and authorize the Fire Chief, or his designee, to approve renewal of the General Liability Program coverage with Fire Agencies Insurance Risk Authority for the policy period July 1, 2016, to July 1, 2017, with a premium amount of \$794,451.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Sufficient funds are included in FY 2016/17 Budget.

Background

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

The expiring 2015/2016 policy premium of \$866,551 is inclusive of primary General Liability insurance coverage of \$1 million per occurrence and Excess Liability insurance coverage of \$10 million per occurrence for a total limit of \$11 million in coverage. The total renewal premium for the same limit of coverage is \$794,451, for the policy period July 1, 2016, to July 1, 2017. This represents a net premium decrease of \$72,100, or an 8.3% decrease over the expiring premium. The premium decrease is due to competitiveness in the market with FAIRA receiving proposals from three general liability carriers (VFIS, ESIP, and FirePlus). FirePlus offered the best terms of coverage at the lowest premium.

Attachment(s)

FAIRA General Liability Insurance Program Coverage Summary

FAIRA GENERAL LIABILITY INSURANCE PROGRAM
Coverage Summary

Insurance Company: Allied World Assurance Company
A.M. Best Rating: A:XV
Policy Period: July 1, 2016 to July 1, 2017

Property:

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

Fidelity Bond:

Public employee including faithful performance of duty per employee: \$500,000
 Forgery or alteration: \$500,000
 Computer fraud: \$100,000
 Deductible: \$ 1,000

Blanket Portable Equipment:

Replacement cost: As per the Schedule of Values
 Deductible: \$1,000

Automobile:

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

General Liability:

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

Cyber Liability:

First party liability: \$ 100,000
 Third party liability: \$1,000,000

Management Liability:

Each offense or wrongful act: \$1,000,000/\$2,000,000 aggregate

Page 2

Defense expense conjunctive relief: \$ 25,000

Deductible each wrongful act: \$ 5,000

Excess Liability:

Limit: \$10,000,000/\$20,000,000 aggregate



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
June 23, 2016

Agenda Item No. 3H
Consent Calendar

Legislative Review

Contact(s) for Further Information

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

Summary

This item is submitted for approval and adoption of legislative positions on four bills: AB 651, AB 898, AB 1680, and AB 2164.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

1. Adopt an oppose position on AB 651, and adopt support positions on AB 898, AB 1680, and AB 2164.
2. Direct staff to send position letters and/or OCFA's lobbyists to provide testimony as appropriate.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

The attached report recommends adopting an oppose position on AB 651, and adopting support positions on AB 898, AB 1680, and AB 2164. In the case of AB 651, staff recommends an oppose position based on additional delays it may create in conducting personnel investigations.

Staff recommends supporting AB 898 that requires notifications to fire departments of parole hearings for those convicted of murdering firefighters. AB 1680 is recommended for support based on past interest by OCFA's Board to prevent drones from interfering with emergency incidents. The Orange County Professional Firefighters Association has requested support of AB 2164. This bill waives campus based fees at all University of California, California State University, and community college campuses for dependents of firefighters that have died in the line of duty.

Attachment(s)

Legislative Review



Orange County Fire Authority
Legislative Review

June 13, 2016

Jay Barkman
Legislative Analyst
Communications and
Public Affairs
1 Fire Authority Road
Irvine, CA 92602
(714) 573-6048

Bills Recommended for Positions

AB 651 (Cooper) Firefighter Investigations

Staff Recommendation: Oppose

Location: Senate Public Safety Committee

Status: Hearing Scheduled for June 21, 2016

Reviewed by: Brian Young, Interim Director/Human Resources Department

- Allows a firefighter being interviewed as a “witness” for an investigation involving another firefighter to have representation in the interview
- Concerns have been expressed by League of Cities, CSAC, and CAL CHIEFS that this bill may delay or impede personnel investigations

AB 898 (Gonzalez) Parole Hearings

Staff Recommendation: Support

Location: Senate Appropriations Committee

Status: Hearing Scheduled for June 20, 2016

Reviewed by: Dave Thomas, Assistant Chief/Operations Department

- Requires the Board of Parole Hearings to notify a fire department at least 30 days prior to a parole suitability hearing for a murderer of a firefighter
- Requires a local fire department to register with the Board of Parole Hearings to be notified
- Supported by CAL CHIEFS, California Professional Firefighters, and other public safety/labor groups

AB 1680 (Rodriguez) Drones

Staff Recommendation: Support

Location: Senate Public Safety Committee

Status: Hearing Scheduled for June 21, 2016

Reviewed by: Dave Thomas, Assistant Chief/Operations Department

- Prohibits the operation of a drone at the scene of an emergency
- This bill takes a different approach than SB 810 (Gaines) by amending existing law (Penal Code 402) that now prohibits persons from going to, or stopping at, a scene of an emergency
- The bill may address the governor's veto of SB 168 (Gaines) by amending existing law to address the "technicality" that a drone operator is not at the scene of the emergency
- Supported by CAL CHIEFS, California State Sheriffs Association, and other law enforcement groups/agencies

AB 2164 (O'Donnell) University Tuition and Fees

Staff Recommendation: Support

Location: Senate Education Committee

Status: Awaiting Committee Hearing

Reviewed by: Legislative Section

- Exempts survivors of law enforcement officers or firefighters, who die from industrial injury or illness arising out of and in the course of their duties, from paying campus based tuition and fees at the University of California, California State University, and community colleges
- Existing law waives "systemwide fees" and this bill expands that to fees levied by individual campuses
- Survivors are defined under current law as a surviving spouse or child
- Orange County Professional Firefighters (Local 3631) has requested support

H.R. (Knight- Bill Number To Be Assigned)

Staff Recommendation: Support

Location: House of Representatives
Status: Pending Introduction on June 23, 2016
Reviewed by: Fire Chief

- Enacts the “No Hero Left Untreated Act,” which will further advance progress by the Brain Treatment Center of Southern California that has pioneered a new treatment for Post-Traumatic Stress Disorder (PTSD)
- Directs the Secretary of Veterans Affairs to carry out a one-year pilot program to use Magnetic EEG/EKG Resonance Therapy (MeRT) at up to five facilities administered by the Department of Veterans Affairs
- The use of MeRT has shown unprecedented success rates in reducing symptom severity for those suffering from PTSD
- Newport Brain Research Laboratory has requested support

AB 1217 (Daly) OCFA Board Governance

Location: Senate Committee on Governance and Finance
Status: Amendments Pending
Reviewed by: Board of Directors

OCFA Adopted Position
Oppose-April, 23 2015
High Priority

- Verbal update to be provided, amendments attached

**AMENDMENTS TO ASSEMBLY BILL NO. 1217
AS AMENDED IN SENATE JUNE 9, 2015****Amendment 1**

On page 2, before line 1, insert:

SECTION 1. It is the intent of the Legislature to reevaluate the structure of the Board of Directors of the Orange County Fire Authority within a reasonable period from the effective date of this act to consider the effectiveness of the size and structure of the board.

SEC. 2. Section 6538 is added to the Government Code, to read:

6538. Notwithstanding any other law, the composition of the Board of Directors of the Orange County Fire Authority shall not include alternate members.

SEC. 3. The Legislature finds and declares that a special law is necessary and that a general law cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the challenges faced as a result of the current governance structure of the Orange County Fire Authority.

Amendment 2

On page 2, strike out lines 1 to 34, inclusive, and strike out pages 3 and 4

