



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, July 28, 2016
5:30 P.M.

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

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

PLEDGE OF ALLEGIANCE by Director Lalloway

ROLL CALL

1. PRESENTATIONS

No items.

REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

REPORT FROM THE FIRE CHIEF

- Professional Standards Unit Update (Young)

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 June 23, 2016, Regular Executive Committee Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

3. CONSENT CALENDAR

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

A. Monthly Investment Reports

Submitted by: Tricia Jakubiak, Treasurer

Budget and Finance Committee Recommendation: APPROVE

Recommended Action:

Receive and file the reports.

B. Purchase Order Extended Warranty and On-Site Service Contract with Zoll Medical Corporation

Submitted by: Dave Thomas, Assistant Chief/Operations Department

Recommended Action:

Approve and authorize the Purchasing Manager to issue a purchase order to Zoll Medical Corporation for the sole source purchase of a nine month extended warranty contract on our existing Zoll E-Series monitor/defibrillators in the amount of \$70,875.

C. Legislative Review

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

Recommended Action:

Support AB 470.

END OF CONSENT CALENDAR

4. DISCUSSION CALENDAR

A. Investigating Complaints, Allegations, and Observations of Employee Misconduct Procedure Update

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

Human Resources Committee Recommendation: *APPROVE*

Recommended Action:

Receive and file the report.

B. Award of RFP #JA2059 Internal Affairs Investigative Services

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

Human Resources Committee Recommendation: *APPROVE*

Recommended Actions:

1. Approve and authorize the Fire Chief to sign two Professional Services Agreements for internal affairs investigative services; one with Van Dermyden Maddux Investigations Law Firm (VDM), and the other with Sintra Group; each with an initial one-year term in the amount of \$50,000 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 \$100,000 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 \$100,000 in any one-year period, the contract services are still required, and the contract performance meets expectations.

COMMITTEE MEMBER COMMENTS

PUBLIC COMMENTS – CLOSED SESSION

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

CLOSED SESSION

CS1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position: Fire Chief

Authority: Government Code Section 54957

CLOSED SESSION REPORT

ADJOURNMENT – The next regular meeting of the Executive Committee is scheduled for Thursday, August 25, 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 21st day of July 2016.

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

UPCOMING MEETINGS:

Budget and Finance Committee Meeting	Wednesday, August 10, 2016, Cancelled
Claims Settlement Committee Meeting	Thursday, August 25, 2016, 5:00 p.m.
Executive Committee Meeting	Thursday, August 25, 2016, 5:30 p.m.
Board of Directors Meeting	Thursday, August 25, 2016, 6:00 p.m.

MINUTES ORANGE COUNTY FIRE AUTHORITY

**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**

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 June 23, 2016.

INVOCATION

Chaplain Robert George offered the invocation.

PLEDGE OF ALLEGIANCE

Vice Chair Swift led the assembly in the Pledge of Allegiance to our Flag.

ROLL CALL

Present: Lisa Bartlett, County of Orange (Alternate)
Carol Gamble, Rancho Santa Margarita
Noel Hatch, Laguna Woods
Gene Hernandez, Yorba Linda
Al Murray, Tustin
David Shawver, Stanton
Elizabeth Swift, Buena Park

Absent: Jeffrey Lalloway, Irvine Todd Spitzer, County of Orange

Also present were:

Fire Chief Jeff Bowman	Assistant Chief Lori Zeller
Assistant Chief Mike Schroeder	Assistant Chief Brian Young
Assistant Chief Lori Smith	Clerk of the Authority Sherry Wentz
General Counsel David Kendig	Communications Director Sandy Cooney

1. PRESENTATIONS

No items.

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

There was no report due to the cancellation of the June meeting.

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

There was no report due to the cancellation of the June meeting.

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 May 26, 2016, Regular Executive Committee Meeting (F: 12.02A2)

On motion of Vice Chair Swift and second by Director Murray, the Executive Committee voted unanimously by those present, to approve the May 26, 2016, Regular Executive Committee Minutes as submitted. Directors Bartlett and Hatch were recorded as abstentions due to their absence from the meeting.

3. CONSENT CALENDAR (Agenda Item Nos. 3C and 3H were pulled for separate consideration)

A. Monthly Investment Reports (F: 11.10D2)

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

B. Award of Bid JA2088 Purchase of One Type 6 Brush Patrol Vehicle and Five Paramedic Squads (F: 19.09A)

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

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

(F: 17.25)

Director Gamble suggested that sub-contractors should be required to maintain insurance levels which meet or exceed contractors as well as disclose reimbursement expenditure requirements.

Assistant Chief Brian Young will confirm that future contract language with sub-contractors incorporates insurance standards as met by contractors, and disclose expenditure requirements within the contract.

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

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 (F: 10.08A3b)

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

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 (F: 18.10A1)

On motion of Director Murray and second by Director Shawver, the Executive Committee voted unanimously by those present to 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 (F: 18.10A2b1)

On motion of Director Murray and second by Director Shawver, the Executive Committee voted unanimously by those present to 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 (F: 18.10A4)

On motion of Director Murray and second by Director Shawver, the Executive Committee voted unanimously by those present to 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 (F: 11.10F1)

Communications Director Sandy Cooney pulled this item to provide an update regarding the House of Representatives pending legislation for the "No Hero Left Untreated Act." The pilot program aims at treating Post Traumatic Stress Disorder (PTSD), trauma, and chronic pain using MeRT (Magnetic eResonance Therapy technology). Director Bartlett addressed the need for support of this Bill.

On motion of Vice Chair Swift and second by Director Bartlett, the Board of Directors received and filed the report.

4. DISCUSSION CALENDAR

No items.

COMMITTEE MEMBER COMMENTS (F: 12.02A4)

The Committee Members presented no comments.

CLOSED SESSION

No items.

ADJOURNMENT – Chair Hernandez adjourned the meeting at 5:46 p.m. The next regular meeting of the Executive Committee is scheduled for Thursday, July 28, 2016, at 5:30 p.m.

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 28, 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 – Committee Recommendation: *APPROVE*

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

RECOMMENDED ACTION(S)

Review 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 May 31, 2016. A preliminary investment report as of June 24, 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 – May 2016/Preliminary Report – June 2016

Orange County Fire Authority Monthly Investment Report



Final Report – May 2016

Preliminary Report – June 2016



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Orange County Fire Authority

Final Investment Report

May 31, 2016



EXECUTIVE SUMMARY

Portfolio Activity & Earnings

During the month of May 2016, the size of the portfolio decreased by \$9.2 million to \$219.4 million. Significant receipts for the month included various apportionments of property taxes, intergovernmental agency contract and grant payments, and charges for current services for a total of \$11.7 million. Significant disbursements for the month included primarily two biweekly payrolls, which were approximately \$9.7 million each with related benefits. Total May cash outflows for operating expenditures amounted to approximately \$21.7 million. The portfolio's balance is expected to decrease significantly in the following month as the repayment of the FY2015/16 TRANs (Tax and Revenue Anticipation Notes) will take place at the end of June.

In May, the portfolio's yield to maturity (365-day equivalent) stayed unchanged at 0.56%. The effective rate of return, on the other hand, increased by 3 basis points to 0.63% for the month, and rose by 2 basis points to 0.46% for the fiscal year-to-date. The average maturity of the portfolio shortened by 39 days to 147 days to maturity.

Economic News

U.S. economic activity continued to stay moderate and mixed in May 2016. Employment conditions weakened noticeably; there were only 38,000 new jobs created in May, a much weaker number than expected for the month. The unemployment rate, on the other hand, improved further declining to 4.7% from 5.0% previously. Retail sales continued to increase better than expected in May even though consumer confidence remained mixed. Manufacturing activity picked up modestly while non-manufacturing activity pulled back slightly. The CPI (Consumer Price Index) increased by 0.2%, less than expected for the month. Housing activity was mixed; existing home sales continued to increase while new home sales dropped, but less than expected, after a strong month in April. Industrial production reversed and declined. On June 15, 2016, the Federal Open Market Committee met and voted to keep the federal funds rate unchanged at a target range of 0.25% – 0.50%. Following the Fed's June meeting statement, expectations were that the Fed would likely raise rates at their September meeting. However, due to Britain's recent successful "Brexit" ("Leave" the European Union) vote and its potential impact to the global financial markets, current expectations are that the Fed will likely raise rates at their December meeting instead.

**BENCHMARK COMPARISON AS OF MAY 31, 2016**

<i>3 Month T-Bill:</i>	<i>0.28%</i>	<i>1 Year T-Bill:</i>	<i>0.59%</i>
<i>6 Month T-Bill:</i>	<i>0.42%</i>	<i>LAIF:</i>	<i>0.55%</i>
<i>OCFA Portfolio: 0.63%</i>			

PORTFOLIO SIZE, YIELD, & DURATION

	<u><i>Current Month</i></u>	<u><i>Prior Month</i></u>	<u><i>Prior Year</i></u>
<i>Book Value-</i>	<i>\$219,421,789</i>	<i>\$228,589,030</i>	<i>\$203,983,755</i>
<i>Yield to Maturity (365 day)</i>	<i>0.56%</i>	<i>0.56%</i>	<i>0.28%</i>
<i>Effective Rate of Return</i>	<i>0.63%</i>	<i>0.60%</i>	<i>0.28%</i>
<i>Days to Maturity</i>	<i>147</i>	<i>186</i>	<i>112</i>



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
May 31, 2016

Orange County Fire Authority
1 Fire Authority Road
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	8,669,452.49	8,669,452.49	8,669,452.49	3.96	1	1	0.001	0.001
Federal Agency Coupon Securities	52,000,000.00	51,983,730.00	52,021,619.38	23.78	894	537	0.967	0.981
Federal Agency Disc. -Amortizing	84,000,000.00	83,962,650.00	83,963,719.99	38.38	107	45	0.365	0.370
Treasury Coupon Securities	10,000,000.00	10,010,200.00	10,007,700.32	4.57	195	29	0.523	0.530
Local Agency Investment Funds	64,108,240.28	64,122,412.05	64,108,240.28	29.30	1	1	0.544	0.552
Investments	218,777,692.77	218,748,444.54	218,770,732.46	100.00%	263	147	0.554	0.561
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	642,876.10	642,876.10	642,876.10		1	1	0.000	0.000
Accrued Interest at Purchase		27,616.67	27,616.67					
Subtotal		670,492.77	670,492.77					
Total Cash and Investments	219,420,568.87	219,418,937.31	219,441,225.23		263	147	0.554	0.561

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	117,735.15	750,757.99
Average Daily Balance	221,656,316.06	175,717,904.36
Effective Rate of Return	0.63%	0.46%

"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

Cash and Investments with GASB 31 Adjustment:

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

\$ 219,441,225.23

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

\$ (19,436.11)

Total

\$ 219,421,789.12

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
May 31, 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			8,669,452.49	8,669,452.49	8,669,452.49	0.001	0.001	1	
Subtotal and Average			15,855,710.56		8,669,452.49	8,669,452.49	8,669,452.49		0.001	1	
Federal Agency Coupon Securities											
3133EEA75	861	Federal Farm Credit Bank		04/23/2015	9,000,000.00	8,983,530.00	9,000,000.00	0.990	0.998	600	01/22/2018
3133EFJP3	869	Federal Farm Credit Bank Callable anytime		10/15/2015	10,000,000.00	9,974,900.00	10,000,000.00	1.100	1.054	866	10/15/2018
3133EFAZ0	889	Federal Farm Credit Bank Callable 9-6-16		04/21/2016	8,000,000.00	8,004,480.00	8,009,739.26	1.280	1.206	827	09/06/2018
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	9,012,060.00	9,000,000.00	1.100	1.065	660	03/23/2018
3134G3W63	892	Fed Home Loan Mtg Corp Callable 8-28-16		05/26/2016	10,000,000.00	10,005,400.00	10,004,917.39	1.030	0.827	88	11/28/2017
3130A67K7	884	Fed Home Loan Bank Callable 8-10-16		04/20/2016	6,000,000.00	6,003,360.00	6,006,962.73	1.270	0.662	70	08/10/2018
Subtotal and Average			51,364,646.57		52,000,000.00	51,983,730.00	52,021,619.38		0.981	537	
Federal Agency Disc. -Amortizing											
313396XR9	882	Freddie Mac		12/18/2015	9,000,000.00	8,999,910.00	8,999,740.00	0.520	0.536	2	06/03/2016
313396YF4	883	Freddie Mac		12/18/2015	9,000,000.00	8,999,100.00	8,997,900.00	0.525	0.541	16	06/17/2016
313396G98	888	Freddie Mac		04/21/2016	9,000,000.00	8,988,030.00	8,990,310.00	0.340	0.350	114	09/23/2016
313384YU7	885	Fed Home Loan Bank		04/21/2016	20,000,000.00	19,996,400.00	19,995,408.33	0.285	0.293	29	06/30/2016
313384YV5	886	Fed Home Loan Bank		04/21/2016	9,000,000.00	8,997,480.00	8,997,825.00	0.290	0.298	30	07/01/2016
313384ZZ5	887	Fed Home Loan Bank		04/21/2016	9,000,000.00	8,995,230.00	8,995,650.00	0.300	0.309	58	07/28/2016
313384ZK8	890	Fed Home Loan Bank		05/12/2016	9,000,000.00	8,996,400.00	8,996,920.00	0.280	0.288	44	07/15/2016
313384D55	891	Fed Home Loan Bank		05/24/2016	10,000,000.00	9,990,100.00	9,989,966.66	0.420	0.432	86	08/26/2016
Subtotal and Average			80,316,036.41		84,000,000.00	83,962,660.00	83,963,719.99		0.370	45	
Treasury Coupon Securities											
91282QR4	877	Treasury Note		12/18/2015	10,000,000.00	10,010,200.00	10,007,700.32	1.500	0.530	29	06/30/2016
Subtotal and Average			10,011,683.24		10,000,000.00	10,010,200.00	10,007,700.32		0.530	29	
Local Agency Investment Funds											
SYS336	336	Local Agency Investmt Fund			64,108,240.28	64,122,412.05	64,108,240.28	0.552	0.552	1	
Subtotal and Average			64,108,240.28		64,108,240.28	64,122,412.05	64,108,240.28		0.552	1	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
May 31, 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
Total and Average			221,656,316.06		218,777,692.77	218,748,444.54	218,770,732.46		0.561	147

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
May 31, 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	622,876.10	622,876.10	622,876.10		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		27,616.67	27,616.67			1
				Subtotal		670,492.77	670,492.77			
Total Cash and Investments			221,656,316.06		219,420,568.87	219,418,937.31	219,441,225.23		0.561	147



ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of June 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	(06/01/2016 - 06/01/2016)	4 Maturities	0 Payments	73,420,568.87	33.46%	73,420,568.87	73,434,740.64
Aging Interval:	1 - 30 days	(06/02/2016 - 07/01/2016)	5 Maturities	0 Payments	57,000,000.00	25.98%	56,998,573.65	57,003,090.00
Aging Interval:	31 - 60 days	(07/02/2016 - 07/31/2016)	2 Maturities	0 Payments	18,000,000.00	8.20%	17,992,570.00	17,991,630.00
Aging Interval:	61 - 91 days	(08/01/2016 - 08/31/2016)	1 Maturities	0 Payments	10,000,000.00	4.55%	9,989,966.66	9,990,100.00
Aging Interval:	92 - 121 days	(09/01/2016 - 09/30/2016)	1 Maturities	0 Payments	9,000,000.00	4.10%	8,990,310.00	8,988,030.00
Aging Interval:	122 - 152 days	(10/01/2016 - 10/31/2016)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(11/01/2016 - 12/01/2016)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(12/02/2016 - 03/02/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(03/03/2017 - 06/01/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(06/02/2017 - 06/01/2019)	6 Maturities	0 Payments	52,000,000.00	23.71%	52,021,619.38	51,983,730.00
Aging Interval:	1096 days and after	(06/02/2019 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			19 Investments	0 Payments		100.00	219,413,608.56	219,391,320.64



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 May 31, 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 May 31, 2016 is included on the following page.



Fair Value Including Accrued Interest	\$	70,178,507,700.71
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Page 11



Orange County Fire Authority

Preliminary Investment Report

June 24, 2016



ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Summary
June 24, 2016

Orange County Fire Authority
 1 Fire Authority Road
 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	9,614,577.87	9,614,577.87	9,614,577.87	4.54	1	1	0.001	0.001
Federal Agency Coupon Securities	52,000,000.00	52,065,270.00	52,015,380.59	24.57	894	513	0.967	0.981
Federal Agency Disc. -Amortizing	76,000,000.00	75,972,830.00	75,968,962.21	35.88	93	41	0.328	0.333
Treasury Coupon Securities	10,000,000.00	10,001,100.00	10,001,327.64	4.72	195	5	0.523	0.530
Local Agency Investment Funds	64,108,240.28	64,122,412.05	64,108,240.28	30.28	1	1	0.544	0.552
Investments	211,722,818.15	211,776,189.92	211,708,488.59	100.00%	262	141	0.545	0.553
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	403,997.25	403,997.25	403,997.25		1	1	0.000	0.000
Accrued Interest at Purchase		27,616.67	27,616.67					
Subtotal		431,613.92	431,613.92					
Total Cash and Investments	212,126,815.40	212,207,803.84	212,140,102.51		262	141	0.545	0.553

Total Earnings	June 24 Month Ending	Fiscal Year To Date
Current Year	77,110.02	827,868.01
Average Daily Balance	217,941,754.79	178,532,827.73
Effective Rate of Return	0.54%	0.47%

"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

Cash and Investments with GASB 31 Adjustment:

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

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

Total

\$	212,140,102.51
\$	(19,436.11)
\$	<u>212,120,666.40</u>

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Investments
June 24, 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			9,614,577.87	9,614,577.87	9,614,577.87	0.001	0.001	1	
Subtotal and Average			12,429,305.84		9,614,577.87	9,614,577.87	9,614,577.87		0.001	1	
Federal Agency Coupon Securities											
3133EEA75	861	Federal Farm Credit Bank		04/23/2015	9,000,000.00	9,000,090.00	9,000,000.00	0.990	0.998	576	01/22/2018
3133EFJP3	869	Federal Farm Credit Bank Callable anytime		10/15/2015	10,000,000.00	10,000,100.00	10,000,000.00	1.100	1.054	842	10/15/2018
3133EFAZ0	889	Federal Farm Credit Bank Callable 9-6-16		04/21/2016	8,000,000.00	8,008,800.00	8,007,278.81	1.280	1.206	803	09/08/2018
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	9,046,800.00	9,000,000.00	1.100	1.065	636	03/23/2018
3134G3W63	892	Fed Home Loan Mtg Corp Callable 8-28-16		05/26/2016	10,000,000.00	10,007,700.00	10,003,560.87	1.030	0.827	64	11/28/2017
3130A67K7	884	Fed Home Loan Bank Callable 8-10-16		04/20/2016	6,000,000.00	6,003,780.00	6,004,540.91	1.270	0.662	46	08/10/2018
Subtotal and Average			52,018,370.01		52,000,000.00	52,065,270.00	52,015,380.59		0.981	513	
Federal Agency Disc. -Amortizing											
313396G98	888	Freddie Mac		04/21/2016	9,000,000.00	8,992,530.00	8,992,350.00	0.340	0.350	90	09/23/2016
313384YU7	885	Fed Home Loan Bank		04/21/2016	20,000,000.00	19,999,600.00	19,999,208.33	0.285	0.293	5	06/30/2016
313384YV5	886	Fed Home Loan Bank		04/21/2016	9,000,000.00	8,999,730.00	8,999,565.00	0.290	0.298	6	07/01/2016
313384ZZ5	887	Fed Home Loan Bank		04/21/2016	9,000,000.00	8,997,840.00	8,997,450.00	0.300	0.309	34	07/29/2016
313384ZK8	890	Fed Home Loan Bank		05/12/2016	9,000,000.00	8,998,830.00	8,998,600.00	0.280	0.288	20	07/15/2016
313384D55	891	Fed Home Loan Bank		05/24/2016	10,000,000.00	9,994,500.00	9,992,786.66	0.420	0.432	62	08/26/2016
313384J75	893	Fed Home Loan Bank		06/09/2016	10,000,000.00	9,989,800.00	9,989,022.22	0.380	0.391	104	10/07/2016
Subtotal and Average			79,381,457.46		76,000,000.00	75,972,830.00	75,968,962.21		0.333	41	
Treasury Coupon Securities											
912828QR4	877	Treasury Note		12/18/2015	10,000,000.00	10,001,100.00	10,001,327.64	1.500	0.530	5	06/30/2016
Subtotal and Average			10,004,381.22		10,000,000.00	10,001,100.00	10,001,327.64		0.530	5	
Local Agency Investment Funds											
SYS336	336	Local Agency Invstmt Fund			64,108,240.28	64,122,412.05	64,108,240.28	0.552	0.552	1	
Subtotal and Average			64,108,240.28		64,108,240.28	64,122,412.05	64,108,240.28		0.552	1	
Total and Average			217,941,754.79		211,722,818.16	211,776,189.92	211,708,488.59		0.553	141	

ORANGE COUNTY FIRE AUTHORITY
Portfolio Management
Portfolio Details - Cash
June 24, 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	383,997.25	383,997.25	383,997.25		0.000	1
Average Balance			0.00	Accrued Interest at Purchase		27,616.67	27,616.67			1
				Subtotal		431,613.92	431,613.92			
Total Cash and Investments			217,941,754.79		212,126,815.40	212,207,803.84	212,140,102.51		0.553	141

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ORANGE COUNTY FIRE AUTHORITY
Aging Report
By Maturity Date
As of June 25, 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	(06/25/2016 - 06/25/2016)	4 Maturities	0 Payments	74,126,815.40	34.95%	74,126,815.40	74,140,987.17
Aging Interval:	1 - 30 days	(06/26/2016 - 07/25/2016)	4 Maturities	0 Payments	48,000,000.00	22.63%	47,998,700.97	47,999,260.00
Aging Interval:	31 - 60 days	(07/26/2016 - 08/24/2016)	1 Maturities	0 Payments	9,000,000.00	4.24%	8,997,450.00	8,997,840.00
Aging Interval:	61 - 91 days	(08/25/2016 - 09/24/2016)	2 Maturities	0 Payments	19,000,000.00	8.95%	18,985,116.86	18,987,030.00
Aging Interval:	92 - 121 days	(09/25/2016 - 10/24/2016)	1 Maturities	0 Payments	10,000,000.00	4.71%	9,989,022.22	9,989,800.00
Aging Interval:	122 - 152 days	(10/25/2016 - 11/24/2016)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	153 - 183 days	(11/25/2016 - 12/25/2016)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	184 - 274 days	(12/26/2016 - 03/26/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	(03/27/2017 - 06/25/2017)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	366 - 1095 days	(06/26/2017 - 06/25/2019)	6 Maturities	0 Payments	52,000,000.00	24.52%	52,015,380.59	52,065,270.00
Aging Interval:	1096 days and after	(06/26/2019 -)	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			18 Investments	0 Payments		100.00	212,112,485.84	212,180,187.17



NOTES TO PORTFOLIO MANAGEMENT REPORT

- Note 1: Market value of the LAIF investment is calculated using a fair value factor provided by LAIF. The MUFG Union Bank Trust Department provides market values of the remaining investments.
- Note 2: Book value reflects the cost or amortized cost before the GASB 31 accounting adjustment.
- Note 3: GASB 31 requires governmental entities to report investments at fair value in the financial statements and to reflect the corresponding unrealized gains/ (losses) as a component of investment income. The GASB 31 adjustment is recorded only at fiscal year end. The adjustment for June 30, 2015 includes an increase of \$18,799 to the LAIF investment and a decrease of (\$38,235) to the remaining investments.
- Note 4: The 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.

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

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

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

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

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

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

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

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

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

Yield. Rate of return on a bond.

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

ECONOMIC TERMS

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

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

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

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

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

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

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

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

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

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

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



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 28, 2016

Agenda Item No. 3B
Consent Calendar

**Purchase Order Extended Warranty and
On-Site Service Contract with Zoll Medical Corporation**

Contact(s) for Further Information

Dave Thomas, Assistant Chief
Operations Department

davidthomas@ocfa.org

714.573.6012

Robert Acosta, Battalion Chief
Emergency Medical Services

robertacosta@ocfa.org

714.573.6071

Summary

This agenda item seeks approval to issue a purchase order to Zoll Medical Corporation for the purchase of a sole source extended warranty service to provide on-site repair and maintenance services for the current fleet of Zoll E-Series, Advanced Life Support (ALS) cardiac monitors (defibrillators) until the replacement units are purchased.

Prior Board/Committee Action

On January 28, 2010, the Board of Directors approved the sole source purchase from Zoll for the E-Series ALS cardiac monitor/defibrillators in the amount of \$1,897,520.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to issue a purchase order to Zoll Medical Corporation for the sole source purchase of a nine month extended warranty contract on our existing Zoll E-Series monitor/defibrillators in the amount of \$70,875.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The need for the extended warranty was not anticipated during the development of the FY 2016/17 Budget; therefore, staff will be seeking a Mid-Year Budget Adjustment to fund this item.

Background

The current fleet of cardiac monitors was purchased six years ago with the plan to replace all monitors in FY 2015/2016. The timing of this plan was based on the warranty provided with the initial purchase, the average life expectancy of these cardiac monitor/defibrillators, as well as, changing medical technology and treatment protocols. Most manufacturers of cardiac monitor/defibrillators recommend replacement every five to six years. While the original purchase six years ago was completed as a sole source, purchasing and Emergency Medical Services (EMS) determined that a competitive procurement process should be conducted to replace the current monitors. A request for proposal (RFP) was released on October 29, 2015, and four proposals were received. Through the course of the evaluation, it was determined that the specifications may have been overly restrictive. Based on direction from legal counsel, staff

rejected all proposals and began working to revise the specifications and reissue the solicitation. The revised RFP was released on July 15, 2016 with a due date of August 19, 2016.

Due to the unanticipated delay in the purchase of new monitors, the warranty on the existing monitors has expired and EMS is currently without a contract for repair and maintenance service. It is anticipated that the cost of the extended warranty/maintenance contract will be significantly more cost effective than fee-for-service repair costs for these now obsolete cardiac monitors. Additionally, a service contract will provide additional discounts on the purchase of parts and supplies needed to keep the current cardiac monitors functioning, which is critical to our mission as EMS service providers. The service contract with Zoll provides immediate on-site service and loaners if units need to be sent in for repairs, which allows uninterrupted service to the field along with a guaranteed 48 hour response to any issue. Zoll does not provide field technician on-site service for its monitors without an existing warranty contract.

Zoll does not authorize or train third party vendors to repair these highly technical devices; therefore, Zoll is the only company certified to provide this service for its product. It is anticipated that the purchase, delivery, training, and deployment of the new monitors through the impending RFP will be completed by the first quarter of 2017. Staff is recommending the purchase of the nine month warranty extension in the amount of \$70,875 in order to provide continuity of services until a new contract can be awarded and the new units are put into service.

[Attachment\(s\)](#)

Sole Source Request Form

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: EMS	Requested By: Todd Mitchell	Date: 6/29/2016
Recommended Vendor: Zoll Medical Corporation	Vendor Contact: Ken Massone	Vendor's E-mail Address: kmassone@zoll.com
Vendor Address: 269 Mill Road Chelmsford, MA 01824-4105		Vendor's Telephone #: 978 421-9587
Type of Contract: <input type="checkbox"/> One-time <input type="checkbox"/> Multi-Year <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Increase	Contract Term (Dates): 9 months	Contract Amount: \$70,875.00
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).		Attachments: <input checked="" type="checkbox"/> Yes <input 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.*

9 month service warranty extension for Zoll E Series monitor's. Previous service contract ended on Mar 31st, 2016
 Previous contract was for 5 years and was part of initial purchase of Zoll E series monitor's. Current request for extension will bridge the gap until deployment of new monitors.

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.*

Zoll Medical Corporation requires certified technicians to service warranty items. Zoll does not certify outside contractors for service work on their products as they are highly specialized.

SECTION III – JUSTIFICATION (continued)


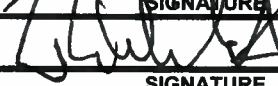

3. Pricing - What efforts were made to get the best pricing (e.g., did you simply request a quote, negotiate with the vendor, did the vendor provide a discount)? Please provide the quote with your sole source request.

Pricing quote attached.

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.)

No.



Sole Source Request Submitted by:

REQUESTORS NAME	SIGNATURE	DATE
Todd Mitchell		6/29/2016
DIVISION CHIEF/SECTION MANAGER NAME	SIGNATURE	DATE
BC Robert Acosta		7/13/16
ASSISTANT CHIEF NAME	SIGNATURE	DATE
Chief Randy Black		7/13/16

Purchasing Manager's Comments:

Executive Committee Approval Required ☒ Yes ☐ No

These original units were purchased from Zell as a sole source approved by the Board on January 28, 2010.

PURCHASING MANAGER'S APPROVAL	DATE
	7/14/16
EXECUTIVE CHIEF'S APPROVAL	DATE
	7/14/16

Executive Committee Approved: ☐ Yes ☐ No

Executive Meeting Date _____



EXTENDED WARRANTY CONTRACT

P.O. # _____

ZOLL Medical Corporation
269 Mill Road
Chelmsford, Massachusetts 01824-4105
www.zoll.com
(978) 421-9655
(800) 348-9011
(978) 421-0022 Fax

CUST#: 5111
NAME: Orange County Fire Authority
Billing: P.O. Box 53008
Irvine, CA 92619
Shipping: 1 Fire Authority Road
Irvine, CA 92602

DATE: 5/11/2016
ATTN: Todd Mitchell
TEL#: (714) 573-6074
FAX #: N/A
EMAIL: toddmitchell@ocfa.org

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	DISCOUNTED	EXTENDED
				PRICE	PRICE
8889-9999	NINE (9) Month Prorated Extended Warranty ZOLL Defibrillator.	105	\$900.00	\$675.00	\$70,875.00

(+75 PER UNIT PER MONTH)

Serial Numbers:

(See page 2. for serial number inventory list)

CONTRACT DATES:

To be determined upon the receipt of the signed contract and/or PO Number.

TOTAL \$70,875.00

PRORATED EXTENDED WARRANTY INCLUDES:

- * 25% Multi Unit Discount.
- * 20% Discount on New Cables.
- * 25% Discount on Lithium SurePower Batteries.
- * 50% Discount on Sealed Lead Acid Batteries.
- * The use and shipping of a Service Loaner at no cost during repairs.
- * No charge for shipping of unit being repaired.

NOTES:

- * Extended Warranty is a continuation of the EMS One Year Product Limited Warranty.
- * List prices quoted are firm for 60 days.
- * Terms are Net 30 Days.
- * Customer is responsible for all applicable taxes.

CANCELLATION POLICY:

The request to cancel an Extended Warranty must be sent in writing to the Service Contracts Department.
The Extended Warranty Contract will be terminated 60 Days after receipt of request to cancel. ZOLL will credit balance of contract to customer's account.

Authorized signature / Date
(Please Print Name)

Ken Massone 5/11/16

Ken Massone / Date
Service Contracts Administrator



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 28, 2016

Agenda Item No. 3C
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 a support position on AB 470.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Support AB 470.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

In August of 2015, the Orange County Task Force on Drowning Prevention was formed. It is comprised of OCFA, heads of countywide public health, public safety, government, non-profit organizations, parents of victims, and Olympic medal-winning swimmers. Director Al Murray is Chairman of the task force and part of a work group, that includes OCFA staff, considering policy, regulatory, and/or enforcement measures that could reduce drownings. The work group reached out to the Association of California Cities Orange County (ACCOC) for assistance in collecting input from the housing development industry and business community.

Working with ACCOC the work group identified AB 470 (Chu), a bill that was “gut and amended” in May of 2016 that improves safety for new pool construction and education for home buyers. The work group is recommending the bill be supported.

AB 470 (Chu) Pool Safety Act

Staff Recommendation: Support

Location: Senate Floor

Status: Pending Vote

Reviewed by: Orange County Drowning Prevention Task Force

- Expands the Pool Safety Act to require that **two** of seven state approved safety devices must be installed for homes with pools. Current law requires installation of **one** of the following:
 - An enclosure separating home access points (fence)
 - A removable mesh fencing with self-closing, self-latching mechanisms
 - Pool cover
 - Exit alarms on access doors from the home to the pool
 - Self-closing, self-latching devices on access doors from the home to the pool
 - Motion detecting pool alarm
 - Any other feature providing as much or greater protection than the above as verified by specified independent engineering/technical trade organizations
- Applies only to new pool construction or a remodel that requires a building permit.
- Requires that home buyers are informed by a home inspector at the time of a home purchase of those safety devices that are installed, and the additional barriers they can add to prevent drownings.

Attachment(s)

None.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 28, 2016

Agenda Item No. 4A
Discussion Calendar

**Investigating Complaints, Allegations, and
Observations of Employee Misconduct Procedure Update**

Contact(s) for Further Information

Brian Young, Interim Director
Human Resources Department

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714.573.6014

Brigette Gibb, Employee Relations Mgr.

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714.573.6353

Summary

This agenda item is submitted at the request of the Executive Committee for informational purposes, and to provide context on the factors considered when making a determination to retain an external (versus internal) investigator to investigate employee misconduct. The procedure will continue to evolve as staff continues to meet and discuss with represented groups.

**Prior Board/Committee Action – Human Resources Committee Recommendation:
APPROVE**

On May 26, 2016, the Executive Committee considered a staff recommendation to award two contracts with external investigation firms to provide administrative investigation services. The Executive Committee requested that the item be returned to the Committee in July, along with additional information about the two recommended firms and an investigations procedure which, among other things, identifies under what circumstances Human Resources will retain an external investigator.

At its regular July 5, 2016, meeting, the Human Resources Committee reviewed and unanimously recommended approval of this item with minor modifications.

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

The Orange County Fire Authority (OCFA) takes all complaints of employee misconduct seriously. Complaints of harassment and discrimination based on protected classes must be investigated pursuant to the California Fair Employment and Housing Act and Title VII of the Civil Rights Act. Currently, the Human Resources Department has responsibility for ensuring misconduct is investigated. The procedure for investigating complaints, allegations, and observations of employee misconduct formalizes and standardizes current practices as well as

incorporates the role of the emerging Professional Standards Unit (PSU). Upon establishment, the PSU will have the ultimate responsibility for investigating complaints which, based on allegations, would constitute serious employee misconduct (e.g. threats of or actual violence, insubordination, dishonesty, theft, coming to work under the influence of controlled substances or alcohol), or a serious violation of an OCFA Standard Operating Procedure, General Order, or state or federal law. Once a complaint is brought to the PSU, and **depending on the nature of the issues raised and the individuals involved**, the HR Department/PSU may either conduct an investigation internally, or delegate their authority to investigate to other appropriately trained management employees, or assign an external investigator.

The procedure is not intended to cover general performance issues observed by Captains/Supervisors, Battalion Chiefs/Managers, and other management and executive management staff in the normal course of business, other than when such problems are persistent or of such a severe nature that the first line supervisor requests PSU involvement. Since it is management's obligation to conduct investigations and ensure compliance with all legal requirements when doing so, and since the manner in which such matters are investigated do not impact terms and conditions of employment, the procedure is not subject to the meet and confer process with the employee associations. However, in the interest of labor relations, the procedure has been provided to the represented groups for their input. Two represented groups have expressed interest in meeting to discuss the procedure. An initial meeting has been held with the Orange County Professional Firefighters Association, Local 3631. Additional meetings are needed.

Attachment(s)

1. Procedure for Investigating Complaints, Allegations, and Observations of Employee Misconduct Investigations
2. Issue Flow Chart (Sworn/Safety)
3. Issue Flow Chart (Non-Safety)
4. Probationary Employee Example
5. Level 1 Investigation Example
6. Level 2 Investigation Example
7. Level 3 Investigation Example

Orange County Fire Authority
Professional Standards Unit

Procedure for Investigating
Complaints, Allegations, and Observations of Employee Misconduct

The Orange County Fire Authority (OCFA) takes all complaints of employee misconduct seriously. The Professional Standards Unit (PSU) will have the ultimate responsibility for investigating complaints which, based on allegations, would constitute serious employee misconduct, such as: threats of or actual violence, insubordination, dishonesty, theft, coming to work under the influence of controlled substances or alcohol, or a serious violation of an OCFA Standard Operating Procedure (SOP), General Order (GO), or state or federal law. Once a complaint is brought to the level of the PSU, and depending on the nature of the issues raised and the individuals involved, the PSU may either conduct an investigation internally or delegate its authority to investigate to other appropriately trained management employees or an external investigator. This procedure is not intended to cover general performance issues observed by Captains/Supervisors, Battalion Chiefs/Managers, and other management and executive management staff in the normal course of business other than when such problems are persistent or of such a severe nature that the first line supervisor requests PSU involvement.

I. Initiating a Complaint

Complaints may be filed by contacting the Employee Relations Manager or any supervisor within the chain of command who will then forward the complaint to his or her supervisor and Human Resources (HR). Complaints may also be brought directly to the attention of the HR Director or Fire Chief. When an employee is raising an issue that he or she believes should be investigated, the complaint may be submitted in person, by phone, email, or other written documentation to the Employee Relations Manager unless the complaint is against the Employee Relations Manager, in which case, it will be submitted to the HR Director or the Fire Chief. Complaints against the HR Director may be brought to the Fire Chief. Complaints against the Fire Chief may be filed with either the HR Director, the OCFA Board Chair or Vice Chair, or the HR Committee Chair and will be processed in accordance with this procedure.

Whenever possible, complaints should be submitted as soon as possible from the event which triggered the complaint. It is important to include names of possible witnesses and any documentation which supports the allegations in the complaint. OCFA will make every effort to ensure that the investigation process is conducted in the most confidential manner possible and expects that employees bringing complaints, as well as all others involved in the investigation process, do the same.

II. Responsibility to Inform Human Resources Director

If any HR professional or any supervisor (or above) level employee becomes aware of information (either through a complaint or from direct observation) that would lead a reasonable person to believe that serious employee misconduct as defined above has occurred, he or she will

inform the HR Director as soon as reasonably possible after learning of the information. Corrective action, such as, but not limited to, coaching, training, and/or progressive discipline may be taken against anyone with a duty to act who fails to do so.

III. Determining Whether to Investigate

The HR Director, in consultation with staff from the PSU, will decide whether an investigation is necessary based upon the allegations and, if so, whether to use internal staff or an external qualified investigator. The HR Director will inform the Fire Chief and General Counsel when an investigation is to be conducted by an external investigator.

IV. Determining Level of Investigation

If it is concluded that a formal investigation is necessary to determine: (1) whether the allegations made have occurred; (2) whether the facts which, if found to be true, constitute a violation of procedure; and/or (3) whether a concern is more prevalent than alleged, meaning it may be impacting more than just the complaining party, the HR Director and PSU shall (in consultation with General Counsel, if necessary) determine who should conduct the investigation.

If the matter involves an allegation of a violation of OCFA policy which, if true, would not also constitute a violation of law, and the individuals accused of misconduct hold the rank of Battalion Chief or below or Manager or below, the investigation will be conducted by OCFA staff (either by or in collaboration with HR staff). **If the matter involves an employee holding the rank of Division Chief or higher or Director or higher and/or if the allegations involve matters which, if found to be true, could also constitute a violation of law, by an employee of any rank, an external investigator will conduct the investigation. An external investigator shall be used if the matter involves a complaint covered by this procedure against any Human Resources professional, executive management employee, Board member, or General Counsel. In addition, an external investigator may be utilized in the event there are insufficient internal resources available to investigate particularly complex or involved allegations.**

V. Investigator Duties

A. Investigations will be a collaborative effort between the department in which the involved employee works, the Human Resources Department, and the PSU. The complainant will be informed of the investigation and its progress on a timely basis.

B. With the exception of preliminary fact-finding used to determine what happened in a given situation, when no specific employee is suspected of wrongdoing, or the employee's conduct, even if found to be true, would not result in more than an oral counseling, all investigations of firefighter employees will be conducted in conformance with the rights set forth in the Firefighters' Procedural Bill of Rights Act.

C. The investigator will address the following with the complainant and accused, whenever applicable and feasible:

1. The nature of the investigation and these investigation guidelines.
2. For claims of harassment and discrimination based on a protected class (gender, race, disability, religion, etc.) and retaliation for complaining about such conduct, OCFA is under a legal obligation to investigate and address such concerns. As such, OCFA will conduct an investigation into the allegations even in cases when the complainant is reluctant to proceed. The complainant will be notified in advance when such action is necessary.
3. The importance of confidentiality during the investigation. To the extent possible, OCFA will make every reasonable effort to conduct all proceedings in a manner that will protect the confidentiality of all parties. Parties to the complaint must treat the matter under investigation with discretion and respect for the reputation of all parties involved.
4. California Public Records Act. Upon conclusion of the investigation, if the investigation is not conducted by an attorney, records may be made available to the extent mandated by law.
5. The investigator, in collaboration with the complainant's department and HR staff, will determine if action is necessary to ensure that no discrimination/harassment occurs against the complainant while the investigation is pending and after its conclusion.

VI. Investigation Process

A. Purpose of the investigation. The purpose of any investigation is to evaluate the allegations (from a factual, legal, and policy standpoint), formulate a response that addresses the facts as they are determined, and follow up to ensure that the necessary action steps are completed.

B. Method of Investigation. Depending on the facts of the case, an investigation may range along a continuum from a one-on-one conversation with the accused with an agreement as to further interactions, to an inquiry with multiple witness interviews. During the investigation, the investigator may interview the parties and witnesses who have first-hand knowledge of the events and gather relevant documents. Unless specified otherwise, all interviews will be audio recorded. After analyzing all the information, the investigator will, in most cases, prepare a report with factual findings. Based on the factual findings, HR, in collaboration with the appropriate department staff, and General Counsel (when deemed necessary), will determine appropriate steps to be implemented. The complainant and the accused will be provided with a notice of the ultimate conclusion of the investigation. Only if discipline is proposed against an employee (and the employee is not at-will) will the relevant portions of the investigation report be provided to that employee.

C. Representatives.

1. The subject employee may be represented at the investigative interview (interrogation) and any subsequent interviews or meetings. Individuals who are not accused of wrongdoing are not entitled to a representative, but on a case-by-case basis depending on the circumstances of the situation, OCFA may allow a representative to attend. The representative may not be someone who is a witness, complaining party, or subject of the investigation.

2. Role of Representative. The role of the union representative is critical to the interview process. An investigatory interview is not an adversarial process or court room procedure; therefore, objections to questions, as those made in a court room or in a deposition, will not be permitted. Management's goal, when conducting an interview, is to obtain information relevant to the issue being investigated and to obtain the correct result. Management's goal is not to be intentionally confusing or misleading. Accordingly, union representatives may clarify a question which may be vague or confusing by clarifying the issue or asking the interviewer to clarify the question. In addition, the representative may ask questions which may lead to the discovery of additional information. While a union representative may make a general statement which may help guide the interview at the outset or the conclusion of the interview, the representative cannot answer questions on behalf of the employee. The union representative may not interfere with the interview. If a representative continues to try to interject responses on behalf of the employee or to coach the employee through repeated legal objections, the interview may be stopped and the employee will be given a choice whether to proceed without a union representative or a different representative.

D. Possible outcomes. An investigation may result in one of the following findings:

1. A determination that there is sufficient evidence to indicate the occurrence of serious misconduct, as defined in this procedure. The allegation will be "sustained."

2. A determination that there is insufficient or no evidence to show that the employee engaged in serious misconduct as defined in this procedure. The allegation will be "unsustained."

3. A determination that inappropriate behavior has occurred. The allegation will be "founded."

4. A determination that there is sufficient evidence to indicate that an allegation is untrue (false) or not supported by any facts. The allegation will be "unfounded."

The difference between a determination of "sustained" and "founded" is that "founded" is more absolute. For example, when an accused employee admits to an allegation of misconduct and the evidence supports the admission, the investigation finding would be "founded," indicating the misconduct did occur. A video recording of the misconduct occurring may also result in an investigative finding of "founded." The difference between "unsustained" and "unfounded" is that "unfounded" is more absolute. For example, when an employee accused of theft while responding on an emergency call wasn't even on duty or present at the call, the investigative finding would likely be "unfounded," indicating that the misconduct (by this employee) did not occur.

If discrimination, harassment, retaliation, false allegation, serious employee misconduct (as defined within this procedure), or other policy violation occurred, OCFA will take necessary action to correct the behavior. A false charge occurs when someone intentionally reports information or incidents that they know to be untrue and the evidence demonstrates that the employee has engaged in such action. Knowingly filing a false report may lead to termination of employment.

OCFA must take prompt remedial action consistent with the severity of the offense, if any, and all applicable OCFA rules and regulations. The necessary action will be evaluated based on all of the circumstances taking into account discipline issued to others for similar offenses and will be evaluated by the department in conjunction with HR, the PSU, and General Counsel (when deemed necessary).

VII. Confidentiality

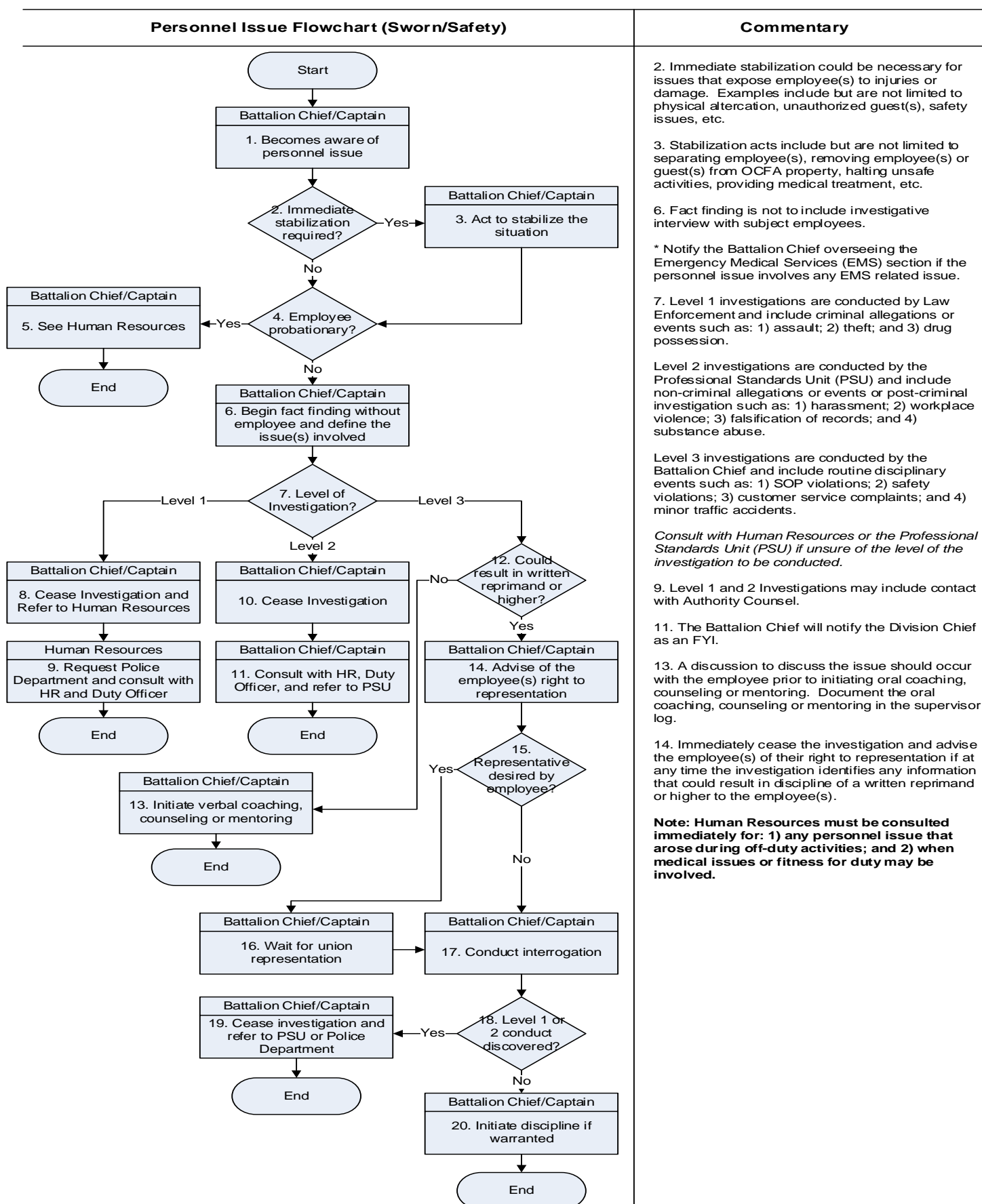
To the extent possible, all information received in connection with the filing, investigation, and resolution of allegations will be treated as confidential except to the extent it is necessary to disclose particulars in the course of the investigation or when compelled to do so by law. All individuals involved in the process should observe the same standard of discretion and respect for the reputation of everyone involved in the process.

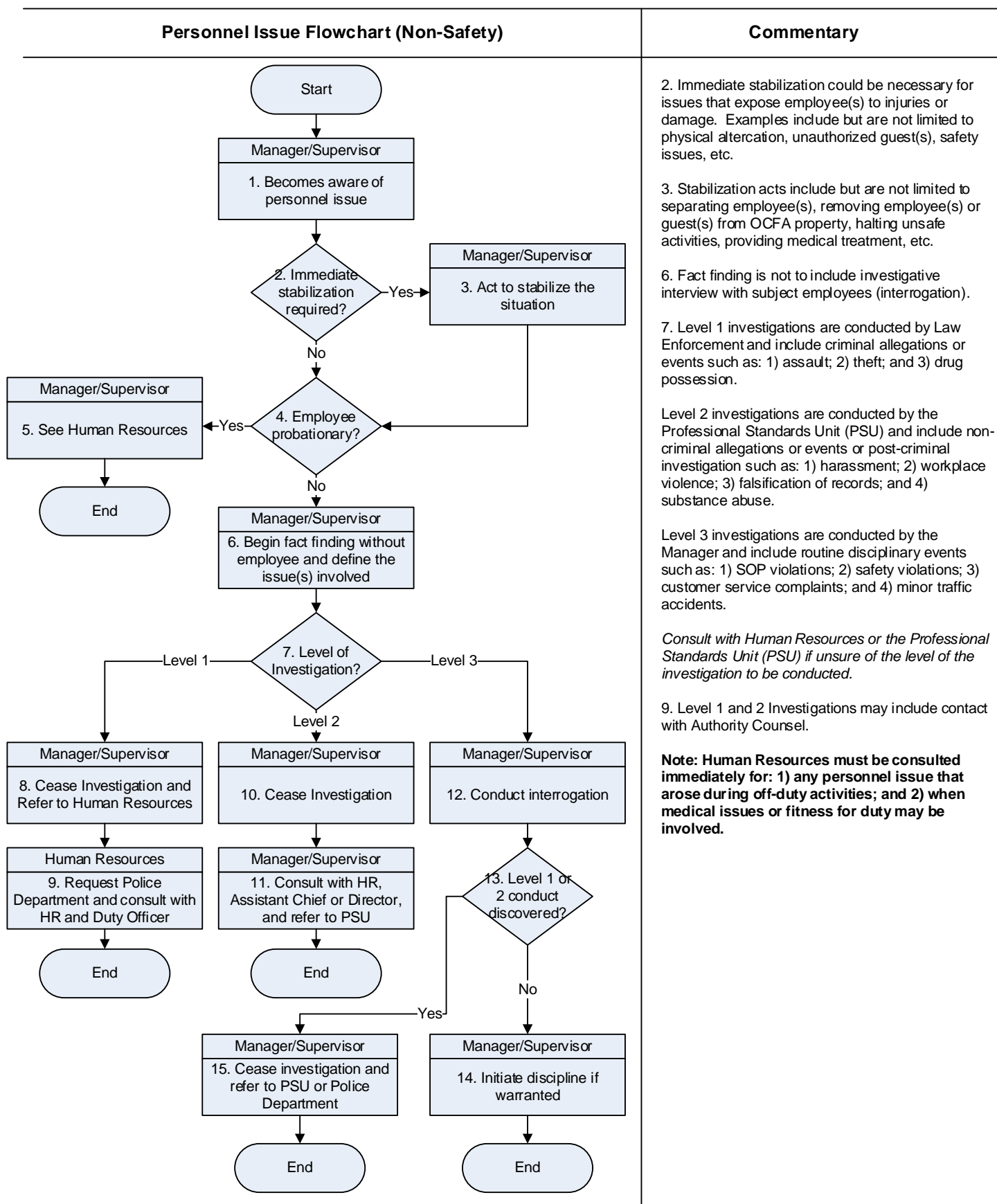
VIII. Retaliation

OCFA will not tolerate retaliation in any form against any employee, independent contractor, or volunteer who brings a complaint, serves as a witness, assists a complainant, or participates in an investigation of discrimination or harassment based on a protected class. Retaliation can consist of any adverse action or treatment when directed at someone without a legitimate reason and solely because that individual brought or participated in a complaint; however, simply because an employee has brought or has participated in a complaint does not mean that that employee is shielded from any adverse treatment when there is no causal nexus between the complaint and the negative action or treatment.

IX. Recordkeeping

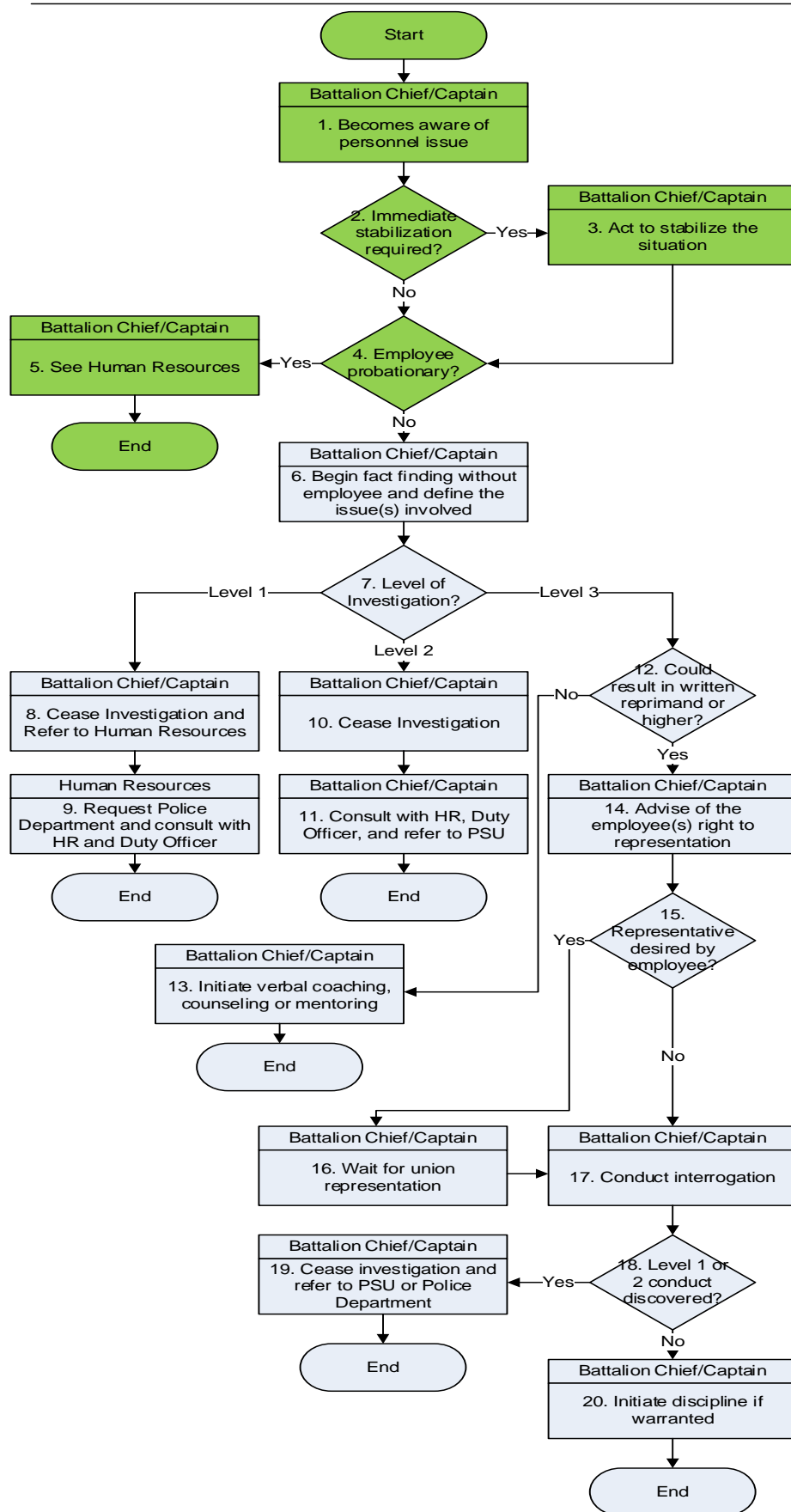
Investigation reports, all interviews, attachments, and notices informing employees of the outcome of the investigation, all of which do not result in discipline against an employee will not be placed in any employee's personnel file. If discipline is imposed, the relevant portions of the report will be included with the disciplinary notices which, in turn, will be placed in the personnel file. The report and all related documentation will instead be kept in the employee relations files within the HR Department. Investigation records will be kept in accordance with OCFA's record retention schedules. Such documents may be provided to outside agencies such as the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission if a complaint is filed and a response by OCFA is required.





Personnel Issue Flowchart Example – Probationary Investigation

Commentary

Scenario:

Probationary Firefighter observed by Captain removing self-contained breathing apparatus (SCBA) in an Immediately Dangerous to Life or Health (IDLH) area of a structure fire prior to atmospheric monitoring.

1. Fire Captain becomes aware of issue.

2. Immediate stabilization is required due to unsafe condition.

3. Fire Captain and Safety Officer direct Probationary Firefighter to wear SCBA until atmospheric monitoring is conducted and personnel are notified it is safe to downgrade respiratory protection.

4. Employee is probationary.

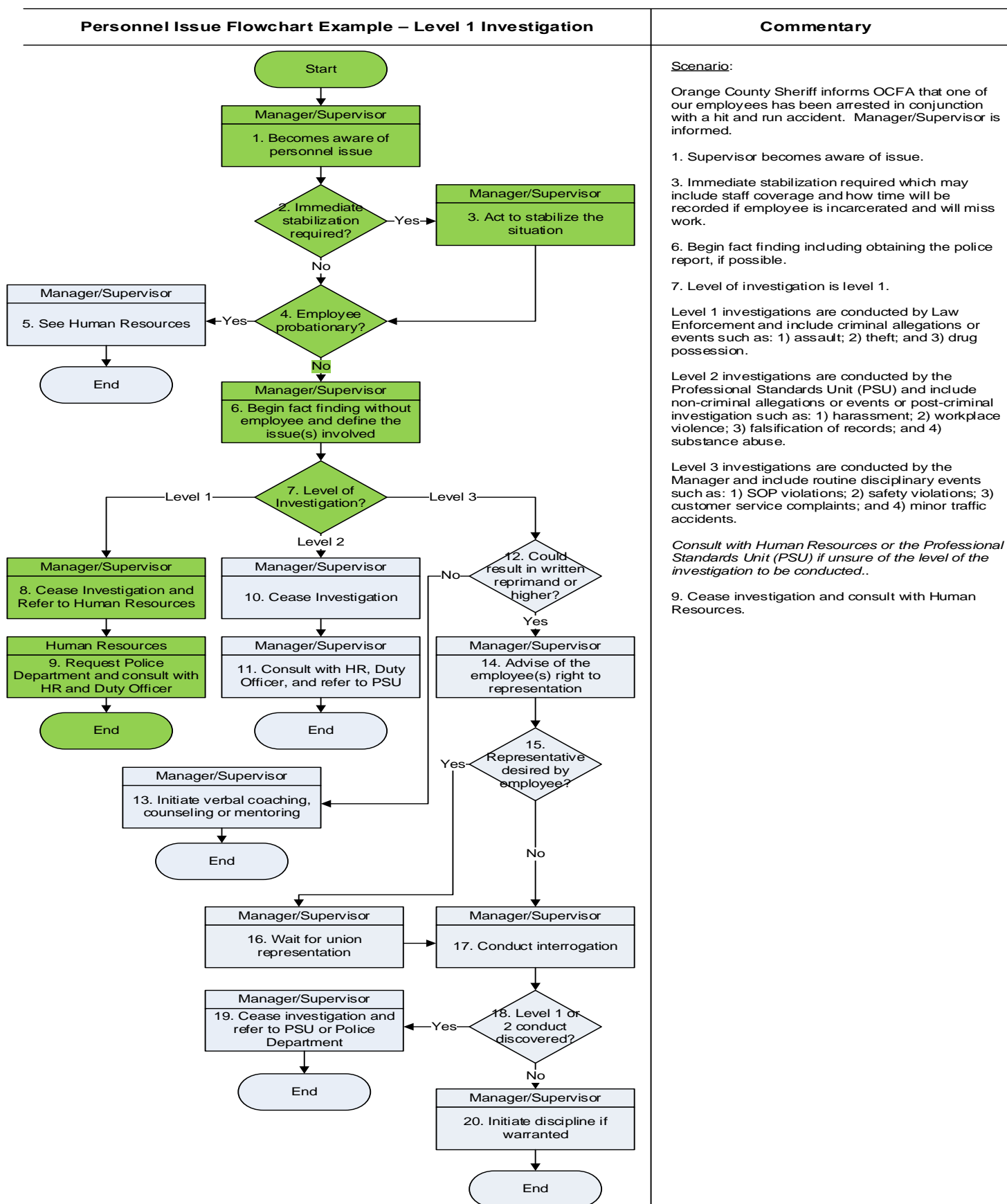
5. Fire Captain notifies Human Resources to discuss appropriate actions with probationary employee.

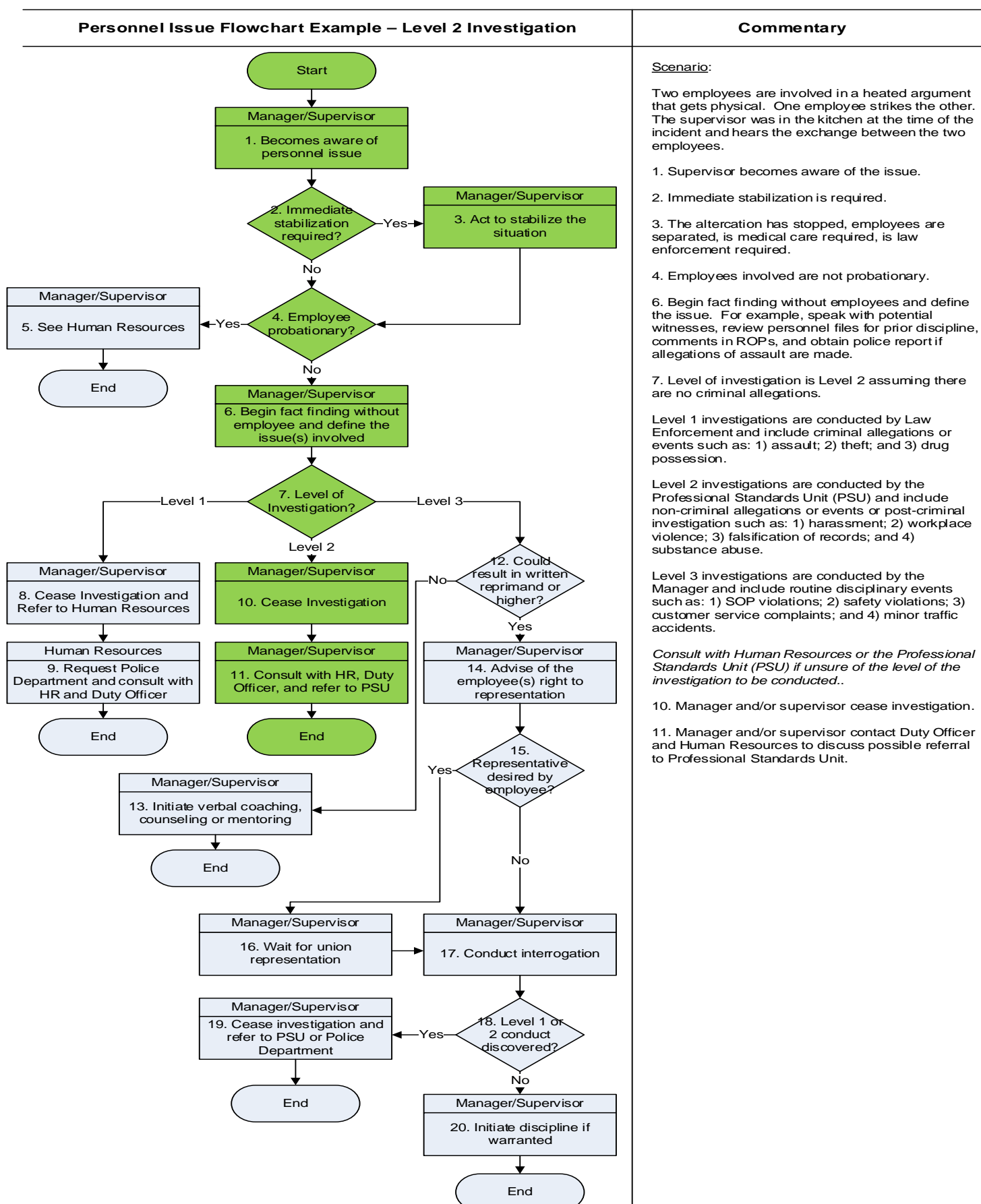
7. Level 1 investigations are conducted by Law Enforcement and include criminal allegations or events such as: 1) assault; 2) theft; and 3) drug possession.

Level 2 investigations are conducted by the Professional Standards Unit (PSU) and include non-criminal allegations or events or post-criminal investigation such as: 1) harassment; 2) workplace violence; 3) falsification of records; and 4) substance abuse.

Level 3 investigations are conducted by the Battalion Chief and include routine disciplinary events such as: 1) SOP violations; 2) safety violations; 3) customer service complaints; and 4) minor traffic accidents.

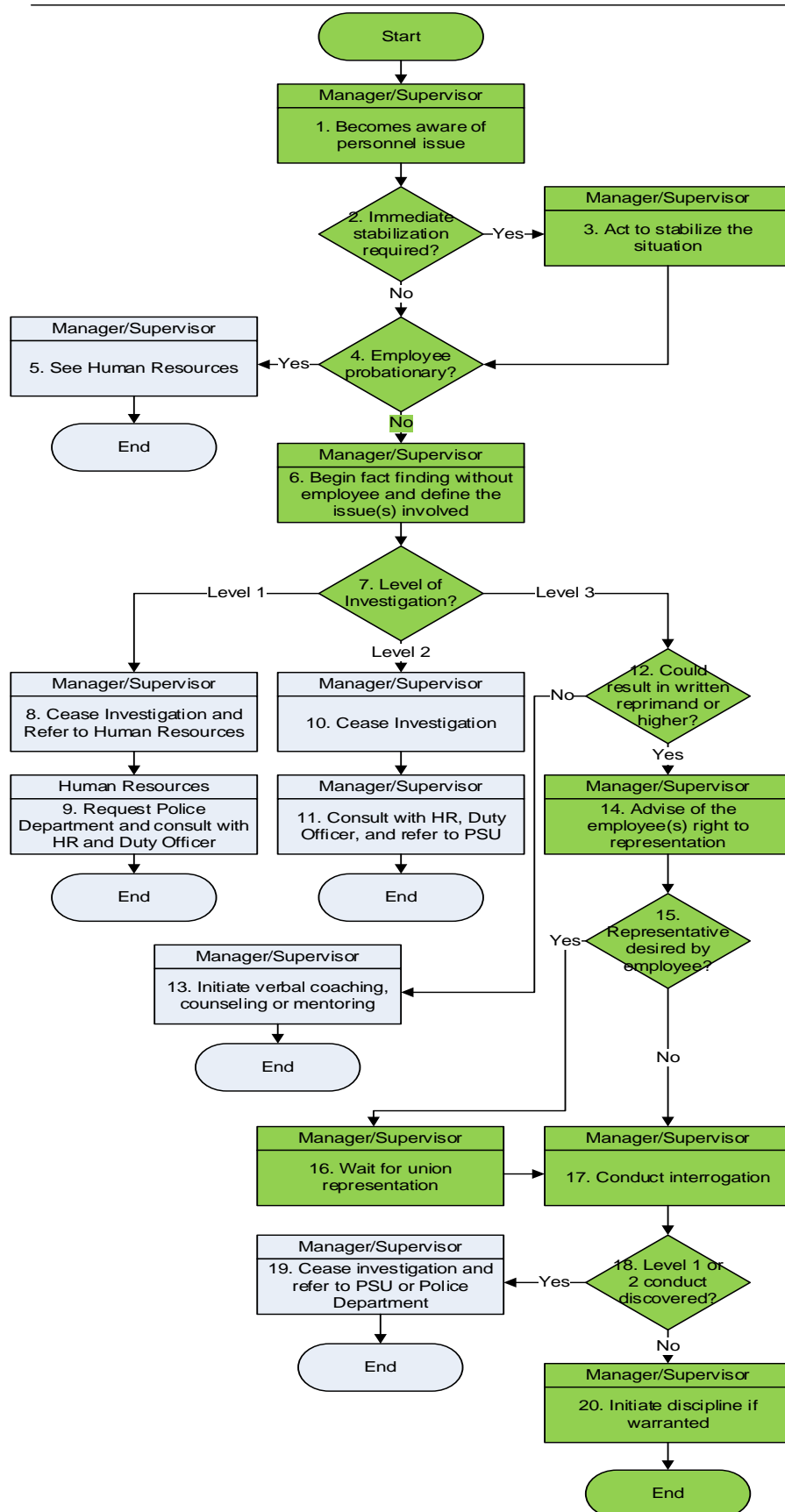
Consult with Human Resources or the Professional Standards Unit (PSU) if unsure of the level of the investigation to be conducted..





Personnel Issue Flowchart Example – Level 3 Investigation

Commentary

Scenario:

Employee is involved in a vehicle accident. Supervisor was in the vehicle at the time of the accident and believes the employee was driving recklessly (excessive speed).

1. Supervisor becomes aware of issue.
2. Immediate stabilization required due to damaged engine.
3. Vehicle taken out of service to have it replaced/ repaired.
6. Begin fact finding without employee and define the issue. For example: review accident history, review personnel file for prior discipline, comments in ROPs, obtain police report, and review accident report.
7. Level of investigation is level 3.

Level 1 investigations are conducted by Law Enforcement and include criminal allegations or events such as: 1) assault; 2) theft; and 3) drug possession.

Level 2 investigations are conducted by the Professional Standards Unit (PSU) and include non-criminal allegations or events or post-criminal investigation such as: 1) harassment; 2) workplace violence; 3) falsification of records; and 4) substance abuse.

Level 3 investigations are conducted by the Manager and include routine disciplinary events such as: 1) SOP violations; 2) safety violations; 3) customer service complaints; and 4) minor traffic accidents.

Consult with Human Resources or the Professional Standards Unit (PSU) if unsure of the level of the investigation to be conducted..

12. Discipline could result in a written reprimand or higher.
14. Advise employee of representation rights.
15. Representation is desired by the employee.
16. Wait to interrogate until representation can be arranged.
17. Conduct interrogation.
18. Level 1 or 2 conduct is not discovered.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
July 28, 2016

Agenda Item No. 4B
Discussion Calendar

Award of RFP #JA2059
Internal Affairs 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 internal affairs investigative services to the top two ranked firms in the Request for Proposal (RFP) process.

Prior Board/Committee Action- Human Resources Committee Recommendation: APPROVE

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

On May 26, 2016, the Executive Committee requested additional information regarding the RFP process and recommended firms and directed staff to develop an investigations policy which, among other things, identifies under what circumstances Human Resources will retain an external investigator. The questions that were asked by the Executive Committee and corresponding answers are provided in Attachment 1.

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

RECOMMENDED ACTION(S)

1. Approve and authorize the Fire Chief to sign two Professional Services Agreements for internal affairs investigative services: one with Van Dermiden Maddux Investigations Law Firm (VDM), and the other with Sintra Group, each with an initial one-year term in the amount of \$50,000 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 \$100,000 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 \$100,000 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 FY 2016/17 budget.

Background

At the May 26, 2016, Executive Committee Meeting, staff recommended the award for both internal affairs and pre-employment background investigative services in a combined staff report, since the solicitation for both service requests was combined. The Executive Committee directed staff to develop an investigations policy which, among other things, identifies under what circumstances Human Resources will retain an external investigator.

The Human Resources (HR) department is responsible for working with managers and supervisors to investigate personnel matters, such as employee misconduct. At times it is desirable to have an external investigator conduct the investigation in order to ensure impartiality when the allegations involve misconduct associated with potential liability, such as harassment, discrimination, retaliation, criminal activity, or high-level employees. Additionally, highly complex or involved investigations may be delegated to an external investigator due to a lack of sufficient internal resources. Having a panel of external investigators will enhance the ability of Human Resources to conduct investigations in a thorough, objective, and timely manner. Currently, external investigators are retained through Woodruff, Spradlin & Smart (WSS). During fiscal year 2015/16, the hourly rate for these investigators has been between \$320-\$375.

RFP Preparation

On October 15, 2015, RFP #JA2059 was issued seeking proposals from qualified firms with experience performing investigative services. A non-mandatory pre-proposal meeting was held on October 29, 2015, and representatives from six firms attended. Final proposals were due on November 19, 2015, and eleven proposals were received.

Evaluation Team

An evaluation team consisting of staff members with experience in investigations, hiring, and/or training evaluated each of the eleven proposals based on the following weighted criteria as defined in the RFP: statement of qualifications (40%), written technical approach (30%), and proposed costs (30%). The top four ranking firms were invited to participate in interviews with the evaluation team. After the interviews and final scoring, the top two ranking firms were Van Dermiden Maddux Investigations Law Firm and Sintra Group.

Award Recommendation

After the final scoring, it was determined that establishing contracts with the top two 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. Per Executive Committee direction at the June 23, 2016 Executive Committee meeting, the professional services agreements (PSAs) include an indemnification clause. The PSA for Sintra Group requires evidence satisfactory to OCFA that each subcontractor has secured all required insurance. Van Dermiden Maddux Investigations Law Firm does not utilize subcontractors.

Based upon the evaluation and best and final results, staff is recommending that two contracts be awarded for internal affairs investigative services as follows: Van Dermiden Maddux Investigations Law Firm in an amount not to exceed \$50,000 annually and Sintra Group in an amount not to exceed \$50,000 annually.

In addition, staff recommends the authorization of the Purchasing Manager to redistribute or adjust the \$100,000 between the two contracts as requested by the department, so long as the aggregate amount does not exceed \$100,000 annually, and to approve two additional renewal options provided the contract services are still required, and the contract performance meets expectations.

Attachment(s)

1. Questions & Answers – Internal Affairs Investigative Services
2. Responses from Sintra Group
3. Responses from VDM
4. Summary of Proposals/Evaluation Results for Internal Affairs Investigations
5. Professional Services Agreements

**Orange County Fire Authority
Excerpts from May 26, 2016 Executive Committee Meeting
Internal Affairs 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, 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. How does OCFA make the determination when internal affairs investigations will be sent to an outside law firm?

Answer: Currently Human Resources makes this determination based on a number of factors such as the nature of the issues involved (e.g. allegations of discrimination, harassment, or retaliation), complexity of investigation (e.g. criminal charges or high-level subject employees), and level of in-house resources.

3. Is OCFA going to have a policy on internal affairs investigations that governs how internal affairs investigations will be handled?

Answer: A policy on investigating complaints has been drafted to be presented to the Human Resources Committee in July. This policy documents what factors have been and would continue to be considered when making a determination on contracting out an investigation.

4. What has OCFA's past practice for internal affairs been? Has outside Counsel been used in the past?

Answer: When Human Resources determines the investigation should be conducted by an external investigator, the investigator (attorney) is retained through Woodruff, Spradlin, and Smart. Hourly rates for the last three attorney investigators were between \$320 - \$375.

5. Who is this law firm, Van Dermyden Maddux (VDM)?

Answer: VDM is a California Law Corporation formed in 2011 by Sue Ann Van Dermyden and Deborah Maddux. The main office is located in Sacramento and the firm has additional locations in

**Orange County Fire Authority
Excerpts from May 26, 2016 Executive Committee Meeting
Internal Affairs Investigative Services**

Questions & Answers

Oakland and Reno, Nevada. Sue Ann and Deborah each have 23 years of experience, including over 10 years exclusively conducting investigations. Each has conducted over 700 workplace investigations and supervises their team of seven California-licensed attorneys on investigations with hundreds involving internal affairs matters.

6. Who from Woodruff, Spradlin, and Smart (WSS) participated in reviewing VDM and what due diligence was done to determine this firm is competent to do internal affairs investigations?

Answer: No one from WSS was involved in the evaluation of the proposals received for the internal affairs investigative services RFP. The evaluation process followed was consistent with the standard RFP procedures. The evaluation team consisted of a Human Resources representative with extensive background in employee relations, a chief officer with background in investigations, and a battalion chief from operations/training section. This evaluation team reviewed the proposals submitted, participated in the interview process and performed the reference checks. Purchasing and Human Resource staff provided oversight in the evaluation process.

The evaluation team determined that VDM was the highest ranked firm in the evaluation process and this firm met the minimum requirements included in the solicitation and listed below:

- Experience in conducting internal affairs investigations (i.e., allegations of employee misconduct, discrimination/harassment complaints, etc.) with local government and/or public sector within the last five (5) years.
- Assigned investigators must have experience conducting investigations in accordance with the Firefighters Procedures Bill of Rights Act (FBOR).

7. What is the background of the top three principals at VDM,; what agencies have they worked for?

Answer: Sue Ann and Deborah are the senior partners in this women-owned small business law firm, both are licensed by the California State Bar and are certified Equal Employment Opportunity Commission (“EEOC”) Investigators. Sue Ann is also a licensed private investigator, and Deborah is a Senior Professional in Human Resources (“SPHR”). Both are active in the Association of Workplace Investigators; the American Bar Association; and, the sub-committee on Workplace Investigations. Sue Ann is also a member of the Standards Technical Committee of ASIS International, charged with preparing standards and guidelines for workplace investigations.

8. What agencies did VDM work for?

Answer: Over the past five years, VDM has provided employment law services to nearly 100 public entity clients and California state agencies, including the following:¹

Orange County Fire Authority
Excerpts from May 26, 2016 Executive Committee Meeting
Internal Affairs Investigative Services

Questions & Answers

- Berryessa Union School District
- California Air Resources Board
- Calif. Community Colleges, Chancellor's Office
- California Department of Boating and Waterways
- California Department of Child Support Services
- California Department of Developmental Services
- California Department of Human Resources
- California Department of Real Estate
- California Department of Water Resources
- California Northstate University
- Calif. Office of Statewide Health Planning & Dev.*
- California State Personnel Board
- California Regional Transit*
- California State Bar
- California State Senate
- California State Treasurer's Office
- California State University, Chico
- California State University, East Bay
- California State University, Sacramento
- California State University, San Jose
- California State University, Stanislaus
- Cameron Park Community Services District
- City of Atwater
- City of Ceres
- City of Coalinga
- City of Concord
- City of Folsom
- East Bay Municipal Utility District
- Fairfield-Suisun Union School District
- Foundation for Community Colleges
- Fresno Unified School District Board of Education*
- Grass Valley School District
- Hayward Unified School District
- Hispanic Scholarship Fund
- Judicial Council of California*
- Livermore Area Recreation and Park District
- Los Rios Community College District
- Lucia Del Mar Unified School District
- Martinez Unified School District
- Marin Municipal Water District
- Napa Valley Unified School District
- Native American Health Center
- Placer Union High School District
- Planada Elementary School District
- Sacramento County Office of Education
- Sacramento Metropolitan Fire District*
- City of LathropCity of Lodi
- City of Long Beach
- City of Merced
- City of Napa
- City of Piedmont
- City of Placerville
- City of Richmond*
- City of Roseville
- City of San Jose
- City of San Rafael
- City of Santa Cruz
- City of South Lake Tahoe
- City of Wheatland
- Cordova Recreation and Parks District
- Cosumnes Community Services District
- County of Alameda*
- County of El Dorado
- County of Monterey
- County of Napa
- City of Rohnert Park
- County of Sacramento
- County of San Joaquin
- County of Stanislaus
- Cuesta Community College
- Davis Joint Unified School District
- Delhi Unified School District
- Department of Justice
- Sacramento SPCA
- San Juan Unified School District
- San Luis Obispo County Comm. College District
- Shasta Mosquito Vector Control District
- Stanislaus Union School District
- Sutter Union High School District
- The California Independent System Operator
- The Nevada Legislative Counsel
- Travis Unified School District
- University of California, including:
 - Office of the General Counsel
 - Office of the President
 - UC Berkeley
 - UC Davis*
 - UC Davis Health System
 - UC Irvine
 - UC Merced
 - UC Riverside
 - UC San Diego
 - UC San Francisco

EXCERPTS FROM MAY 26, 2016
OCFA EXECUTIVE COMMITTEE MEETING

- o UC Santa Cruz
- Vallejo City Unified School District

- Yuba Community College District

¹ The Firm has provided investigative services to a greater majority of these public entity clients. A small percentage of the public entity clients contained in this list have received either training services or advice and counsel regarding employment law matters.

* Indicates a contract between the Firm and the public entity for a term of one year or more, for investigative services.

9. How many internal affairs investigations has VDM assisted on?

Answer: Sue Ann and Deborah have each conducted over 700 workplace investigations; and, have supervised their team of seven California-licensed attorneys on several hundred more investigations. Hundreds of these investigations have involved internal affairs matters.

10. Has VDM gone to court?

Answer: Sue Ann and Deborah have experience testifying in administrative hearings and courts related to the investigations they have conducted. They have also been designated as expert witnesses to testify as to whether an investigation met industry standards. VDM understands that reports prepared as a result of an investigation may be used as evidence in legal proceedings and is prepared to participate in those processes, including testifying should a lawsuit ensue after the completion of an investigation.

11. Has VDM been sued for ineffective assistance of counsel?

Answer: No evidence of a lawsuit for ineffective assistance of counsel was found.

12. Has VDM ever been disciplined by the California State Bar?

Answer: There are no public records of discipline for the partners. VDM is in good standing in the State of California and has all necessary licenses necessary in order to perform its obligations in connection with this RFP.

13. Is VDM competent, fair, and thorough?

Answer: Through years of experience and hundreds of investigations, VDM fully understands and is capable of fulfilling the objectives outlined in the scope of work. Investigations are prompt, informed, thorough, impartial, and conducted with the utmost integrity. Only those investigators experienced with the Firefighter Bill of Rights will be assigned to OCFA investigations. VDM will provide services on an as-needed basis, assume all responsibility for the accuracy of the resulting executive summary, and offer follow-up investigations and addendums to the summary when required based on the findings. VDM attorneys pride themselves on balancing the need to be independent and unbiased while working collaboratively with clients to ensure that the investigative process is bullet-proof.

EXCERPTS FROM MAY 26, 2016
OCFA EXECUTIVE COMMITTEE MEETING

14. There is a large difference in the hourly cost between the two highest ranked firms recommended for internal affairs. Sintra Group is \$120 per hour and VDM is \$295 per hour. Can this be explained?

Answer: Details about VDM, Investigations Law Firm, were provided in previous responses. Sintra Group is a sole proprietorship, licensed private investigation firm owned by Steve Bowman. The owner is an attorney at law. The firm has no employees. All Sintra Group personnel are subcontractors consisting of honorably retired law enforcement professionals with experience in public safety and conducting investigations. Steve, the owner, is a retired Assistant Police Chief who spent twenty-eight years with the Ventura Police Department. Sintra Group has provided internal affairs services to the following clients:

Lompoc Police Dept., University of California, Santa Barbara Police Dept., Bear Valley, CSUCI Police Dept., Mammoth Lakes Police Dept., Mono County, Santa Barbara Police Dept., Santa Paula Police Dept., Southwest Community College Police Dept., and Tehachapi Police Dept. Sintra Group provides both internal affairs and background investigation services with a higher number of contracts for background investigations. Since Sintra has no employees, the operations cost is less than that of VDM, with a team of attorneys specializing in internal affairs investigations. The valuation team was aware that the hourly rate of VDM was significantly higher than Sintra Group and that was factored into the scoring. Based on the statement of qualifications, the written proposals, and the interview process, it was clearly evident that VDM partners are subject matter experts in their field.

15. Are the hourly rates provided the hourly rate for the person who will be performing the services, every day of the week, every hour of the day? Does the rate change for late night and weekend work?

Answer: Rates for both Sintra Group and VDM are charged at the fully loaded rates provided in the proposals and RFP and BAFO.

Transcription services are charged at a different rate. Sintra Group can provide transcription of audio interviews at the rate of \$35 per hour and no additional fees for the hard copies. VDM will provide transcription services at the paralegal hourly rate of \$110. Hard copies of the transcripts are billed at VDM out-of-pocket costs.

16. Was a Reimbursable Expense policy or language regarding this included in the RFP?

Answer: The pricing page included in the RFP requested a fully loaded fixed hourly rate including out-of-pocket expenses for all costs associated for internal affairs investigation services.

17. Will the firms be charging OCFA for travel?

EXCERPTS FROM MAY 26, 2016
OCFA EXECUTIVE COMMITTEE MEETING

Answer: Sintra Group has stated that the \$120 per hour is inclusive and includes all travel related expenses.

VDM has stated that the \$295 hourly rate is fully loaded and all-inclusive. Travel time will be billed at the hourly rate. Staff negotiated a round trip flat rate of five hours to perform investigative services for OCFA. In addition, where feasible, travel expenses to OCFA may be shared with other agencies, if VDM is able to “stack” multiple meetings.

VDM is looking to establish a location in Southern California in 2017 or 2018.

18. Is there a multiplier on the reimbursable expenses?

Answer: There is no multiplier on the reimbursable expenses and the only one reimbursable expense identified for VDM is hard copy transcripts which will be billed at their out-of-pocket expense.

19. Is there a limit to the number of investigators assigned to the internal affairs cases?

Answer: Sintra Group has indicated that they typically try to use only one investigator for most witness interviews. They prefer to use two investigators for the initial interview with the complainant and for the interview with the involved personnel and their representatives. These conversations are more involved and it is too easy for a single investigator in these interview to be distracted from the facts of the case; having two investigators helps keep them focused on the issues and ensures all pertinent areas are explored.

VDM has stated that one attorney is typically assigned to a case. One person, the assigned attorney, will travel to OCFA to conduct an investigation.

See additional information provided in the attached letters received from each of the firms.

June 8, 2016

TO: JAMES AGUILA, ORANGE COUNTY FIRE AUTHORITY
FROM: STEVE BOWMAN, SINTRA GROUP
RE: ADDITIONAL QUESTIONS

Here are my responses to your issues:

1. Does the hourly rate of \$120 include all of the reports and materials to be provided to OCFA upon completion of an investigation?
 - a. **Yes, that rate would include report preparation time. Any costs for additional materials or services would be at the specific costs or these, with no markup or additional fees.**
2. During the course of an investigation are there any reimbursable expenses/services that are passed on to OCFA outside of the fixed hourly rate? If so, how are those costs calculated, is there a multiplier on these reimbursable expenses?
 - a. **We have provided verbatim transcripts of interviews on Internal Affairs investigations. Usually, these are only of the complainant and the involved personnel; however, if the Department requests additional transcripts, e.g. witnesses or other involved parties, we can have these done as well. Our hourly rate for transcriptions is \$35 per hour, with no minimum cost or multiplier.**
3. Regarding the \$120 hourly rate, does the rate remain the same during both "business hours" and after hours/weekends?
 - a. **There is no additional cost for "after hours" or "weekends"; we realize that the investigations must be done within a short timeframe and we have no set work-week or shift schedule.**
4. How many investigators are typically assigned to an internal affairs case? How many would travel to OCFA to conduct an investigation?
 - a. **We try to use only one investigator for most witness interviews. We prefer to use two investigators for the initial interview with the complainant and for the interview with the involved personnel and their representatives. These conversations are more involved and it's too easy for a single investigator in these interviews to be distracted from the facts of the case by attorney arguments or union issues; having two investigators helps keep us focused on the issues and insure all pertinent areas are explored. We also try to have a female investigator present during the complainant interviews, of if there are allegations are of sexual misconduct, if the complainant or involved personnel are female to insure an atmosphere of openness, fairness and objectivity.**

5. Two of the references included in your proposal show internal affairs investigations were completed for UC Santa Barbara PD and Lompoc PD. What were the approximate costs to complete each investigation? Approximately how much of the costs were for travel expenses?
- a. **We try to consolidate our interviews so as to minimize travel time, because we emphasize efficiency over maximizing billable hours. Each of these cases are different, so it's hard to determine a ratio or percentage of time spent traveling. For our last few I.A. investigations for these agencies we had a relatively small number of witnesses; we've typically done the initial interview with the complainant on one trip, interviews with witnesses on a second trip and the interview with the involved officer and his/her representative on a subsequent trip. It's important to identify the pertinent issues following the initial interview and prepare questions for the witnesses; likewise, it's important to prepare for the involved personnel/representative interview to minimize the time and maximize the information gathering during this meeting. Thus, multiple trips are important but still should be minimized. For UCSB specifically, there have been occasions when more trips were necessary do to meetings with University personnel outside the police department. These extra meetings were not our preference but done at the request of, and for the convenience of, the University.**
 - b. **There is no "typical" I.A. investigation; the facts are different on each one, meaning there are different numbers of witnesses to contact and different types and depths of information to be determined in each case. I would estimate that approximately ten to fifteen percent of the total hourly cost of the investigations at these agencies would involve travel costs.**
 - i. **Our investigations at Lompoc PD have ranged from a total cost of \$1,600 to \$24,000; the majority of those involved sworn Peace Officers accused of misconduct were in the range of \$8,000-\$12,000. The most expensive case involved the subsequent termination of a long-term sergeant.**
 - ii. **Our investigations for UCSBPD have ranged from a total cost of \$2,000 to \$20,000; nearly all of these have involved sworn Peace Officers accused of misconduct. The most expensive case involved the termination of a thirty-year captain.**



VAN DERMYDEN MADDUX
Investigations Law Firm

June 7, 2016

VIA ELECTRONIC MAIL: jamesaguila@ocfa.org

James Aguila
Assistant Purchasing Agent
Orange County Fire Authority, Purchasing
1 Fire Authority Road
Irvine, CA 92602

Re: OCFA Internal Affairs Contract - Additional Questions

Dear Mr. Aguila:

Please see below our answers to each additional question posed by the Orange County Fire Authority's Executive Committee:

- 1. Does the hourly rate of \$295 include all of the reports and materials to be provided to OCFA upon completion of an investigation?**

Yes, this rate includes all reports and materials provided upon completion of an investigation.

- 2. During the course of an investigation are there any reimbursable expenses/services that are passed on to OCFA outside of the fixed hourly rate? If so, how are those costs calculated, is there a multiplier on these reimbursable expenses?**

There are no reimbursable expenses/services passed on to OCFA outside of the fixed hourly rate.

- 3. Regarding the \$295 hourly rate, does the rate remain the same during both "business hours" and after hours/weekends?**

Yes, the rate remains the same during both "business hours" and after hours/weekends.

- 4. How many attorneys are typically assigned to a case? How many would travel to OCFA to conduct an investigation?**

One attorney is typically assigned to a case. One person, the assigned attorney, will travel to OCFA to conduct an investigation.

- 5. All of the six references included in your proposal indicate that a typical internal affairs investigation runs from \$15,000 - \$18,000 plus costs. What is included in the additional "costs" for each investigation?**

This is what we typically charge; however, we have agreed to a fully loaded rate for OCFA, so we modified our response to remove "plus costs" for this proposal.

- 6. Since all of the agencies included in the list of references were located in Northern California, what might the average investigation cost be for OCFA, taking into consideration the agreed to limit of five hours for travel expenses.**

While it is difficult to estimate fees without knowledge of a particular case – including the nature and complexity of the allegation; the number of witnesses, respondents and complainants; the amount of documentation; and, other factors – a typical investigation runs from \$15,000-18,000, which we anticipate will incorporate the five hours of travel.

We appreciate your checking with us concerning the need for confidentiality. Van Dermynen Maddux does not request that any information found in our proposal be kept confidential.

Very truly yours,



Sue Ann Van Dermynen

ORANGE COUNTY FIRE AUTHORITY
JA2059 – Investigative Services
Summary of Proposals and Evaluation Results for
Internal Affairs Investigative Services

Eleven proposals were received and evaluated for Internal Affairs Investigative Services. After the initial proposal evaluations were completed, the top four vendors were invited to participate in interviews for Internal Affairs Investigative Services. The seven 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	BA Investigations			Norman A. Traub Associates			Morris PI Group		
Total Estimated Annual Cost	\$32,500.00			\$37,500.00			\$22,500.00		
Hourly Rate	\$130.00			\$150.00			\$90.00		
Evaluator #	1	2	3	1	2	3	1	2	3
A. Statement of Qualifications (Max 40)	11	12	15	19	12	15	19	17	15
B. Written Technical Approach (Max 30)	6	13	12	14	10	15	12	10	15
C. Proposed Costs (Max 30)	12	12	12	10	10	10	17	17	17
Sum of Proposal Scores	29	37	39	43	32	40	48	44	47
Proposal Rankings	11	10	11	10	11	10	9	8	9
Total Sum of Ranking	32			31			26		

Vendor	Internal Affairs Connections			Hall Investigations			Wildan Homeland Solutions		
Total Estimated Annual Cost	\$25,000.00			\$20,000.00			\$28,750.00		
Hourly Rate	\$100.00			\$80.00			\$115.00		
Evaluator #	1	2	3	1	2	3	1	2	3
A. Statement of Qualifications (Max 40)	26	17	20	18	17	15	28	20	25
B. Written Technical Approach (Max 30)	9	15	15	14	17	15	17	15	15
C. Proposed Costs (Max 30)	15	15	15	19	19	19	13	13	13
Sum of Proposal Scores	50	47	50	51	53	49	58	48	53
Proposal Rankings	8	7	7	7	4	8	6	6	6
Total Sum of Ranking	22			19			18		

Vendor	Yarbrough Veritas		
Total Estimated Annual Cost	\$12,500.00		
Hourly Rate	\$50.00		
Evaluator #	1	2	3
A. Statement of Qualifications (Max 40)	15	7	15
B. Written Technical Approach (Max 30)	15	5	15
C. Proposed Costs (Max 30)	30	30	30
Sum of Proposal Scores	60	42	60
Proposal Rankings	4	9	4
Total Sum of Ranking	17		

ORANGE COUNTY FIRE AUTHORITY
JA2059 – Investigative Services
Summary of Proposals and Evaluation Results for
Internal Affairs Investigative Services

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

Vendor	RCS Investigations			Summit Security Services		
Total Estimated Annual Cost	\$30,000.00			\$23,750.00		
Hourly Rate	\$120.00			\$95.00		
Evaluator #	1	2	3	1	2	3
A. Statement of Qualifications (Max 40)	34	27	30	40	40	40
B. Written Technical Approach (Max 30)	12	10	15	30	30	30
C. Proposed Costs (Max 30)	13	13	13	16	16	16
D. Interview (Max 30)	15	15	15	10	10	10
Sum of Proposal Scores	74	65	73	96	96	96
Proposal Rankings	4	4	4	3	3	3
Total Sum of Ranking	12			9		

Best and Final Offers were requested from Van Dermeyden Maddux and Sintra. The highest ranking firms after interviews.

Vendor	Van Dermeyden Maddux			Sintra Group		
Total Estimated Annual Cost	\$73,750.00			\$30,000.00		
Hourly Rate	\$295.00			\$120.00		
Evaluator #	1	2	3	1	2	3
A. Statement of Qualifications (Max 40)	40	35	40	40	40	40
B. Written Technical Approach (Max 30)	28	30	30	27	30	30
C. Proposed Costs (Max 30)	5	5	5	13	13	13
D. Interview (Max 30)	30	30	30	25	25	27
Sum of Proposal Scores	103	100	105	105	108	110
Proposal Rankings	2	2	2	1	1	1
Total Sum of Ranking	6			3		

**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 independent internal affairs 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 only for actual hours worked with monthly invoices per the hourly rates for internal affairs investigations provided in Exhibit "A". The initial contract amount will be \$50,000. 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.

ATTEST:

By:  _____
David E. Kendig
General Counsel

Sherry A.F. Wentz
Clerk of the Board

Date: 7/13/16

"FIRM"

Sintra Group

Date: 6/8/2014

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 cursive script that reads "Steve Bowman".

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: STEVE Bowman



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 22147

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.



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 Mingeo	1140 Eugenia Place #A, Carpinteria, CA 93013	(805) 755-3148	m.mingeo@csd.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) 968-7762	ktaylor@montecitofire.com	Open Purchase Order
Oxnard FD	Background Investigations	2010-2015	Bat. Chief Kevin Schropfer	360 W. Second Street Oxnard, CA 93030	(805) 385-7709	kevin.schropfer@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	2008-2015	Chief Bertral Washington	215 N. Marengo Ave #195, Pasadena CA 91101	(626) 744-4875	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) 761-7252	mirons@slcity.org	Open Purchase Order
Santa Monica FD	Background Investigations	2015	Administrator Chris Herren	333 Olympic Drive, Santa Monica, California 90401	(310) 458-2245	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	(861) 821-4428	jkermod@bvsd.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) 756-8847	btrobaug@calpoly.edu	Open Purchase Order
Channel Islands Harbor Patrol	Background Investigations	2008-2015	Gary Hiltenstein, Harbor Master	3900 Pelican Way, Oxnard, CA 93035	(805) 973-5969	Gary.Hiltenstein@ventura.org	Purchase Order, \$7,600
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) 891-8114	ireyes@dalycity.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	588 Old Mammoth Road, Mammoth Lakes, CA 93548	(760) 834-2011	adavis@townofmammothlakes.ca.gov	Open Purchase Order
Mono County SD	Internal Affairs Investigations	2015	Undersheriff Michael Moriarty	49 Bryant Street, Bridgeport, CA 93517	(760) 816-4589	mmoriarty@monosherriff.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	mirons@ci.slocity.org	Open Purchase Order
Santa Barbara Airport Patrol	Background Investigations	2008-2015	Patrol Supervisor Fernando Reynoso	801 Firestone Road, Santa Barbara, CA 93117	(805) 892-8041	FReynoso@SantaBarbaraCA.gov	Purchase Order, \$10,000
Santa Barbara Harbor Patrol	Background Investigations	2012-2015	Harbor Pil. Supt. Steve McCullough	132-A Harbor Way, Santa Barbara, CA 93108	(805) 560-7524	SMcCullough@SantaBarbaraCA.gov	Purchase Order, \$8,000
Santa Barbara PD	Background Investigations, Internal Affairs Investigations	2009-2015	Lt. Todd Stoney	222 E. Anapamu St, Santa Barbara CA 93101	(805) 897-2398	tstoney@sbsd.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@swccd.edu	Contract, \$3,000 (now open Purchase Order)
Tehachapi PD	Internal Affairs Investigations	2015	Chief Ken Kroeger	220 W. C Street, Tehachapi, CA 93581	(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 93106-1010	(805) 893-4161	Dustin.Olson@police.ucsb.edu	Contract, \$80,000
Ventura PD	Background Investigations	2002-2015	Chief Ken Comey	1425 Dowell Drive, Ventura CA 93003	(805) 339-4402	kcomey@venturaod.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

Sintra Group

Professional Investigations

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): _____

Sintra Group

Professional Investigations

California PI License 23147

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.**

Print or type See Specific Instructions on page 2.	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: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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	Requester's name and address (optional)
	6 City, state, and ZIP code VENTURA CA 93003	
	7 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 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

27	-	4721	236
----	---	------	-----

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/fw9.

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.

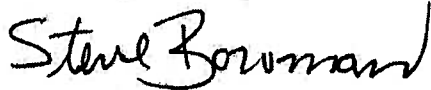
#4-The \$120 rate for Internal Affairs Services is all inclusive. This includes all travel related expenses.

#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
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 Van Dermeyden Maddux, Law Corporation, hereinafter referred to as "Firm".

RECITALS

WHEREAS, OCFA requires the services of a qualified firm to perform as-needed independent internal affairs investigative services as requested in RFP JA2059, hereinafter referred to as "Project"; and

WHEREAS, Firm has submitted to OCFA: (1) a proposal dated November 19, 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 \$50,000 for the initial year of the contract. These services will be billed only for actual hours worked with monthly invoices per the hourly rates for internal affairs investigations 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: Sue Ann Van Dermeyden, Senior Partner/Shareholder.

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:

Van Dermeyden Maddux
Attention: Sue Ann Van Dermeyden
2520 Venture Oaks Way, Suite 140
Sacramento, CA 95833

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

Date: 5/5/16

ATTEST:

Sherry A.F. Wentz
Clerk of the Board

"FIRM"

Van Dermyden Maddux Law Corporation

Date: 4.28.14

By: _____

Sue Ann Van Dermyden
Senior Partner/Shareholder

EXHIBIT A

- (1) BEST AND FINAL OFFER DATED APRIL 25, 2016**
- (2) VAN DERMYDEN MADDUX LAW CORPORATION PROPOSAL DATED NOVEMBER 19, 2015**



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

DATE BEST AND FINAL OFFERS REQUESTED: APRIL 19, 2016

DUE DATE FOR BEST AND FINAL OFFER: APRIL 25, 2016

Van Dermynen Maddux

sav@vmlawcorp.com

Dear Sue Ann Van Dermynen,

Your firm, Van Dermynen Maddux Law Corporation, submitted a proposal in response to the above referenced Request for Proposal (RFP) issued by the Orange County Fire Authority (OCFA). Van Dermynen Maddux, has been selected as one of the finalist for further consideration in the RFP process for the **Internal Affairs Investigative 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.

Van Dermynen Maddux, 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 Van Dermynen Maddux final offer then Van Dermynen Maddux 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 each section.

Internal Affairs Investigations			
Proposal Pricing submitted 11/19/2015			
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	\$295.00	\$73,750.00

Best and Final Offer Pricing			
DESCRIPTION	Estimated # hours	Hourly Rate	Extended Total
Internal Affairs Investigations – as described in Section 2.3	250	\$295.00	\$73,750.00

- 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 may increase for years two and three of the contract. Increases would be limited to 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.

- The hourly rate quoted must be fully loaded, all inclusive. Please confirm that the hourly rate quoted above also includes all travel related expenses Van Dermeyden Maddux may incur when performing internal affairs investigations for OCFA?

The hourly rate above is fully loaded and all-inclusive. Travel time will also be billed at this hourly rate, while travel expenses such as hotel, airfare, and mileage are subsumed in the charges for legal services. Our proposal as originally submitted is our final offer.

3. Please indicate whether there are any additional fees for transcribing audio recordings of interviews if requested by OCFA? Are there additional fees for hard copy transcripts?

Transcription costs are billed at the Paralegal hourly rate of \$110. Hard copies of transcripts are billed at our out-of-pocket cost.

4. Please describe Van Dermynen Maddux's data retention policy and state how long Van Dermynen Maddux will retain copies of files associated with investigations completed for the OCFA.

Van Dermynen Maddux retains files in-office, electronically, for five years, followed by a five-year external on-site paper-only retention, for a total of ten years.

5. During the interview there was mention of Van Dermynen Maddux possibly establishing a location in the Southern California area. Please provide any available updates on this.

We estimate that Van Dermynen Maddux will establish a location in Southern California in 2017 or 2018.

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

We are honored to be further considered in your search for Internal Affairs Investigative Services. We look forward to providing the Orange County Fire Authority quality services backed by our extensive experience.

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

April 25, 2016

Date

Deborah Maddux

Shareholder

Printed Name

Title



VAN DERMYNEN MADDUX

Investigations Law Firm

November 19, 2015

James Aguila
Assistant Purchasing Agent
OCFA Purchasing Department

**Re: RFP JA2059-Investigative Services (Pre-employment and Internal Affairs):
Internal Affairs Investigations only**

Dear Mr. Aguila:

Van Dermynen Maddux Law Corporation respectfully submits this response to your request for proposal for Investigative Services (RFP JA2059), specifically to the request for Internal Affairs Investigative Services.

Van Dermynen Maddux Law Corporation is a California corporation formed in 2011. Our main office is located in Sacramento, California, with an office located in Oakland, California, as well as an office opening in Nevada first quarter 2016.

Sue Ann Van Dermynen and Deborah Maddux, the shareholders of the firm, have each conducted over 700 workplace investigations, as well as supervised their team of attorneys in conducting several hundred more. This includes hundreds of Internal Affairs investigations, many involving the Firefighters Procedural Bill of Rights (FBOR) and the Police Officers Bill of Rights (POBR).

Through years of experience and hundreds of investigations, our Firm fully understands and is capable of fulfilling the objectives outlined in the scope of work. Our investigations are prompt, informed, thorough, cost-effective, impartial, and conducted with the utmost integrity. Only those investigators experienced with the FBOR will be assigned to OCFA investigations. We will conduct interviews in compliance with the FBOR and all applicable bargaining unit agreements. We provide our services on an as-needed basis, assume all responsibility for the accuracy of the resulting executive summary, and offer follow-up investigations and addendums to the summary when required based on the findings.

Van Dermynen Maddux Law Corporation attorneys pride themselves on balancing the need to be independent and unbiased while working collaboratively with clients to ensure that the investigative process is bullet-proof. They understand the importance of good communication

and prompt investigative services.

The individual who will serve as the contact on matters related to RFP No. JA2059 is as follows:

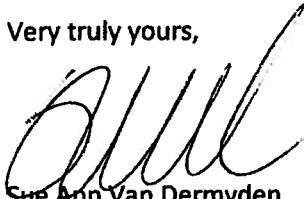
Sue Ann Van Dermynen, Esq., Shareholder
Van Dermynen Maddux Law Corporation
2520 Venture Oaks Way, Suite 140
Sacramento, CA 95833
Ph: 916.779.2402
Fx: 916.779.1451
Email: sav@vmlawcorp.com

Van Dermynen Maddux Law Corporation is in good standing in the State of California and will have all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP. In addition, Van Dermynen Maddux Law Corporation accepts all conditions and requirements contained in RFP No. JA2059.

This proposal shall remain valid for not less than one hundred eighty (180) days from November 19, 2015.

Please feel free to contact us should you have any questions.

Very truly yours,



Sue Ann Van Dermynen
Shareholder
Van Dermynen Maddux Law Corporation

VAN DERMYDEN MADDUX LAW CORPORATION

Response to: Request for Proposals for Investigative Services (Pre-employment and Internal Affairs) – Internal Affairs Investigations Only

Invitation No.: JA2059

Submission date: November 19, 2015

Submitted to: Orange County Fire Authority



I. Introduction

Van Dermymden Maddux Law Corporation submits this response to Orange County Fire Authority's request for proposal for the purpose of conducting internal affairs investigative services only. Our practice focuses almost exclusively on workplace investigations. Our commitment to and passion for improving the quality of workplace investigations statewide is also demonstrated by our work with the Association of Workplace Investigators (AWI). Using proven investigative techniques to gather detailed facts, analyze relevant data, and provide sound, reasoned conclusions, our Firm provides the decision-maker with a comprehensive and invaluable tool to make the hard decisions.

We conduct investigations with the goal of ascertaining: (1) whether the alleged conduct in fact occurred; and, if requested, (2) whether the conduct was a violation of policy.

We invite you to meet our team, and read about our expertise. Importantly, if selected, we will make great efforts to learn about your organization. This ensures that we are tailoring our expertise to the special processes and procedures of the Orange County Fire Authority (OCFA).

II. Statement of Qualifications (RFP p. 26, B-1 and B-2)

Van Dermymden Maddux Law Corporation was founded as an S-Corporation in 2011 by Sue Ann Van Dermymden and Deborah Maddux. Sue Ann and Deborah each have 23 years of experience, including over 10 years exclusively conducting investigations. Sue Ann and Deborah have each conducted over 700 workplace investigations; and, have supervised their team of seven California-licensed attorneys on several hundred more investigations. Hundreds of these investigations have involved internal affairs matters. Sue Ann is also a licensed private investigator. Both Sue Ann and Deborah have experience testifying in administrative hearings and courts related to the investigations they have conducted. They have also been designated as expert witnesses to testify as to whether an investigation met industry standards.

This certified, women-owned small business has nine experienced attorneys focusing almost exclusively on workplace investigations, campus investigations and other neutral work, such as training, expert witness testimony and hearing officer work. This makes our Firm uniquely situated to act as third-party impartial investigators, unencumbered by any concerns about advocacy either for or against employers and employees. Our experienced team provides depth, experience and immediate availability.

Each of the nine attorneys in our Firm can provide internal affairs investigative services to OCFA. To streamline communications, we will assign Sue Ann Van Dermymden to be the primary contact to intake, assign and oversee matters with OCFA.

We regularly conduct investigations involving all topics that occur in the workplace, including but not limited to:

- Harassment
- Discrimination
- Retaliation
- Embezzlement
- Fraud
- Assault
- Substance Abuse
- Theft
- Threats of Violence
- Title IX
- Violations of Company Policies
- Wage and Hour Violations

- Improper Governmental Activities
- Conflict of Interest
- Sexual Assault
- Whistleblower Allegations
- Workplace Misconduct
- Workplace Performance Issues

We are familiar with the various rules for conducting investigations in the public sector. We have a depth of experience with the rights of union employees, Firefighters Procedural Bill of Rights, Peace Officers Bill of Rights, and civil service rules. We also work closely with our clients to ensure we have a thorough understanding of the policies and procedures as they relate to employee rights, management expectations and investigative processes.

Our firm's attorneys stay current and ensure compliance with the changing local, state, and federal laws and regulations by obtaining legal continuing education, renewing professional licensures, attending and speaking at legal conferences, conducting trainings, maintaining memberships in legal organizations, and publishing.

Please see our team members' biographies for applicable licenses, authorizations, and experience required to perform the services specified by RFP JA2059, attached as Exhibit 1.

See also Appendix A, Offeror's Information.

III. Firm Experience (RFP p. 26, B-3)

Several of our Attorneys have worked previously in the public sector, where they developed first-hand, working knowledge of the many issues unique to public employment. We draw upon this expertise in delivering unparalleled services to our clients. Over the past five years, the Firm has provided employment law services to nearly 100 public entity clients, including the following:¹

- Berryessa Union School District
- California Air Resources Board
- California Community Colleges, Chancellor's Office
- California Department of Boating and Waterways
- California Department of Child Support Services
- California Department of Developmental Services
- California Department of Human Resources
- California Department of Real Estate
- California Department of Water
- City of Rohnert Park
- County of Sacramento
- County of San Joaquin
- County of Stanislaus
- Cuesta Community College
- Davis Joint Unified School District
- Delhi Unified School District
- Department of Justice
- East Bay Municipal Utility District
- Fairfield-Suisun Union School District
- Foundation for Community Colleges
- Fresno Unified School District Board of Education*
- Grass Valley School District

¹ The Firm has provided investigative services to a greater majority of these public entity clients. A small percentage of the public entity clients contained in this list have received either training services or advice and counsel regarding employment law matters.

* Indicates a contract between the Firm and the public entity for a term of one year or more, for investigative services.

Resources

- California Northstate University
- California Office of Statewide Health Planning and Development*
- California State Personnel Board
- California Regional Transit*
- California State Bar
- California State Senate
- California State Treasurer's Office
- California State University, Chico
- California State University, East Bay
- California State University, Sacramento
- California State University, San Jose
- California State University, Stanislaus
- Cameron Park Community Services District
- City of Atwater
- City of Ceres
- City of Coalinga
- City of Concord
- City of Folsom
- City of Lathrop
- City of Lodi
- City of Long Beach
- City of Merced
- City of Napa
- City of Piedmont
- City of Placerville
- City of Richmond*
- City of Roseville
- City of San Jose
- City of San Rafael
- City of Santa Cruz
- City of South Lake Tahoe
- City of Wheatland
- Cordova Recreation and Parks District
- Cosumnes Community Services District
- County of Alameda*
- County of El Dorado
- County of Monterey
- County of Napa
- Hayward Unified School District
- Hispanic Scholarship Fund
- Judicial Council of California*
- Livermore Area Recreation and Park District
- Los Rios Community College District
- Lucia Del Mar Unified School District
- Martinez Unified School District
- Marin Municipal Water District
- Napa Valley Unified School District
- Native American Health Center
- Placer Union High School District
- Planada Elementary School District
- Sacramento County Office of Education
- Sacramento Metropolitan Fire District*
- Sacramento SPCA
- San Juan Unified School District
- San Luis Obispo County Community College District
- Shasta Mosquito Vector Control District
- Stanislaus Union School District
- Sutter Union High School District
- The California Independent System Operator
- The Nevada Legislative Counsel
- Travis Unified School District
- University of California, including:
 - Office of the General Counsel
 - Office of the President
 - UC Berkeley
 - UC Davis*
 - UC Davis Health System
 - UC Irvine
 - UC Merced
 - UC Riverside
 - UC San Diego
 - UC San Francisco
 - UC Santa Cruz
- Vallejo City Unified School District
- Yuba Community College District

* Indicates a contract between the Firm and the public entity for a term of one year or more, for investigative services

We have conducted investigations specific to Internal Affairs for several of these entities, including but not limited to, the City of Rohnert Park; County of San Joaquin; County of Alameda; Sacramento Metropolitan Fire District; City of Placerville; and, the City of Atwater.

IV. Approach: Our Methodology and Project Management Plan (RFP p. 27, Section C)

Our specific approach to each investigation is as follows:

Meet with the OCFA's Human Resources Department. We first take time to learn about the organization and its policies and procedures. This allows us to take this information and apply it to every assigned investigation. We also apply our knowledge of special rights for firefighters' when conducting Internal Affairs investigations, and will tailor our practices to meet OCFA's practices.

For every assigned investigation, we have an initial meeting or conference with the relevant OCFA employee to receive information on the complaint(s) and allegation(s). During the meeting, the Firm will provide the OCFA with pertinent information regarding the investigation process.

Also during this initial meeting, the Firm and the OCFA may discuss which of the Firm's Attorneys is best-suited to conduct the investigation. The Firm would like the OCFA to note that the Firm's hourly rates associated with each Attorney reflect the experience level and quality of the work product. We are confident the OCFA will agree that the value of the work product will more than exceed the dollar amount for any given investigation. An estimated budget can be provided upon request by the OCFA at the outset of an investigation.

Approval by the Human Resources Department. After determining what we feel is the best manner and method of investigation specific to the situation, we will present our plan of approach to OCFA's Human Resources Department for approval prior to proceeding with the investigation.

Conduct the Interviews. The Firm's attorneys often prefer to conduct the complainant's interview as the initial interview. Subsequently, the interviews of the respondent and any witnesses are then conducted. Once interviews have been conducted, the Attorney is often prompted to request additional documentation that he or she learns may be relevant based on information learned from the interviews. Further, additional witnesses are often identified during the first round of interviews. When this is the case, the Attorney will schedule the additional witness interviews.

Both the complainant and the respondent are given fair opportunity to offer evidence and suggest witnesses. All relevant facts, documentation and other evidentiary matters are thoroughly explored before findings or recommendations are issued. Each investigation follows established protocols and methodologies to assure a thorough and consistent examination of all relevant facts and witnesses. All undisputed evidence is fully evaluated, and credibility is assessed as necessary. All findings and conclusions are based on a "preponderance of the evidence" standard, unless another standard is required by law or policy.

Review the Interviews. Where interviews are audio-recorded based on a request by the OCFA, the Firm will transcribe any audio recordings of such interviews at the request of the OCFA or as otherwise required by FBOR, and furnish the OCFA with hard copies of the transcripts. Occasionally, the Attorney may determine that a follow-up interview with one or more witnesses is necessary, and when necessary, follow-up interviews will be scheduled and conducted.

Prepare the Report of Findings. Once all interviews have been conducted and all documents have been provided to the Attorney and reviewed by the Attorney, the Attorney will then prepare the confidential investigative report. This report will include background facts, the players, the allegations, the pertinent policies, the questions presented, information provided by the parties, information provided by the documents, and analysis of the record and findings based on a preponderance of the evidence standard.

Once the draft confidential investigative report has been prepared, the draft will be presented to the OCFA, electronically, for an initial review by the OCFA of the report for any potential technical inaccuracies contained in the report unrelated to the substantive findings. Once the OCFA approves, the Firm will finalize the confidential investigative report and provide either a hard copy or electronic copy of the report (or both, if requested), along with associated exhibits/attachments.

Meet with Human Resources. We will then meet with Human Resources and/or other OCFA-authorized parties to discuss the investigative report, as needed.

Proposed Turnaround Time. We commit to beginning the investigation within 48 hours of being contacted. We commit to completing the confidential investigative report/executive summary within 10 business days of the completion of the final interview, and 30 – 60 days from the date the investigation service was requested. We will comply with any and all internal deadlines. The length of the Internal Affairs investigation is contingent upon a number of factors, including number and availability of witnesses; scheduling and coordination of witness interviews; the complexity of issues; the number of complainants and/or respondents; the expanding investigation; the need to retain a second investigator; and, the number of reports required. In all instances, we will conduct the investigation in a manner that is reasonable in that circumstance.

We note that all aspects of our investigation process are Fair Credit Reporting Act compliant.

Our approach to an investigation is methodical, thoughtful and thorough. Van Dermyden Maddux Law Corporation investigations are:

Prompt. Investigations are conducted promptly and thoroughly. Van Dermyden Maddux Law Corporation commits to beginning the investigation within 48 hours of assignment, and commits to completing the investigation in a timely and efficient manner based upon the unique facts of the investigation, as stated above.

Informed. In addition to following good faith principals, Van Dermyden Maddux Law Corporation will work collaboratively with the client to ensure our complete understanding of relevant internal policies and procedures, as well as specific needs.

Thorough. We begin with a well-organized investigation plan that balances all necessary factors, including: identifying the issues and scope of the investigation; determining a communication plan; recognizing privacy issues and biases; considering interim action; understanding union and law enforcement issues; coordinating and sequencing witness interviews; preparing witness advisories; planning for recalcitrant witnesses; crafting witness questions; determining a method of memorializing interviews; gathering documentation and information; assessing credibility; analyzing facts; preparing

the report; considering corrective action; and, communicating the outcome and preserving documentation.

Cost-Effective. Van Dermyden Maddux Law Corporation believes in providing the highest quality of service to clients at a reasonable and competitive rate, allowing the client to stay within its budgetary limits. The Firm will provide an estimated budget at the onset of an investigation, if requested.

Impartial. Investigations are carried out objectively and in good faith to establish reasonable grounds for all findings. As third-party investigators, we do not have a stake in the outcome. Our impartiality is best demonstrated through our thorough, balanced and fair analysis in the report.

Communicative. Van Dermyden Maddux Law Corporation keeps our clients fully informed of the progress of our investigations while they are underway, yet maintains sufficient independence to ensure there is no influence, or appearance of influence, on the investigative outcome.

Professional and Ethical. Van Dermyden Maddux Law Corporation, in its relationships, actions and communications, adheres to the highest level of honor and integrity. The Firm also follows the most stringent rules concerning confidentiality.

Prepared for Future Action. Van Dermyden Maddux Law Corporation understands that reports prepared as a result of an investigation may be used as evidence in legal proceedings. Accordingly, the Firm will be prepared to participate in those processes, including testifying should a lawsuit ensue after the completion of an investigation, or should the matter come under the jurisdictions of the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC).

VI. Conflicts of Interest

Van Dermyden Maddux Law Corporation does not have any actual or potential conflicts of interest with the Orange County Fire Authority, its officers, boards, commissions or staff.

VII. Appendices and Exhibits

Please see attached:

Appendix A: Offeror's Information
Appendix B: References
Appendix C: Price Proposal
Appendix D: Certification of Proposal

Exhibit 1: Firm Biographies
Exhibit 2: Party Disclosure Form
Exhibit 3: IRS W-9 Form

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: Van Dermyden Maddux Law Corporation

FIRM PARENT OR OWNERSHIP: _____

ADDRESS: 2520 Venture Oaks Way, Suite 140, Sacramento, CA 95833

FIRM TELEPHONE #: 916-779-2402 **FIRM FAX #:** 916-779-1451

FIRM'S TAX I.D. NUMBER: 27-3520711 **INCORPORATED:** YES ☒ NO ☐

LEGAL FORM OF COMPANY: (partnership, corporation, joint venture): S-Corporation

LENGTH OF TIME YOUR FIRM HAS BEEN IN BUSINESS: Five years

LENGTH OF TIME AT CURRENT LOCATION: Five Years

NUMBER OF EMPLOYEES: 12 **NUMBER OF CURRENT CLIENTS:** 100

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

NAME: Sue Ann Van Dermyden **TITLE:** Shareholder

TELEPHONE #: 916-779-2402 **E-MAIL:** sav@vmlawcorp.com

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

NAME: Sue Ann Van Dermyden **TITLE:** Shareholder

TELEPHONE #: 916-779-2402 **E-MAIL:** sav@vmlawcorp.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

Van Dermeyden Maddux Law Corporation References	
Company Name	City of Sacramento
Address	Sacramento City Hall 915 I Street
City, State, Zip Code	Sacramento, CA 95814
Contact Person	Brett Witter, Esq., Supervising Deputy City Attorney
Telephone Number	916.808.5346
Email	BWitter@cityofsacramento.org
Scope of Services	Retained to conduct a high-level confidential investigation.
Project Date and Value	2015 and ongoing/Typical investigations run from \$15,000 - \$18,000 plus costs
Company Name	City of Rohnert Park Department of Public Safety
Address	500 City Center Dr.
City, State, Zip Code	Rohnert Park, CA, 94928
Contact Person	Michelle Kenyon, Partner, Burke Williams and Sorensen, LLP
Telephone Number	510.273.8780
Email	mkenyon@bwslaw.com
Scope of Services	Retained to conduct an internal affairs investigation.
Project Date and Value	August – September 2015/Typical investigations run from \$15,000 - \$18,000 plus costs
Company Name	CalPERS
Address	Lincoln Plaza North, 400 Q Street
City, State, Zip Code	Sacramento, California 95811
Contact Person	Anne Stausboll, Chief Executive Officer
Telephone Number	916.795.3829
Email	Anne_Stausboll@CalPERS.ca.gov
Scope of Services	Retained to conduct confidential investigations.
Project Date and Value	June – August 2013/Typical investigations run from \$15,000 - \$18,000 plus costs
Company Name	University of California, Davis
Address	One Shields Avenue
City, State, Zip Code	Davis, California 95616
Contact Person	Michael Sweeney, Associate Campus Counsel, UC Davis
Telephone Number	530.754.7111
Email	mfsweeney@ucdavis.edu
Scope of Services	Retained to conduct confidential investigations.
Project Date and Value	Ongoing over 5+ years/Typical investigations run from \$15,000 - \$18,000 plus costs
Company Name	County of San Joaquin
Address	44 North San Joaquin Street, Administration Building, Suite 330
City, State, Zip Code	Stockton, CA 95202
Contact Person	Katherine Harris, Deputy Director of Human Resources
Telephone Number	209.468.8240
Email	kharris@sjgov.org
Scope of Services	Retained to conduct confidential investigations.

APPENDIX B: REFERENCES

Van Dermyden Maddux Law Corporation References	
Project Date and Value	Ongoing since June 2013/Typical investigations run from \$15,000 - \$18,000 plus costs
Company Name	County of Alameda
Address	Alameda County Administration Building, 1221 Oak Street, Room 555
City, State, Zip Code	Oakland, California 94612
Contact Person	Sal Morales, Diversity Programs Manager
Telephone Number	510.272.3895
Email	sal.morales@acgov.org
Scope of Services	Retained to conduct confidential investigations.
Project Date and Value	Ongoing since August 2012/Typical investigations run from \$15,000 - \$18,000 plus costs

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	\$	\$ N/A
Safety Background – as described in 2.2.4.2 (Firefighters, Firefighter trainees, Hand Crew Firefighter, Fire Communications Dispatcher)	100	\$	\$ N/A
California POST Background – as described in 2.2.4.3 (Arson Investigator/Peace Officer)	2	\$	\$ N/A
"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:		\$	N/A

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	\$ 295	\$ 73,750
Total Estimated Annual Cost:		\$	73,750

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 X 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: N/A %. Payment discounts of 20 or more days will be considered in award of proposal.

ANY ADDITIONAL INFORMATION YOU WOULD LIKE OCFA TO CONSIDER.

Increase cost estimate by 10% for optional year two and 15% for year three, in relation to year one.

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: Van Dermyden Maddux Law Corporation

ADDRESS: 2520 Venture Oaks Way, Suite 140

CITY: Sacramento **STATE:** CA **ZIP CODE:** 95833

**SIGNATURE OF PERSON
AUTHORIZED TO SIGN:**



DATE: 11.17.15

PRINTED NAME: Sue Ann Van Dermyden

TITLE: Shareholder

Exhibit 1 Biographies

Sue Ann Van Dermynen



Sue Ann Van Dermynen is a licensed California attorney, licensed Private Investigator and certified EEOC investigator. She is a Senior Partner/Shareholder with Van Dermynen Maddux. After years as a litigator in state and federal courts, Sue Ann's practice now focuses on neutral employment work. She spends her time conducting workplace and campus investigations on complex matters; providing expert witness testimony; advising clients on employment-related matters; and, conducting interactive and entertaining training seminars. Sue Ann regularly lectures on all topics involving employment issues and has written extensively in this area. She is also trained in conducting Trauma Informed Forensic Interviews and experienced in conducting investigations pursuant to the Firefighters Bill of Rights (FBOR) and the Police Officers Bill of Rights (POBR).

Sue Ann was listed in Northern California Super Lawyers in consecutive years from 2010 to 2015, and in 2015, she was recognized by Sacramento Business Journal's Best of the Bar and Sacramento Magazine's list of Top Lawyers. In 2015, Sue Ann was elected as a Fellow to the College of Labor and Employment Lawyers. Election as a Fellow is the highest recognition by one's colleagues of sustained outstanding performance in the profession, exemplifying integrity, dedication and excellence.

Sue Ann has handled hundreds of lawsuits and workplace investigations on all types of employment matters over the last several years, including claims of discrimination, harassment, retaliation, whistleblowing, substance abuse, threats of violence, assault, sexual assault, theft, fraud, embezzlement, violations of company policies, wage and hour violations, conflict of interest and other forms of alleged misconduct and performance-related issues. Sue Ann is experienced in conducting Internal Affairs investigations, and those involving Public Safety Officers Procedural Bill of Rights Act and Firefighters Procedural Bill of Rights. She is experienced in testifying during administrative and judicial proceedings regarding completed investigations. Sue Ann is the author of *An Investigator's Guide: Achieving Excellence in Conducting Workplace Investigations* (August 2011).

Sue Ann also regularly provides advice and counseling on employment matters. She regularly lectures on all topics involving employment issues and has written extensively in this area. For a partial listing of her speeches, presentations and publications, you can visit her current website at VMLawCorp.com.

Sue Ann's commitment to and passion for improving the quality of investigations nationwide is demonstrated by her involvement in several associations. She has served on the Board of Directors for the Association of Workplace Investigators since 2009 and currently serves as the Board President. She also volunteers her time annually as Senior Faculty in AWI's week-long training Institute. Since 2014, Sue Ann has been a co-chair of the ABA's Employee Rights and Responsibilities Sub-Committee on Workplace Investigations. She also served as a member of the Investigations Standards Technical Committee of ASIS International, which prepared and published standards and guidelines for workplace investigations in 2015.

Sue Ann is a former partner of Hanson Bridgett Marcus Vlahos & Rudy. She was the founding partner of Van Dermynen Law Corporation, formed in 2006, and merged her practice with Deborah Maddux in September 2010 to form Van Dermynen Maddux Law Corporation.

Sue Ann grew up on a fifth generation farm in North Dakota and graduated from Wahpeton High School in 1983. She moved to California and attended California State University, Chico, where she earned a Bachelor's Degree in Political Science with a minor in Business Administration in 1990. She attended University of the Pacific, McGeorge School of Law and received her Juris Doctor in 1993.

Exhibit 1 Biographies

Professional Degrees, Certifications, Awards and Organizations

- Juris Doctor, University of California, Davis, School of Law, 1993 Order of the Barristers, 1993
- Member, University of California, Davis National Moot Court Team
- First Place Oral Advocate, University of California, Davis Moot Court
- Recipient, King Hall Legal Foundation Pro Bono Award
- Bachelor of Science, Communication, University of Utah, 1987
- Senior Professional in Human Resources (SPHR), Society for Human Resources Management, 2010
- Certified EEOC Investigator, US Equal Employment Opportunity Commission, 2010
- Member, State Bar of California, Employment Law Section
- Panel Member, National Arbitration and Mediation (NAM)
- Sacramento County Bar Association
 - Barristers' Officer, 1994-1997
- American Bar Association – Employment Law Section
- American Bar Association – Workplace Investigations Sub-Committee
- Member, International Coach Federation

Notable Speeches & Presentations (prior nine years only)

- "Investigating the Executive: Common Perils and Pitfalls Faced When Investigating the Corporate Executive Suite, Parts 1 & 2" – Panel presenter, 9th Annual ABA Section of Labor and Employment Law, Philadelphia, PA (November 4-7, 2015)
- "Preventing Retaliation: Strategies for the In-House Investigator or Advisor," Presenter, Association of Workplace Investigators, Los Angeles, CA (October 22-24, 2015)
- "But Have You Seen Her Twitter? – Balancing Thorough Investigations Against Privacy Rights," Moderator, 2015 Midwinter Meeting, ABA Employment Rights and Responsibilities Committee, Naples, FL (March 24-28, 2015)
- "Privacy Issues Arising out of Workplace Investigations" – American Bar Association, Section of Labor and Employment Law Employment Rights and Responsibilities Mid-Winter Meeting (March 2015)
- "Report Writing Fundamentals" – Association of Workplace Investigators 2015 National Institute Conference (with Amy Oppenheimer) (February 2015)
- "Investigations and the Law" - Association of Workplace Investigators 2015 National Institute Conference (with Michael Robbins) (February 2015)
- "Achieving Excellence in Conducting Workplace Investigations: Gathering Evidence and Report Writing" – City of Long Beach (September 2014)
- "Investigator Training Program: Conducting Effective Workplace Investigations at the University of California" – University of California (April and September 2014)
- "Achieving Excellence in Conducting Workplace Investigations" – Stanislaus County (April 2014)
- "Creating Your Best Work Environment: A Team Approach" – California Environmental Protection Agency Air Resources Board (January 2014)
- "Performance Evaluations" and "Managing Challenging Team Members" – Seniority, Inc. (November 2013)

Exhibit 1 Biographies

- "Oh, You Want The Literal Truth? Perfecting The Credibility Analysis In Your Investigative Report" – CalPELRA (November 2013)
- "Harassment, Discrimination and Retaliation Prevention Training" – California Department of Developmental Services (September 2013)
- "Achieving Excellence in Conducting Workplace Investigations" – California State Personnel Board (March 2013)
- "Report Writing" – Association of Workplace Investigators 2013 National Institute Conference (February 2013)
- "Other Concerns/Issues During Investigations" – Association of Workplace Investigators 2013 National Institute Conference (February 2013)
- "Harassment, Discrimination & Retaliation Prevention Training" – Office of Statewide Health Planning & Development (January 2013)
- "Got Bias? Eliminating it in the Legal Profession" – University of the Pacific, McGeorge MCLE event (January 2013)
- "Investigator Training Program: Conducting Effective Workplace Investigations at the University of California" – University of California (October 2012)
- "Hot Topics In Investigations of Workplace Complaints" – Law Review CLE (July 2012)
- "Investigator Training Program: Conducting Effective Workplace Investigations at the University of California" – University of California (May 2012)
- "Investigation Training Retreat" – Los Rios Community College District (March 2012)
- "Investigator Training Program" – California State Department of Personnel (March 2012)
- "Mastering the Interactive Process Under Disability Laws – Northern California Human Resources Association (March 2012)
- "Investigation Training Retreat" – Los Rios Community College District (March 2012)
- "Expert Testimony on Trial, By the Experts" – California Association of Workplace Investigators (November 2011)
- "Advanced Investigation Skills: Handling Complex Scenarios" – Northern California Human Resources Association (November 2011)
- "Achieving Excellence in Workplace Investigations" – Van Dermeyden Maddux Law Corporation (October 2011)
- "Issues in the Workplace: Employment & Disability Rights" - The ABA Health Law Section, Capital Center for Public Law & Policy, McGeorge Health Law Association and UC Davis Cancer Center (October 2011)
- "What the LOA Do You Know?" – in conjunction with Silvers HR Management (September 2011)
- "What the FFD*...Do you Know? A Practical Look At The Legalities Of Fitness-For-Duty Examinations" – Disability Management Employer Coalition (September 2011)
- "Sexual Harassment Prevention in the Workplace," Public and Private Employers (2007-2011)
- "How to Conduct Effective Internal Investigations," Public and Private Employers (2007-2011)
- "Achieving Excellence in Conducting Workplace Investigations" – University of California (August 2 – 4, 2011)
- "Fit for Duty Training for Supervisors & Managers: Substance Abuse" – Sierra Nevada Brewing Company (June 16, 2011)

Exhibit 1 Biographies

- "Investigator Training Program: Conducting Effective Workplace Investigations at the University of California" – University of California (March 2011)
- "Workplace Investigations on Trial: How Defendants Conduct Bulletproof Investigations and How Plaintiffs Shoot Them Down" – California Association of Workplace Investigators (November 2010)
- "A Jam-Packed Evening of Employment Law: Tips For Your Practice" – San Joaquin Dental Society (November 18, 2010)
- "Got Bias? Hiring and Firing Without It" – University of the Pacific, McGeorge Bay Area MCLE event (October 30, 2010)
- "Communication and Conflict Resolution In The Workplace" – Yuba County Employers Advisory Council (October 22, 2010)
- "Best Practices for Conducting Workplace Investigations" – Sacramento Employer Advisory Council (October 12, 2010)
- "Hot Topics In Investigations of Workplace Complaints" – California State Bar Annual Conference (September 24, 2010)
- "A Jam-Packed Evening of Employment Law: Tips For Your Practice" – San Fernando Valley Dental Society (September 23, 2010)
- "Managing Disabilities in Unprecedented Times" – Disability Management Employer Coalition, Sacramento Chapter (August 25, 2010)
- "Conducting Effective Workplace Investigations" – University of California (August 3-5, 2010)
- "Losing It At Work – Preventing Violence in the Workplace" – PI's Declassified radio interview with Francie Koehler (July 2010)
- "What the LOA... Do You Know?" – in conjunction with Silvers HR Management (October 2009)
- Northern California Employment Law & Human Resources Forum, "Monitoring the Electronic Workplace – The Opportunities and Challenges," San Francisco, California (September 24, 2009)
- CARES Center for AIDS Research, Education and Services, "Understanding the Importance of Diversity, Manners, and Respect in the Workplace," Sacramento, California (June 25, 2009)
- "Lovin' the Leave Triangle" – American Baptist Homes of the West (May 2009)
- "Employment Law Update" – Sacramento Area High Tech Employers Association (April 8, 2009)
- "Workplace Investigations" – State Personnel Board (March 12, 2009)
- "Non-Profit Board of Directors Fiduciary Responsibilities" – California Dental Association Leadership Education Conference (March 7, 2009)
- "Employment Law Update" – California Dental Association Leadership Education Conference (March 7, 2009)
- JAMS 2009 Labor & Employment Law Update, Sacramento, California (January 28, 2009)
- "Got Bias? Hiring and Firing Without It" – McGeorge Alumni MCLE (January 24, 2009)
- "How to Manage Conflicts of Interest in a Research Setting," Salk Institute (2009)
- Sacramento Employers Advisory Council, Annual HR Seminar Speaker, "Labor and Employment Law Update" (October 14, 2008)
- Northern California Employment Law & HR Forum Speaker, "Wage and Hour Compliance Snares" (September 12, 2008)

Exhibit 1 Biographies

- 14th Annual California State Bar Public Sector Labor & Employment Conference Panelist - "Public Sector Update" (April 2008)
- "Conducting Workplace Investigations--With A Violent Twist" – State Compensation Insurance Fund: (2008)
- "Conducting Workplace Investigations--With A Violent Twist" – Sacramento County Bar Association: (2008)
- "Conflict of Interest Compliance Workshop," University of California (2008)
- Panel Speaker at "Technology in the Workplace" on behalf of Lorman Education Services in Stockton, CA (December 4, 2007)
- Presented "Workplace Investigations - With A Violent Twist" to Sacramento County Bar Association, Labor & Employment Section (November 27, 2007)
- Panel speaker at "Essential Employment Law Issues for California Business Practitioners" on behalf of the California Continuing Education of the Bar (November 9, 2007)
- "Conducting Workplace Investigations: Keeping It Legal at SEAC" – Sacramento Employers Advisory Council (June 2007)"Disability and Leaves of Absence – the New Plaintiff's Darling" – National Business Institute (February 2007)
- "2007 Employment Laws Are Here!" – Sheraton Grand Hotel (February 2007)
- "Privacy and Best Management Practices in Law Enforcement" (2006)
- 2006 Employment Law Update at breakfast seminar Sheraton Grand Hotel (February 2006)
- Various sexual harassment and EEO trainings for clients (2006)
- "Sexual Harassment: Leadership Issues," UC Council of Deans and Vice-Chancellors (2006)
- "Interest Based Bargaining," National Association of College and University Attorneys Employment Law Workshop (2006)
- "Medical Leave and Disability Accommodation for Faculty," Workshop for Department Chairs (2006)
- "Privacy in the HIPAA Environment," Employee Assistance Roundtable (2006)
- "Privacy and Best Management Practices in Law Enforcement" (2006)
- "Legal Issues in the Workplace," Laboratory Management Institute (2005 – 2006)
- "Sophisticated Hiring in Today's Workplace" – SAHRA Convention at Sacramento Convention Center (September 2005)
- Various EEO trainings for clients (Jul. 2005)
- "New Laws for 2005" – QCHF DD Symposium (June 2005)
- Disability Law Training to Human Resources Group (May 2005)
- "Where is State Labor Enforcement Headed in 2005" – SCBA Luncheon (March 2005)
- "Conflicts of Interest and Conflicts of Commitment," Responsible Conduct of Research Series (2004-2006)

Publications

- "Sexual Harassment In Dentistry: Getting To The "Root" Of The Issue" *co-author with Alex M. Sperry, Esq., Journal of the American College of Dentists* (2013)
- "An Investigator's Guide: Achieving Excellence in Conducting Workplace Investigations" (August 2011)
- *California Association of Workplace Investigators Quarterly:*

Exhibit 1 Biographies

- "Investigative Tips for Conducting Peace Officer Investigations" *co-author with Debra Reilly* (2011)
- "Memorializing Witness Interviews" (2010)
- "Investigative Tips For Conducting Peace Officer Investigations" (March 15, 2010)
- "Workplace Investigations ... With A Violent Twist" (December 2009)
- "Workplace Investigations ... With A Violent Twist" (November 2007)
- *The Daily Recorder:*
 - "Disability Insurance" (October 16, 2002)
 - "Employers Can Take California's Health Insurance Act: What is Being Mandated?" (January 14, 2004)
 - "AB 76 Codified - Employers Take Heed" (November 19, 2003)
 - "Don't Even Think About Going Without Workers' Compensation Insurance!" (September 10, 2003)
 - "What's Love Got To Do With It?" (March 12, 2003)
 - "Retaliation is Discrimination: The U.S. Supreme Court's 'Jackson' Rule" (July 13, 2005)
 - "AB 1825 Requires Expert Trainers or Educators" (March 16, 2005)
 - "A Supervisor's Took Kit for 2005" (January 12, 2005)
 - "California's Paid Family-Leave Program: An Update" (November 11, 2004)
 - "All in An Uproar over 17200" (September 15, 2004)
 - "The "E" in E-mail Stands for Evidence" (May 5, 2004)
 - "Crossing the Rubicon Into Year 2003" (February 12, 2003)
 - "Is It Sink or Swim for Employers?" (2003)
 - "Companies Can Prevent a Hostile Cyber-Environment" (January 29, 2003)
 - "Courts Limit Employer's Liability For Sexual Harassment" (December 24, 2002)
 - "Enron Spawns New Rules On Retirement Plan Blackout Periods" (December 18, 2002)
 - "May Beauty of Nose Rings Be In Eyes of Employers?" (December 4, 2002)
 - "Three-tiered Analysis Becomes Four-Tiered" (2002)
 - "Steps to Prevent Violence in the Workplace" (September 18, 2002)

Newsletters

- "Introducing Family Temporary Disability Insurance: Three-tiered Analysis For Leave is Now a Four-Tiered Analysis," *HB Sacramento/Capitol Connection*, October 2003: Vol. 1 Issue 2
- "Preventing Workplace Violence," *HB Sacramento/Capitol Connection*, August 2002: Vol. 1 Issue 1

Sue Ann Van Dermeyden

Nominated to Northern California Super Lawyers 2010
Nominated to Northern California Super Lawyers 2011
Nominated to Northern California Super Lawyers 2012
Nominated to Northern California Super Lawyers 2013
Nominated to Northern California Super Lawyers 2014
Nominated to Northern California Super Lawyers 2015

Super Lawyers

**Exhibit 1
Biographies**

**SACRAMENTO
BUSINESS JOURNAL**

**Sue Ann Van Dermynen
Best of the Bar 2014 and 2015**

Exhibit 1 Biographies

Deborah Maddux



Deborah Maddux is licensed to practice law in the State of California and a Senior Partner/Shareholder with Van Dermynen Maddux. Deborah is a legal expert in the areas of employment law and human resource management. A graduate of University of California, Davis School of Law, Deborah is also a certified Senior Professional in Human Resources, as well as a certified EEOC investigator. She is trained in conducting Trauma Informed Forensic Interviews and experienced in conducting investigations pursuant to the Firefighters Bill of Rights (FBOR) and the Police Officers Bill of Rights (POBR). Deborah also provides expert witness testimony on employment matters; advises clients on complex employment-related matters; and, conducts interactive and entertaining training seminars. In addition, she has also been trained in mediation through Pepperdine Law School's prestigious Straus Institute for Dispute Resolution. Deborah draws on her wide knowledge base and practical experience to provide a common sense and sophisticated approach to employment situations.

Deborah's practice focuses on workplace investigations into claims of workplace misconduct, including claims of harassment, discrimination, retaliation and claims of improper governmental activities. She is experienced in testifying regarding completed investigations. Deborah also provides hearing officer and mediation services, as well as advice and counseling regarding employment matters. She provides consulting regarding optimal management practices, including one-on-one executive coaching.

Deborah is an experienced and effective trainer, and provides training to all levels of management on a variety of legal issues, including sexual harassment prevention, discrimination prevention, and legal compliance with conflict of interest laws and policies. She has provided in-house training to staff investigators regarding how to conduct effective investigations that focus on ensuring that internal reviews are fair and thorough, as required by law. Her training is consistently rated excellent, and focuses on best practices and practical approaches and solutions. Deborah has written online training courses in the areas of sexual harassment prevention and best employment practices.

Prior to creating her employment law firm, Deborah served as Counsel to the University of California, Davis, where she was routinely called upon to advise all levels of management regarding a wide variety of employment law situations. In this role, she conducted, oversaw and managed many investigations and advised and collaborated with management regarding the appropriate follow-up to investigative findings and conclusions. She worked with campus units related to all aspects of employment management, including the proper application of and compliance with state and federal employment laws, grievance and arbitration administration, personnel policy development and interpretation, and complaint resolution processes. She provided direction regarding the proper administration of personnel actions, evaluations, hiring decisions, corrective action, and progressive discipline, up to and including dismissals. She negotiated and drafted separation agreements. At UC Davis, Deborah served as an active member and collaborated on a variety of campus team projects and standing committees, including the Ethics Advisory Committee, the Sexual Harassment and Discrimination Case Management Team, the Faculty Accommodation and Disability Assessment Team, and the Student Crisis Response Team.

Deborah has served as counsel to the statewide ethics watchdog, the California Fair Political Practices Commission, where she provided continuing legal education training for attorneys statewide, and ethics training to state employees as mandated by state law. She wrote formal advice letters, drafted regulations and advised the Commission on a variety of legal matters. In addition, she litigated in state and federal courts, including the California Court of Appeals and the California Supreme Court.

Exhibit 1 Biographies

Deborah began her legal career in 1993 as a litigator with the Sacramento-based law firm Boutin, Dentino, Gibson & Di Giusto. She managed and litigated cases, and wrote trial briefs and appellate briefs. In addition to conducting trials, she participated in arbitrations and mediations, negotiated settlements, took depositions, and argued numerous law and motion matters.

Professional Degrees, Certifications, Awards and Organizations

- Juris Doctor, University of California, Davis, School of Law, 1993 Order of the Barristers, 1993
 - Member, University of California, Davis National Moot Court Team
 - First Place Oral Advocate, University of California, Davis Moot Court
 - Recipient, King Hall Legal Foundation Pro Bono Award
- Bachelor of Science, Communication, University of Utah, 1987
- Senior Professional in Human Resources (SPHR), Society for Human Resources Management, 2010
- Certified EEOC Investigator, US Equal Employment Opportunity Commission, 2010
- Member, State Bar of California, Employment Law Section
- Panel Member, National Arbitration and Mediation (NAM)
- Sacramento County Bar Association
 - Barristers' Officer, 1994-1997
- American Bar Association – Employment Law Section
- American Bar Association – Workplace Investigations Sub-Committee
- Member, International Coach Federation
- Member, Executive Committee of the Labor and Employment Section of the State Bar of California

Sample of Presentations, Publications, and Publications

- "Unraveling the Ethical Complexities of Workplace Investigations" – Moderator, ABA Conference, New Orleans (March 19, 2016)
- "The Investigation is Done. NOW WHAT?" Presenter, Association of Workplace Investigators, Los Angeles, CA (October 2015)
- "The Evolving Landscape of Workplace Investigations" Sacramento County Bar Association (February 2015)
- "Untrained Supervisors – Employer's Achilles Heel II" – Sacramento Employer Advisory Council (SEAC) Winter Workshop (December 2014)
- "Achieving Excellence In Conducting Workplace Investigations" - University of California, Davis (September 2014)
- "Workplace Investigations Basics" Association of Workplace Investigators (AWI) (April 2014 and April 2015)
- "Investigator Training Program: Conducting Effective Workplace Investigations at the University of California" (Semi-annual three-day course, October 2010 – Present)
- "The Investigators' Toolbox: Technology As A Tool For Thorough Investigations" – Association of Workplace Investigators (AWI) (October 2013)
- "Harassment, Discrimination and Retaliation Prevention In the Workplace" – Carson Landscaping Industries (January 2013)

Exhibit 1 Biographies

- "The 21st Century Investigator: Technology, Privacy & Practice" – Association of Workplace Investigators (AWI) (November 2012)
- "Demystifying the Credibility Analysis in Workplace Investigative Reports" (AWI Quarterly; Volume 3, Number 4; October 2012)
- "Employment Law and Liability Training" – University of California, Davis (Ongoing Staff Development Training, 2010 to Present)
- "Harassment, Discrimination and Retaliation Prevention Training" – California Dental Association (September 2011, September 2012, September 2013)
- "Hot Topics In Investigations of Workplace Complaints" – Law CLE (July 2012)
- "Creating Your Best Work Environment" – Sutter Hospital, various sites (2011, 2012)
- "Investigation Training Retreat" – Los Rios Community College District (March 2012)
- "Mapping It Out: A Skills-Based Session to Plan the Investigation" – California Association of Workplace Investigators (November 2011)
- "Disability Management and Leaves of Absence," University of California, Davis (2011)
- "Interest Based Bargaining," National Association of College and University Attorneys Employment Law Workshop (2006)
- "Medical Leave and Disability Accommodation for Faculty," Workshop for Department Chairs (2006)
- "Legal Issues in the Workplace," Laboratory Management Institute (2005 – 2006)
- "Privacy in the HIPAA Environment," Employee Assistance Roundtable (2006)
- "Privacy and Best Management Practices in Law Enforcement" (2006)
- "Free Speech and Civility of Campus," University of California, Davis Student Affairs (2004-2007)
- "Sexual Harassment: Leadership Issues," UC Council of Deans and Vice-Chancellors (2006)

Exhibit 1 Biographies

Eve Fichtner



Eve Fichtner is an attorney licensed to practice law in the State of California and a Partner with Van Dermynen Maddux. Eve has specialized in education and employment law since 1994, primarily serving school districts, county offices of education, community colleges and private employers in employment matters. Over the years, Eve has focused her legal practice on personnel matters, student issues and all forms of discrimination and harassment claims, including Title IX investigations. She is also experienced in conducting investigations pursuant to the Firefighters Bill of Rights (FBOR) and the Police Officers Bill of Rights (POBR).

Eve joined Van Dermynen Maddux to focus on conducting investigations and providing practical and effective counseling and advice for clients who process complaints and conduct internal investigations. In 2014, Eve received her certification as a Title IX investigator and is trained in conducting Trauma Informed Forensic Interviews. She provides resolution based services to clients, including workplace coaching for employees and supervisors, conflict resolution training, facilitated meetings, and hearing officer services.

After law school, Eve began her legal career at Kronick, Moskovitz, Tiedemann, & Girard in 1994. While practicing general education law, Eve began conducting investigations for public school districts. She developed techniques to gather relevant evidence and provide prompt, thorough and effective investigations.

In 2000, Eve joined the state-wide education law firm of Atkinson, Andelson, Loya, Ruud & Romo, where she further developed her knowledge as an Education Law Attorney and her skills in conducting and overseeing investigations. Eve provided advice and counsel on numerous school and employment matters, including sexual misconduct, reasonable accommodation, interactive meetings, employee leave matters, investigating and responding to EEOC/DFEH complaints, evaluating and documenting employee performance, governance issues, release of public records, and responding to subpoenas. Eve represented clients in front of state courts and administrative bodies for employee discipline hearings, temporary restraining orders, and motions to quash defective subpoenas.

Eve has extensive legal and practical experience related to K-12 student issues, including progressive student discipline, bullying prevention and investigations, student free speech, search and seizure at school, technology in education, and student records. Eve has valuable experience as a hearing officer in student expulsion cases and student expulsion appeals.

Eve is an experienced and effective trainer on a variety of legal issues, including sexual harassment prevention in the workplace, how to prevent discrimination, harassment, bullying and retaliation at schools, understanding student discipline laws, how to conduct internal investigations, how to address electronic misconduct, and effective conflict resolution techniques. While at AALRR, Eve developed a comprehensive investigation training seminar which she presented throughout California. Eve also developed skills as a workplace coach for individuals and supervisors as well as trainer in various conflict resolution options tailored to school and workplace environments. Eve served as General Counsel to Davis Joint Unified School District from 2007 to 2013. During her time as General Counsel she managed a number of unique issues facing a public school district, and she supervised internal and outside/neutral investigations.

Exhibit 1 Biographies

Professional Degrees, Certifications, Awards and Organizations

- Juris Doctor, University of California, Davis, School of Law, 1994
 - Order of the Barristers, 1993
 - Member, UC Davis National Moot Court Team
 - Outstanding Oral Advocate, UC Davis School of Law, 1992-93
- Bachelor of Arts with Honors, English & Political Science, University of California, Santa Barbara, 1990
 - Phi Beta Kappa
 - Chancellor's Award of Distinction, 1990
- Member, State Bar of California, Employment Law Section
- Sacramento Bar Association, Labor & Employment Section
- California Council of School Attorneys, Member
- CAOWI Best Practices Roundtables, Participant, March 2010
- Association of Workplace Investigators, Member
- Inns of Court, 1998-1999
- Former Board Member, Transitional Living and Community Support
- Volunteer, Buckeye Elementary School District and Buckeye Education Foundation

Notable Speeches and Presentations

- "Sexual Harassment Prevention Training" – Live Oak School District and Acalanes Unified School District (September 2013)
- "Preventing Harassment, Bullying and Unprofessional Conduct by Employees" – Roseville Joint Union High School District (August 2013)
- "Sexual Harassment: The Law and Liability (AB 1825)" – Nevada County Office of Education (June 2013)
- "FRISK1 Documentation Model: Changing Behavior through Effective Feedback" – Davis Joint Unified School District (April 2013)
- "How to Identify & Address Workplace Conflict – Including Bullying, Hostility and Aggression" – Robla School District (March 2013)
- "Addressing Workplace Conflict – Including Aggression and Hostility" – Central Valley Personnel Study Group (January 2013)
- "Advanced FRISK2: Employee Performance Documentation Model" – Folsom-Cordova Unified School District (December 2012)
- "Bullying in the Schools" – California Council of School Attorneys (November 2012)
- "Update on Student Discipline Issues, Including Bullying" – Center Unified School District (November 2012)
- "How to Read the Signs and Clues While Conducting an Investigation" – Inland Personnel Council (October 2012)
- "Cyber-Misconduct" – Education Law Technology Symposium (October 2012)
- "Anti-Bullying" – Antioch Unified School District (September 2012)
- "Addressing Workplace Conflict" – Roseville Joint Union High School District (August 2012)
- "Do Your Investigations Satisfy the Burden of PROOF3?" – Inland Personnel Council (May 2012)

Exhibit 1 Biographies

- "AB 746 Addresses Bullying on Social Network Sites, but Constitutional Gray Areas Remain" – AALRR Legal Alert (July 2011)
- "Workplace Conflict and Harassment" – Woodland Joint Unified School District (June 2011)
- "Training Regarding Complaints, Investigations and Effective Remedies" – Davis Joint Unified School District (August 2011)
- "How to Read the Signs and Clues When Conducting an Investigation" – San Mateo County Office of Education (April 2011)
- "Validating the Facts: Do Your Investigations Satisfy the Burden of PROOF4?" – ACSA Personnel Institute (October 2011)
- "Unlawful Harassment Prevention Training" – C.C. Meyers (Several Sessions Fall 2010)
- "Bullying in the Workplace" – Merced Union High School District (June 2010)
- "Unlawful Harassment Prevention Training" – Sacramento Metropolitan Fire District (May 2010)
- "Social Networking: Benefits and Risks Associated with the Use of Professional Networking Sites" – County Welfare Directors Association of California (May 2010)
- "How to Handle Electronic Misconduct by Employees" – Central Valley Personnel Study Group (November 2010)
- "Investigations and Credibility" – ACSA Personnel Institute (September 2009)
- "Unlawful Harassment Prevention Training" – Center Unified School District (October 2009)
- "Student Discipline Training for Board Members, Panel Members and Administrators" – Fairfield-Suisun Unified School District (Several Sessions 2009-2010)
- "A Process for Conducting Effective Investigations" – PASSCo (September 2008)
- "Tips for Conducting Effective Investigations" – Ceres Unified School District (August 2007)
- "Reasonable Accommodation Requests" – CODESP (February 2007)
- "Conducting an Investigation" – El Monte OCFA School District (August 2007)
- "Public Records Workshop" – Education Law Conference (November 2006)
- "Sexual Harassment Prevention" – Yuba OCFA Community College District (March 2005)
- "Unlawful Harassment Prevention Training for Employees" – Davis Joint Unified School District (Several Sessions 2005-2006)
- "Building Relationships for Student Success – Hot Topics Legal Panel" – CASCWA (April 2003)
- "Union Involvement in Investigations – What's Reasonable?" – ACSA Symposium for Negotiators (January 2003)
- "Stress Related Environment Issues and Reasonable Accommodation" – Central Valley Personnel Study Group (November 2002)
- "Legal and Practical Issues Surrounding Student Search and Seizure" – School Employers Association of California (October 2001)
- "Training in Prevention of Prohibited Harassment" – Yolo County Office of Education (August 2001)

Exhibit 1 Biographies

Alexander M. Sperry



Alexander M. Sperry is an attorney licensed to practice law in the State of California and a Partner with Van Dermyden Maddux. He has dedicated his entire legal career to providing labor and employment law counseling, training, investigative and litigation services, and is experienced in conducting investigations pursuant to the Firefighters Bill of Rights (FBOR) and the Police Officers Bill of Rights (POBR). Over the years, Alex has worked with his clients on a variety of issues, including employee hiring, discipline and discharge, employee investigations, disability accommodation, trade secret protection, employee compensation, leaves of absence and wage-and-hour compliance. Today, Alex's practice focuses on conducting impartial workplace investigations. He investigates a variety of

allegations, ranging from harassment, discrimination and retaliation, to bullying, workplace violence, failure to accommodate, fraud, misuse of funds, breach of confidentiality and employee discipline. Alex has conducted investigations for both public and private employers, in a variety of settings, including state and local government, healthcare, law enforcement, high-technology companies and educational institutions.

Alex is also a frequent lecturer on workplace-related issues. He has developed and delivered trainings to thousands of managers and non-supervisory employees throughout the state on a wide array of issues ranging from conducting workplace investigations, to harassment prevention, equal employment opportunity, attorney ethics, disability management, employee leave accommodation and management within the law. Alex is an active member of the Association of Workplace Investigators (AWI). He frequently presents to AWI's membership on investigation-related topics, including as faculty at AWI's week-long National Training Institutes. Alex began his legal career in the Bay Area as a litigator with Littler Mendelson PC. He then spent the next nine years practicing with Orrick, Herrington & Sutcliffe LLP's nationally ranked employment group. Alex has also worked for Shaw Valenza LLP, a Sacramento-based boutique employment law firm, and for the UC Davis Health System, where he provided a full range of labor relations services to university management and staff.

Professional Degrees, Certifications, Awards and Organizations

- Juris Doctor, Santa Clara University School of Law, 1999
 - American Jurisprudence Award, Alternative Dispute Resolution, 1999
- Bachelor of Arts, University of California, Davis, 1996
 - Order of Omega Honor Society, Member
- Association of Workplace Investigators, Member
- State Bar of California, Employment Law Section, Member
- American Bar Association, Member
- Sacramento Bar Association, Labor & Employment Section, Member

Notable Speeches, Presentations & Publications

- "Ethical Issues for Attorneys Conducting Workplace Investigations in the Public Sector" –State Bar of California, The Labor & Employment Law Section's 21st Annual Public Sector Program (with Lisa Buehler and Amy Oppenheimer (April 2015)
- "Lawyers Conducting Workplace Investigations: Avoiding Ethical Perils and Pitfalls" –Association of Workplace Investigators 2015 National Training Institute (February 2015)

Exhibit 1 Biographies

- "Understanding and Avoiding Bias in Investigations and in Our Profession" –Association of Workplace Investigators 2015 National Training Institute (with Amy Oppenheimer) (February 2015)
- "Recognizing Electronic Data Issues –In Investigations and in the Investigator's Office –Association of Workplace Investigators 2015 National Training Institute (with Jim Caarden) (February 2015)
- "Preventing Harassment, Discrimination & Retaliation for Managers and Supervisors (AB 1825)" –private corporate training (January 2015)
- "Writing Excellent Reports" –Association of Workplace Investigators Bay Area Local Circle December 2014)
- "Achieving Excellence in Conducting Workplace Investigations" –Sacramento Employer Advisory Council-sponsored training (September 2014)
- "Retaliation: Tips & Techniques for the Workplace Investigator" –Association of Workplace Investigators-sponsored webinar, co-presenter (August 2014)
- "Preventing Harassment, Discrimination and Retaliation (AB 1825)" Training for California state agency (June 2014)
- "Leaves of Absence in California: Engaging in the Interactive Process" –Lorman Educational Services (June 2014)
- "Creating Your Best Work Environment: A Team Approach" – Training for California state agency (April, October 2014)
- "Preventing Harassment, Discrimination & Retaliation (AB 1825)" – private corporate training (March 2014)
- "Recognizing Electronic Data Issues – In Investigations and in the Investigator's Office" – Association of Workplace Investigators 2014 National Training Institute (with Justin Kochan) (February 2014)
- "The Attorney Investigator: Avoiding Ethical Missteps" – Association of Workplace Investigators -sponsored webinar, co-presenter (January 2014)
- "Sexual Harassment In Dentistry: Getting To The "Root" Of The Issue" – Journal of the American College of Dentists, co-author (December 2013)
- "Preventing Harassment, Discrimination & Retaliation (AB 1825)" – Sacramento Employer Advisory Council-sponsored training (December 2013)
- "Employment Law and Liability" – U.C. Davis supervisor training (March 2013 through present)
- "Employment Law and Liability" – U.C. Davis Health System supervisor training (August 2014 through present)
- "Employee Recruitment and Selection" – U.C. Davis supervisor training (December 2013 through present)
- "Applying the California Supreme Court "Mixed Motive" Analysis in Workplace Discrimination Investigations" – Association of Workplace Investigators Journal, co-author (July 2013)
- "Preventing Employment Lawsuits" – U.C. Davis Health System (September/December 2012)
- "FMLA Tips for Health Care Providers" – U.C. Davis Health System (Fall 2012)
- "The Corrective Action Process" – U.C. Davis Health System (November 2012)
- "Labor Principles in Public Employment" – U.C. Davis Health System (November 2012)
- "Preventing Harassment and Other EEO Issues at Work: It's All About Respect (AB 1825 Compliance)" – Shaw Valenza LLP (December 2009 through June 2012)
- "Everything You Need to Know About At-Will Employment" – Shaw Valenza LLP (December 2011)

Exhibit 1 Biographies

- "Keeping Professional and Positive in a Climate of Chaos and Avoiding Costly Mistakes" – Shaw Valenza LLP (October 2011)
- "Workplace Ethics: Your Responsibilities (AB 1234 Compliance)" – Shaw Valenza LLP (May 2010 to June 2012)
- "New Laws for California Employers" – The Daily Recorder, co-author (November 2011)
- "Making Sense of E-Verify" – The Daily Recorder, co-author (July 2011)
- "Gender Stereotyping and Anti-Discrimination Laws" – The Daily Recorder, co-author (April 2011)
- "Employees as Caregivers" – California Employer Update, co-author (March 2011)
- "EEO Regulations Shed Light on 'GINA'" – The Daily Recorder, co-author (December 2010)
- "No Need to Force Employee Breaks, Says Court of Appeal" – The Daily Recorder, co-author (November 2010)
- "New Laws for California Employers" – The Daily Recorder, co-author (October 2010)
- "U.S. Supreme Court Employment Law Decisions: A Review" – The Daily Recorder, co-author (September 2010)
- "Social Networking: A Trap for the Unwary" – The Daily Recorder, co-author (June 2010)
- "Getting to Know GINA" – The Daily Recorder, co-author (March 2010)
- "Supreme Court Upholds Incentive Forfeiture" – The Daily Recorder, co-author (December 2010)
- "The Year in Review: Developments in Equal Employment Opportunity ("EEO") Law" – Orrick, Herrington & Sutcliffe LLP's Morning Update Program presentation (October 2007)
- "Employee Discharge and Documentation" – Lorman Educational Services (November 2007)
- "California's Harassment Training: Proposed Regulations Shed Light on Employer Requirements" – Orrick, Herrington & Sutcliffe LLP's Morning Update presentation (October 2006)
- "Advanced Topics in the Family and Medical Leave Act, the California Family Rights Act, the California Pregnancy-Related Disability Leave Act, and Other California Leaves of Absence" – Lorman Educational Services (September 2006)
- "Developments in Sex/Pregnancy Discrimination and Equal Pay Law" – Practicing Law Institute, Employment Law Yearbook, co-author (2006)
- "Misuse of Technology in the Workplace" – Orrick, Herrington & Sutcliffe LLP's Morning Update presentation (October 2005)
- "Leaves of Absence in California" – Lorman Educational Services (April 2005)
- "Developments in EEO and Affirmative Action" – Practicing Law Institute, Employment Law Yearbook, co-author (2003-2005)
- "EEO Update: Age, Racial, Religious, and Gender Discrimination, and OFCCP Developments" – Practicing Law Institute, Employment Law Yearbook, co-author (2002)

Exhibit 1 Biographies

Jennifer Doughty



Jennifer A. Doughty is an attorney licensed to practice law in the State of California and a Senior Associate Attorney with Van Dermeyden Maddux. Her practice focuses on resolving issues, including workplace investigations, advice and counsel, and coaching and training. She has experience in employment litigation and client counseling in areas including wage and hour, discrimination, harassment, labor relations, union elections, wrongful termination, OSHA, workers' compensation, federal agency investigations and audits, as well as conducting investigations pursuant to the Firefighters Bill of Rights (FBOR) and the Police Officers Bill of Rights (POBR). Jennifer is admitted to practice before the courts of the State of California and the Federal District Courts of the Northern, Southern, and Eastern Districts of California. In 2012, she received a Certificate of Completion from the Association of Workplace Investigators' Institute.

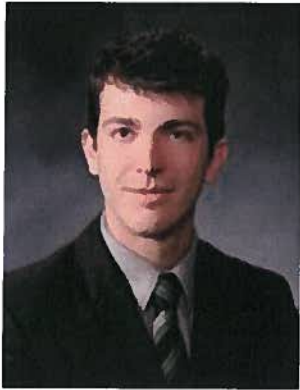
Jennifer began her legal career as a litigator in Mobile, Alabama, where she defended premises liability actions for international retail companies. She has also been admitted to practice before the 11th Circuit Court of Appeal, the 5th Circuit Court of Appeal, and all state and federal courts of Alabama and Mississippi.

Professional Degrees, Certifications, Awards and Organizations

- Juris Doctor, Santa Clara University School of Law, 2002
 - Member, Honors Moot Court 2001, Semi-Finalist
 - Member, Honors Moot Court Board, 2001-2002
 - Recipient, Public Interest and Social Justice Endowment Summer Grant (2000, 2001)
- Bachelor of Arts, Public Policy Studies, Duke University, 1997
 - Duke Varsity Swimming, 1993-1997
 - University of Glasgow Scotland, Duke Public Policy Study Abroad Program (1995)
- State Bar of California, Member
- Women Lawyers of Sacramento, Member
- State Bar of Alabama, Member
- State Bar of Mississippi, Member
- Association of Workplace Investigators, Member Benefits Committee, 2013-2014
- Sacramento Employer Advisory Council, Board Member (Speaker Chair, 2013-2014; Vice Chairperson, 2014-2015)
- State Bar of California, Labor & Employment Section

Exhibit 1 Biographies

Justin Kochan



Justin Kochan is an attorney licensed to practice law in the State of California and a Senior Associate Attorney with Van Dermyden Maddux. Justin specializes in workplace investigations.

Justin's practice focuses on investigations into claims of discrimination, harassment, retaliation, and workplace violence, with an emphasis on digital evidence and computer forensics. Justin is well versed in both public and private sector investigations, and has conducted investigations pursuant to the Firefighters Bill of Rights (FBOR) and the Police Officers Bill of Rights (POBR).

Prior to joining the firm, Justin worked as a law clerk at The Law Office of Kira Wattenburg King, and York Law Corporation. While studying law at UC Davis, he worked as a Research Assistant under Professor Lisa R. Pruitt, was a member of the UC Davis Trial Practice Honors Board, and was a Senior Editor of *Environs*, a biannual environmental law and policy journal. Justin also served as an extern at both the Yolo County Superior Court and the Yolo County Public Defender's Office.

Justin graduated from UC Davis School of Law, and earned an undergraduate degree from UC Berkeley. Justin is a Certified Computer Forensic Examiner (CCFE) and holds a Certificate from the Association of Workplace Investigators' National Institute.

Professional Degrees, Certifications, Awards and Organizations

- Juris Doctor, University of California, Davis, School of Law, 2011
 - Environmental Law and Policy Journal, Senior Editor
 - Trial Practice Honors Board
- Bachelor of Arts, Media Studies, University of California, Berkeley, 2008
- State Bar of California, Member
- Certified Computer Forensic Examiner (CCFE)
- Certificate from the Association of Workplace Investigators' National Institute
- State Bar of California, Labor & Employment Section
- High Technology Crime Investigation Association (HTCIA), Member
- Northern California Human Resources Association (NCHRA), Member
- Association of Workplace Investigators, Webinar Committee, 2013-2014

Notable Presentations & Publications

- "Retaliation: Tips & Techniques for the Workplace Investigator" – Association of Workplace Investigators (August 2014)
- "Technology and Workplace Investigations: A Practical Primer" – NCHRA HR West Annual Conference (April 2014)
- "Recognizing Electronic Data Issues – In Investigations and in the Investigator's Office" – Association of Workplace Investigators' National Institute (February 2014)

Exhibit 1
Biographies

- "The Attorney Investigator: Avoiding Ethical Missteps" – Association of Workplace Investigators (January 2014)
- "Technology as a Tool for Thorough Investigations" – Association of Workplace Investigators Annual Conference (November 2013)
- "Employee Privacy in the Digital Era: Guidance for Small Employers" – Sacramento Employer Advisory Council (October 2013)
- "Shedding Light on Retaliation" – Association of Workplace Investigators Journal, Volume 4, Number 2 (April 2013)

Exhibit 1 Biographies

Shannon O. Shrewsbury



Shannon Shrewsbury is an attorney licensed to practice law in the State of California and a Senior Associate Attorney with Van Dermyden Maddux. Her practice focuses on conducting workplace investigations into allegations of misconduct involving discrimination, harassment, retaliation, and workplace violence. Shannon is experienced in conducting investigations pursuant to the Firefighters Bill of Rights (FBOR) and the Police Officers Bill of Rights (POBR).

Prior to joining the firm, Shannon was an Associate with Renne Sloan Holtzman Sakai LLP, where she advised and represented public entities in a range of labor and employment matters. Her practice included representing employers in unfair labor practice proceedings and in litigation involving claims of discrimination, harassment, retaliation, and wrongful termination. She also acted as an independent investigator into allegations of workplace misconduct. Since 2011,

Shannon has been providing pro bono legal services as a volunteer attorney at the Employment Law Clinic of the Voluntary Legal Services Program of Northern California.

Shannon graduated from UC Davis School of Law, and earned an undergraduate degree from UC Davis. During law school, she served as an extern with the Office of the Attorney General, and as a summer associate in McDonough Holland & Allen PC's public law practice group. She also served as Editor-in-Chief of *Environs*, Environmental Law and Policy Journal. Shannon is admitted to practice law in California and before the United States District Court for the Eastern District of California.

Professional Degrees, Certifications, Awards and Organizations

- Juris Doctor, University of California, Davis, School of Law, 2010
 - Recipient, Public Service Law Certificate
 - Editor-in-Chief, *Environs*, *Environmental Law and Policy Journal*
- Bachelor of Arts, Philosophy, University of California, Davis, 2003
 - *Eta Sigma Phi*, National Honorary Society for Greek and Latin
- State Bar of California Wiley W. Manuel Certificate for Pro Bono Legal Services, Recipient, 2012
- State Bar of California, Labor & Employment Section, Member
- Sacramento County Bar Association, Labor & Employment Law Section, Treasurer, Editor, Executive Committee
- Association of Workplace Investigators, Member
- Women Lawyers of Sacramento, Member
- Labor and Employment Relations Association of Northern California, Member
- Mickaboo Companion Bird Rescue, Board of Directors, Foster Parent, 2001 – 2008

Exhibit 1 Biographies

Janine Braxton



Janine Braxton is an attorney licensed to practice law in the State of California and an Associate Attorney with Van Dermynen Maddux. Her practice focuses on conducting workplace investigations into allegations of misconduct involving discrimination, harassment, retaliation, and workplace violence. She is experienced in conducting investigations pursuant to the Firefighters Bill of Rights (FBOR) and the Police Officers Bill of Rights (POBR).

Janine began her legal career in 2005 while an undergraduate college student and has grown very passionate about the law. Prior to joining the Firm, Janine worked as a Legal Assistant for The Law Office of Bowman & Associates, and for Dependency Associates of Sacramento. She spent several years assisting with all facets of employment litigation. In this capacity, she worked very closely with clients to address issues including harassment, discrimination, retaliation, wrongful termination and unpaid wages in the workplace.

Janine joined Van Dermynen Maddux Law Corporation in April of 2011 as a law clerk. Her experience has engendered a genuine appreciation for the impartial investigative process.

Janine grew up in the Central Valley before moving to Davis. She earned her Bachelor's degree in English, with a Minor in Philosophy from the University of California, Davis in 2007. She graduated from Lincoln Law School of Sacramento.

Professional Degrees, Certifications, Awards and Organizations

- Juris Doctor, Lincoln Law School
- Bachelor of Arts, English, Minor in Philosophy, University of California, Davis, 2007

Exhibit 1

Biographies

Liz Paris



Liz Paris is an Associate Attorney with Van Dermyden Maddux. Liz graduated from McGeorge School of Law in 2012 and earned an undergraduate degree from UC Davis. She is licensed to practice law in the State of California and is a certified Senior Professional in Human Resources. Liz is experienced in conducting investigations pursuant to the Firefighters Bill of Rights (FBOR) and the Police Officers Bill of Rights (POBR). Prior to joining the Firm, Liz was employed at UC Davis where she routinely provided policy and contract interpretation to management and staff, responded to grievances and complaints, acted as the University Advocate for administrative hearings, and negotiated contracts with labor unions. Additionally, Liz has served as Hearing Officer for Title IX hearings, and investigator for sexual harassment and Whistleblower retaliation complaints. Prior to law school, Liz worked in Human Resources for various companies, providing advice and assistance with recruitment, hiring, termination, and performance management. Liz is trained in conducting Trauma Informed Forensic Interviews.

Professional Degrees, Certifications, Awards and Organizations

- Juris Doctor, McGeorge School of Law, 2012
 - Dean's Honor Roll
 - Dean's Scholarship recipient
- Bachelor of Arts, History, University of California, Davis, 2004
- State Bar of California, Member
- State Bar of California, Labor & Employment Section, Member
- Association of Workplace Investigators, Member
- Senior Professional in Human Resources (SPHR), 2015
- Trained in Trauma Informed Forensic Interviewing

Exhibit 1

Biographies

Mary Ann Collanton



Mary Ann Collanton is a Paralegal with Van Dermynen Maddux. Mary Ann joined the Firm in early 2014. Mary Ann has always had a passion for writing, but began her life's work by first pursuing her other love... science. In 1985 she received a B.S. in Clinical Science with a Minor in Chemistry from San Francisco State University. After completing a year-long internship at Children's Hospital, San Francisco, Mary Ann worked 10 years in a private laboratory, three of which were spent as the Laboratory Supervisor. Next, she stayed home to raise her children. During this time, she started a freelance proofreading/copy editing service called Akribis Proofreading. Through this business, she began working with attorneys conducting workplace investigations, and she met Deborah Maddux. Mary Ann found workplace investigations to be a fascinating look into the ramifications of being human. Now, she uses her attention to detail and love of the written word to put the final touches on investigative reports, correspondence, employee handbooks, surveys, and anything else that lands on her desk.

Mary Ann has spent all of her life in Northern California, and frequently travels between Sacramento and the Bay Area to visit friends. In her spare time, she writes both fiction and nonfiction, works her way through a reading list of several hundred books, seeks out oak-studded walking trails, and spends as much time as she can with her two remarkable teenage sons.

Jay Campbell



Jay Campbell is a Legal Assistant and Editor with Van Dermynen Maddux. Jay completed his B.A.s in International Relations and English after three and a half years at UC Davis and joined the Van Dermynen Maddux team shortly thereafter. His degrees are the product of his love for the English language and his fascination with politics and law. During his time at UC Davis, Jay took on leadership roles in the University Physics Department, where he taught Astronomy Lab classes and planned community events and weekend stargazing trips for the UC Davis Astronomy Club.

Jay was born and raised in Southern California and he travels back there regularly to visit family and friends. Jay enjoys being outdoors, loves animals, and likes to keep his finger on the pulse of pop culture and modern music. He jumps at every opportunity to travel and can often be found on the beach, absorbed in a good book.

PARTY DISCLOSURE FORM

Party's Name: _____

Party's Address: _____

Party's Telephone: _____

Solicitation Title and Number: _____

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: 11/13/15
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): _____

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Van Dermeyden Maddux Law Corporation		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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.) 2520 Venture Oaks Way, Suite 140	Requester's name and address (optional)	
6 City, state, and ZIP code Sacramento, CA 95833		
7 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 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.

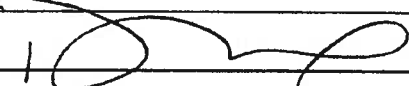
Social security number								
			-			-		
or								
Employer identification number								
2	7	-	3	5	2	0	7	1

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ 

Date ▶ 10/12/15

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/fw9.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 28th day of July, 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 independent internal affairs 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 only for actual hours worked with monthly invoices per the hourly rates for internal affairs investigations provided in Exhibit "A". The initial contract amount will be \$50,000. 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. All policies of public liability and property damage insurance shall be primary and any other insurance, deductible, or self-insurance maintained by OCFA, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions. Firm shall also carry workers' compensation insurance in accordance with California worker's compensation laws. Firm agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the OCFA, its officials, officers, employees, agents and volunteers, and require each of its subcontractors, if any, and each subcontractor's insurer, to do likewise under their workers' compensation insurance policies. All required 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, its officials, officers, employees, agents and volunteers as additional named insureds 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.

In addition, Firm shall be responsible for causing any subcontractor providing work or services under this Agreement to procure and maintain the same types and amounts of insurance, and in compliance with the terms set forth in this Section, including but not limited to adding the OCFA, its officials, officers, employees, agents and volunteers as additional named insureds to their respective policies. Firm shall not allow any subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to OCFA that the subcontractor has secured all insurance required under this Section. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that each subcontractor's insurance coverage is provided and maintained in conformity with the requirements of this Section.

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, subcontractors or 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.

ATTEST:

By:  _____
David E. Kendig
General Counsel

Sherry A.F. Wentz
Clerk of the Board

Date: 7/13/16

"FIRM"

Sintra Group

Date: 6/8/2014

By:  _____
Steve Bowman
Owner

EXHIBIT A

EXHIBIT A

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