



# ORANGE COUNTY FIRE AUTHORITY AGENDA

## Budget and Finance Committee Meeting

Wednesday, June 14, 2017

12:00 Noon

### Orange County Fire Authority Regional Fire Operations and Training Center

1 Fire Authority Road

Room AE117

Irvine, California 92602

Ed Sachs, Chair

Joe Muller, Vice Chair

Shelley Hasselbrink Gene Hernandez Al Murray Beth Swift Tri Ta

Bruce Channing - Ex Officio

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 Budget and Finance 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 Budget and Finance 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. Speaker Forms are available on the counter noted in the meeting 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. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE by Chair Sachs

## ROLL CALL

## PUBLIC COMMENTS

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.

**1. PRESENTATIONS**

No items.

**2. MINUTES**

**A. Minutes for the May 10, 2017, Budget and Finance Committee Meeting**

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

**3. CONSENT CALENDAR**

No items.

**4. DISCUSSION CALENDAR**

**A. Monthly Investment Reports**

Presented by: Patricia Jakubiak, Treasurer

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of June 22, 2017 with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the reports.

**B. Community Risk Reduction Fee Study and Adoption of Associated Fee Schedules**

Presented by: Lori Zeller, Assistant Chief, Business Services Department

Recommended Action:

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of July 27, 2017, with the Budget and Finance Committee's recommendation that the Board of Directors take the following actions:

1. Conduct a Public Hearing.
2. Find that, in accordance with California Government Code Section 66014, the proposed fees do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are, therefore, exempt from compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21080.
3. Approve and adopt the Resolution and Exemption Policy approving changes in Community Risk Reduction and Miscellaneous fees and effective date.

**C. Amendment No. 7 to Agreement for Aircraft Rescue Fire Fighting Services at John Wayne Airport**

Presented by: Lori Zeller, Assistant Chief, Business Services Department

Recommended Actions:

Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of June 22, 2017, with the Budget and Finance Committee's recommendation that the Executive Committee approve and authorize the Fire Chief to execute Amendment No. 7 to the Agreement for Aircraft Rescue Fire Fighting Services at John Wayne Airport, extending the term for five years from December 1, 2017, through November 30, 2022.

**REPORTS**

No items.

**COMMITTEE MEMBER COMMENTS**

**ADJOURNMENT** – The next regular meeting of the Budget and Finance Committee is scheduled for Wednesday, July 12, 2017, at 12:00 noon.

**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 and front gate public display case of the Orange County Fire Authority, Regional Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 8<sup>th</sup> day of June 2017.

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

**UPCOMING MEETINGS:**

Claims Settlement Committee Meeting	Thursday, June 22, 2017, 5:00 p.m.
Executive Committee Meeting	Thursday, June 22, 2017, 5:30 p.m.
Human Resources Committee Meeting	Tuesday, July 11, 2017, 12:00 noon

# MINUTES ORANGE COUNTY FIRE AUTHORITY

## **Budget and Finance Committee Meeting**

**Wednesday, May 10, 2017**

**12:00 Noon**

## **Regional Fire Operations and Training Center**

**Room AE117**

**1 Fire Authority Road**

**Irvine, CA 92602**

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### **CALL TO ORDER**

A regular meeting of the Orange County Fire Authority Budget and Finance Committee was called to order on May 10, 2017, at 12:00 p.m. by Chair Sachs.

### **PLEDGE OF ALLEGIANCE**

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

### **ROLL CALL**

**Present:** Elizabeth Swift, Buena Park  
Gene Hernandez, Yorba Linda  
Joseph Muller, Dana Point  
Al Murray, Tustin  
Ed Sachs, Mission Viejo  
Tri Ta, Westminster  
Shelley Hasselbrink, Los Alamitos

**Absent:** None

### **Also present were:**

Fire Chief Jeff Bowman  
Assistant Chief Dave Anderson  
Assistant Chief Brian Young  
Assistant Chief Dave Thomas  
Legal Counsel Dave DeBerry

Brigette Gibb Human Resources Director  
Assistant Chief Lori Zeller  
Assistant Chief Lori Smith  
Clerk of the Authority Sherry Wentz

### **PUBLIC COMMENTS**

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



## **1. PRESENTATIONS**

No items.

## **2. MINUTES**

### **A. Minutes for the March 8, 2017, Budget and Finance Committee Meeting (F: 12.02B2)**

On motion of Director Hernandez and second by Director Murray, the Budget and Finance Committee Meeting voted unanimously by those present to approve the Minutes of the March 8, 2017, meeting as submitted. Director Hasselbrink was recorded as abstention due to her absence from the meeting.

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

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

On motion of Director Hernandez and second by Director Murray, the Budget and Finance Committee Meeting voted unanimously by those present to direct staff to place the item on the agenda for the Executive Committee meeting of May 25, 2017, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the reports.

### **B. Third Quarter Financial Newsletter (F: 15.07)**

Stephen Wontrobski, Mission Viejo resident, pulled this item from the Consent Calendar to address overtime and backfill.

On motion of Director Murray and second by Director Hernandez, the Budget and Finance Committee Meeting voted unanimously by those present direct staff to place the item on the agenda for the Executive Committee meeting of May 25, 2017, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the report.

### **C. Updated Cost Reimbursement Rates (F: 15.12)**

Stephen Wontrobski, Mission Viejo resident, pulled this item from the Consent Calendar to question prior year's reimbursement rates.

On motion of Director Hasselbrink and second by Director Hernandez, the Budget and Finance Committee Meeting voted unanimously by those present direct staff to place the item on the agenda for the Board of Directors meeting of May 25, 2017, with the Budget and Finance Committee's recommendation that the Board of Directors approve and adopt the proposed Cost Reimbursement Rate schedules to be effective July 1, 2017.

**D. Orange County Drowning Prevention Task Force (F: 20.18)**

Fire Chief Jeff Bowman pulled this item from the Consent Calendar to thank those involved in the Orange County Drowning Prevention Task Force for its drowning prevention campaign efforts.

Director Swift arrived at the point (12:14 p.m.).

On motion of Director Ta and second by Vice Chair Muller, the Budget and Finance Committee Meeting voted unanimously by those present to direct staff to place the item on the agenda for the Board of Directors meeting of May 25, 2017, with the Budget and Finance Committee's recommendation that the Board of Directors approve a budget adjustment in the General Fund (121) increasing appropriations in the amount of \$25,000 for funding of the Orange County Drowning Prevention Task Force.

**4. DISCUSSION CALENDAR**

**A. Communication with Auditors for Fiscal Year 2016/17 Financial Audit (F: 15.02B)**

Finance Manager Jim Ruane introduced Roger Alfaro, Partner with Vavrinek, Trine, Day & Co., who presented an overview of the audit process.

Stephen Wontrobski, Mission Viejo resident supported the appointment of a new financial auditing firm, and restated his past requests to review the prior auditor's work papers.

On motion of Director Murray and second by Director Hasselbrink, the Budget and Finance Committee Meeting voted unanimously by those present to receive and file the report.

**B. Rosenow Spevacek Group, Inc. Final Property Tax Revenue Projections (F: 15.10)**

Assistant Chief Lori Zeller introduced Budget Analyst Serene Tang, who presented a PowerPoint presentation on the Final Property Tax Revenue Projections.

Director Tri Ta left at this point (12:40 p.m.).

On motion of Vice Chair Muller and second by Director Hasselbrink, the Budget and Finance Committee voted unanimously by those present to receive and file the report.

Director Ta was absent for the vote.

### **C. Review of the Proposed Fiscal Year 2017/18 Budget (F: 15.04 FY 2017/18)**

Assistant Chief Lori Zeller presented a PowerPoint presentation on the proposed budget.

On motion of Director Murray and second by Director Hasselbrink, the Budget and Finance Committee voted unanimously by those present to direct staff to place the item on the agenda for the Board of Directors meeting of May 25, 2017, with the Budget and Finance Committee's recommendation that the Board of Directors take the following actions:

1. Conduct a Public Hearing
2. Adopt the proposed FY 2017/18 Budget as submitted.
3. Adopt the proposed Resolution entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING AND APPROVING THE APPROPRIATIONS BUDGET FOR THE ORANGE COUNTY FIRE AUTHORITY FOR FISCAL YEAR 2017/18.
4. Approve and authorize the temporary transfer of up to \$42 million from the following Funds to cover a projected temporary cash flow shortfall for FY 2017/18:
  - Fund 123 Fire Stations and Facilities - \$15 million
  - Fund 124 Communications and Information Systems - \$13 million
  - Fund 133 Fire Apparatus - \$14 million
5. Approve and authorize the repayment of \$42 million borrowed funds from Fund 121 to the above Funds along with interest when General Fund revenues become available in FY 2017/18.
6. Approve and authorize a FY 2016/17 budget adjustment to increase net revenues by \$138,450 and appropriations by \$447,113, as further described in this staff report.

Director Ta was absent for the vote.

Chair Sachs turned the meeting over to Vice Chair Muller and left at (1:16 p.m.).

### **REPORTS (F: 12.02B6)**

No items.

### **COMMITTEE MEMBER COMMENTS (F: 12.02B4)**

Director Hernandez provided Mr. Wontrobski clarification concerning auditor's work papers by reading the applicable section of the new auditor's contract that identifies auditor's work papers as the sole property of the auditing firm. He noted that the final "audit" becomes the work product of the OCFA.

Director Murray thanked Assistant Chief Dave Thomas for his service, and wished him well in his retirement. He also thanked Fire Station 43 (Tustin) for the ride-along on its new ladder truck.

Director Hasselbrink thanked Assistant Chief Thomas for his service.

Minutes

OCFA Budget and Finance Meeting

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Director Swift thanked Division Chiefs Randy Black and Ken Cruz for tours of their respective divisions. She also thanked Fire Chief Bowman and Division Chief Dave Steffen for their participation at the groundbreaking for Fire Station 61 (Buena Park).

Fire Chief Jeff Bowman announced the OCFA Annual Open House will be at the Regional Fire Operations and Training Center on Saturday, May 20.

Vice Chair Muller thanked Assistant Chief Dave Thomas for his service.

**ADJOURNMENT** – Vice Chair Muller adjourned the meeting at 1:24 p.m. The next regular meeting of the Budget and Finance Committee is scheduled for Wednesday, June 14, 2017, at 12:00 noon.

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

**Budget and Finance Committee Meeting**  
**June 14, 2017**

**Agenda Item No. 4A**  
**Discussion Calendar**

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**Monthly Investment Reports**

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**Contact(s) for Further Information**

Tricia Jakubiak, Treasurer  
Treasury & Financial Planning

[triciajakubiak@ocfa.org](mailto:triciajakubiak@ocfa.org)

714.573.6301

Jane Wong, Assistant Treasurer

[janewong@ocfa.org](mailto:janewong@ocfa.org)

714.573.6305

**Summary**

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

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of June 22, 2017, with the Budget and Finance Committee's recommendation that the Executive Committee receive and file the reports.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Attached is the final monthly investment report for the month ended April 30, 2017. A preliminary investment report as of May 26, 2017, is also provided as the most complete report that was available at the time this agenda item was prepared.

**Attachment(s)**

Final Investment Report – April 2017/Preliminary Report – May 2017

# *Orange County Fire Authority Monthly Investment Report*



*Final Report – April 2017*

*Preliminary Report – May 2017*



## ***Monthly Investment Report Table of Contents***

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***Orange County Fire Authority***

***Final Investment Report***

***April 30, 2017***





## **EXECUTIVE SUMMARY**

### ***Portfolio Activity & Earnings***

During the month of April 2017, the size of the portfolio increased significantly by \$47.9 million to \$201.3 million. Significant receipts for the month included the sixth apportionment of secured property taxes in the amount of \$73.3 million and various contract and grant payments and charges for current services totaling \$6.8 million. Significant disbursements for the month included two biweekly payrolls which were approximately \$10.6 million each with related benefits and a payment of \$9.8 million to OCERS for additional UAAL (Unfunded Actuarial Accrued Liability) pay-down as approved by the Board at its March 2017 meeting. Total April cash outflows for operating expenditures and the UAAL payment amounted to approximately \$33.8 million. The portfolio's balance is expected to decrease in the following month as there are no major receipts scheduled for May.

In April, the portfolio's yield to maturity (365-day equivalent) jumped by 18 basis points to 0.96% while the effective rate of return rose by 13 basis points to 0.91% for the month and edged up by 3 basis points to 0.68 or the fiscal year-to-date. The average maturity of the portfolio lengthened by 9 days to 144 days to maturity.

### ***Economic News***

The U.S. economy continued to grow modestly in April 2017, but overall activity remained mixed. On the upside, employment conditions rebounded in April after a weak March employment report. There were 211,000 new jobs created in April, a stronger number than expected for the month, and the unemployment rate fell further from 4.5% to 4.4%. Consumer confidence was mixed, though remained at a high level. Retail sales increased, but at a slower pace than expected. Manufacturing activity rose while the non-manufacturing pulled back slightly. The CPI (Consumer Price Index) increased by 0.2%, matching expectations. Both new and existing home sales declined more than expected in April. Industrial production came in better than expected. Durable goods orders also grew, but at a weaker pace than expected. On May 3, 2017, the Federal Open Market Committee met and voted to keep the federal funds rate unchanged at the target range of 0.75% to 1.0%. However, current expectations call for a possible rate increase at the Fed's upcoming meeting in June.



### BENCHMARK COMPARISON AS OF APRIL 30, 2017

3 Month T-Bill: 0.81%

1 Year T-Bill: 1.04%

6 Month T-Bill: 0.95%

LAIF: 0.88%

OCFA Portfolio: 0.91%

### PORTFOLIO SIZE, YIELD, & DURATION

	<u>Current Month</u>	<u>Prior Month</u>	<u>Prior Year</u>
Book Value-	\$201,330,433	\$153,422,308	\$228,589,030
Yield to Maturity (365 day)	0.96%	0.78%	0.56%
Effective Rate of Return	0.91%	0.78%	0.60%
Days to Maturity	144	135	186



ORANGE COUNTY FIRE AUTHORITY  
Portfolio Management  
Portfolio Summary  
April 30, 2017

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

(See Note 1 on page 9)

(See Note 2 on page 9)

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	6,464,965.55	6,464,965.55	6,464,965.55	3.22	1	1	0.001	0.001
Federal Agency Coupon Securities	45,000,000.00	44,914,010.00	44,995,448.58	22.41	997	446	1.454	1.475
Federal Agency Disc. -Amortizing	76,000,000.00	75,828,560.00	75,832,934.86	37.76	129	93	0.796	0.807
Treasury Coupon Securities	9,000,000.00	8,992,980.00	8,998,001.65	4.48	209	198	0.904	0.916
Local Agency Investment Funds	64,524,562.87	64,471,391.47	64,524,562.87	32.13	1	1	0.872	0.884
<b>Investments</b>	<b>200,989,528.42</b>	<b>200,671,907.02</b>	<b>200,815,913.51</b>	<b>100.00%</b>	<b>282</b>	<b>144</b>	<b>0.947</b>	<b>0.960</b>
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations)	352,985.47	352,985.47	352,985.47		1	1	0.000	0.000
Accrued Interest at Purchase		55,951.46	55,951.46					
Subtotal		408,936.93	408,936.93					
<b>Total Cash and Investments</b>	<b>201,342,513.89</b>	<b>201,080,843.95</b>	<b>201,224,850.44</b>		<b>282</b>	<b>144</b>	<b>0.947</b>	<b>0.960</b>

Total Earnings	April 30 Month Ending	Fiscal Year To Date
Current Year	125,597.51	881,493.83
<b>Average Daily Balance</b>	<b>167,065,201.50</b>	<b>156,582,401.03</b>
<b>Effective Rate of Return</b>	<b>0.91%</b>	<b>0.68%</b>

"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, 2017. 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)

\$ 201,224,850.44

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

\$ 105,582.35

Total

\$ 201,330,432.79

# ORANGE COUNTY FIRE AUTHORITY

## Portfolio Management Portfolio Details - Investments

April 30, 2017

(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
<b>Money Mkt Mutual Funds/Cash</b>											
SYS528	528	Federated Treasury Obligations			6,464,965.55	6,464,965.55	6,464,965.55	0.001	0.001	1	
<b>Subtotal and Average</b>			<b>6,995,956.08</b>		<b>6,464,965.55</b>	<b>6,464,965.55</b>	<b>6,464,965.55</b>		<b>0.001</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EFJP3	869	Federal Farm Credit Bank	Callable Anytime	10/15/2015	10,000,000.00	9,967,100.00	10,000,000.00	1.100	1.054	532	10/15/2018
3133EGPD1	921	Federal Farm Credit Bank	Callable 8-1-17	04/20/2017	7,000,000.00	6,943,860.00	6,972,741.58	1.180	2.743	92	08/01/2019
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,988,300.00	9,000,000.00	1.100	1.065	326	03/23/2018
3134GBHT2	922	Fed Home Loan Mtg Corp	Callable 10-25-17	04/25/2017	9,000,000.00	9,011,250.00	9,022,707.00	1.625	1.100	177	10/25/2019
3136G3PX7	908	Fed Natl Mtg Assoc	Callable 6-13-17	12/21/2016	10,000,000.00	10,003,500.00	10,000,000.00	1.750	1.718	956	12/13/2019
<b>Subtotal and Average</b>					<b>45,000,000.00</b>	<b>44,914,010.00</b>	<b>44,995,448.58</b>		<b>1.475</b>	<b>446</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313397LL3	917	Freddie Mac		04/20/2017	9,000,000.00	8,970,750.00	8,971,725.00	0.870	0.897	130	09/08/2017
313397MA6	918	Freddie Mac		04/20/2017	9,000,000.00	8,967,600.00	8,967,960.00	0.890	0.918	144	09/22/2017
313397NE7	919	Freddie Mac		04/20/2017	9,000,000.00	8,960,850.00	8,960,655.00	0.915	0.945	172	10/20/2017
313385FU5	910	Fed Home Loan Bank		01/19/2017	9,000,000.00	8,996,670.00	8,997,615.00	0.530	0.546	18	05/19/2017
313385FD3	911	Fed Home Loan Bank		02/15/2017	5,000,000.00	4,999,700.00	4,999,777.08	0.535	0.551	3	05/04/2017
313397GY1	912	Fed Home Loan Bank		03/09/2017	7,000,000.00	6,992,930.00	6,993,381.11	0.740	0.762	46	06/16/2017
313385HN9	913	Fed Home Loan Bank		03/09/2017	7,000,000.00	6,990,760.00	6,990,666.67	0.800	0.824	60	06/30/2017
313385JS6	914	Fed Home Loan Bank		04/03/2017	9,000,000.00	8,981,550.00	8,982,400.00	0.800	0.825	88	07/28/2017
313385KG0	915	Fed Home Loan Bank		04/20/2017	3,000,000.00	2,992,680.00	2,993,115.00	0.810	0.835	102	08/11/2017
313385KW5	916	Fed Home Loan Bank		04/20/2017	9,000,000.00	8,975,070.00	8,975,640.00	0.840	0.866	116	08/25/2017
<b>Subtotal and Average</b>					<b>76,000,000.00</b>	<b>75,828,560.00</b>	<b>75,832,934.86</b>		<b>0.807</b>	<b>93</b>	
<b>Treasury Coupon Securities</b>											
912828G20	920	Treasury Note		04/20/2017	9,000,000.00	8,992,980.00	8,998,001.65	0.875	0.916	198	11/15/2017
<b>Subtotal and Average</b>					<b>9,000,000.00</b>	<b>8,992,980.00</b>	<b>8,998,001.65</b>		<b>0.916</b>	<b>198</b>	
<b>Treasury Discounts -Amortizing</b>											
<b>Subtotal and Average</b>											
<b>Subtotal and Average</b>			<b>6,332,462.50</b>								
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Investmt Fund			64,524,562.87	64,471,391.47	64,524,562.87	0.884	0.884	1	
<b>Subtotal and Average</b>			<b>64,471,466.57</b>		<b>64,524,562.87</b>	<b>64,471,391.47</b>	<b>64,524,562.87</b>		<b>0.884</b>	<b>1</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**April 30, 2017**

(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			167,065,201.50		200,989,528.42	200,671,907.02	200,815,913.51		0.960	144

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**April 30, 2017**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2016	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2016	332,985.47	332,985.47	332,985.47		0.000	1
<b>Average Balance</b>			<b>0.00</b>	Accrued Interest at Purchase		55,951.46	55,951.46			1
				Subtotal		408,936.93	408,936.93			
<b>Total Cash and Investments</b>			<b>167,065,201.50</b>		<b>201,342,513.89</b>	<b>201,080,843.95</b>	<b>201,224,850.44</b>		<b>0.960</b>	<b>144</b>





**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of May 1, 2017**

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

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	( 05/01/2017 - 05/01/2017 )	4 Maturities	0 Payments	71,342,513.89	35.46%	71,342,513.89	71,289,342.49
Aging Interval: 1 - 30 days	( 05/02/2017 - 05/31/2017 )	2 Maturities	0 Payments	14,000,000.00	6.96%	13,997,392.08	13,996,370.00
Aging Interval: 31 - 60 days	( 06/01/2017 - 06/30/2017 )	2 Maturities	0 Payments	14,000,000.00	6.95%	13,984,047.78	13,983,690.00
Aging Interval: 61 - 91 days	( 07/01/2017 - 07/31/2017 )	1 Maturities	0 Payments	9,000,000.00	4.47%	8,982,400.00	8,981,550.00
Aging Interval: 92 - 121 days	( 08/01/2017 - 08/30/2017 )	2 Maturities	0 Payments	12,000,000.00	5.95%	11,968,755.00	11,967,750.00
Aging Interval: 122 - 152 days	( 08/31/2017 - 09/30/2017 )	2 Maturities	0 Payments	18,000,000.00	8.92%	17,939,685.00	17,938,350.00
Aging Interval: 153 - 183 days	( 10/01/2017 - 10/31/2017 )	1 Maturities	0 Payments	9,000,000.00	4.45%	8,960,655.00	8,960,850.00
Aging Interval: 184 - 274 days	( 11/01/2017 - 01/30/2018 )	1 Maturities	0 Payments	9,000,000.00	4.47%	8,998,001.65	8,992,980.00
Aging Interval: 275 - 365 days	( 01/31/2018 - 05/01/2018 )	1 Maturities	0 Payments	9,000,000.00	4.47%	9,000,000.00	8,988,300.00
Aging Interval: 366 - 1095 days	( 05/02/2018 - 04/30/2020 )	4 Maturities	0 Payments	36,000,000.00	17.89%	35,995,448.58	35,925,710.00
Aging Interval: 1096 days and after	( 05/01/2020 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for		20 Investments	0 Payments		100.00	201,168,898.98	201,024,892.49



**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, 2016 includes an increase of \$39,825 to the LAIF investment and an increase of \$65,757 to the remaining investments.
- Note 4: The Federated Treasury Obligations money market mutual fund functions as the Authority's sweep account. Funds are transferred to and from the sweep account to/from OCFA's checking account in order to maintain a target balance of \$1,000,000 in checking. Since this transfer occurs at the beginning of each banking day, the checking account sometimes reflects a negative balance at the close of the banking day. The negative closing balance is not considered an overdraft since funds are available in the money market mutual fund. The purpose of the sweep arrangement is to provide sufficient liquidity to cover outstanding checks, yet allow that liquidity to be invested while payment of the outstanding checks is pending.





## ***Local Agency Investment Fund (LAIF)***

As of April 30, 2017, OCFA has \$64,524,563 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, 2017 is 0.999175951. When applied to OCFA's LAIF investment, the fair value is \$64,471,391 or (\$53,172) below cost. Although the fair value of the LAIF investment is lower than cost, OCFA can withdraw the actual amount invested at any time.

LAIF is included in the State Treasurer's Pooled Money Investment Account (PMIA) for investment purposes. The PMIA market valuation at April 30, 2017 is included on the following page.



Fair Value Including Accrued Interest	\$ 75,921,969,077.14
---------------------------------------	----------------------

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JOHN CHIANG  
TREASURER  
STATE OF CALIFORNIA

May 25, 2017

RE: LAIF Deposits Are Not Borrowable

As the Treasurer of the State of California, it is my duty as California's chief fiscal officer to do all that I can to protect and preserve the financial integrity of this state. I recently partnered with Governor Brown and the Department of Finance on a Pension Stabilization proposal in the Governor's Budget that I believe presents a unique opportunity to reduce the state's pension obligations in a fiscally responsible way.

As the State Treasurer, I am also the steward of State and Local Government money. As such, I want to assure the Local Agency Investment Fund (LAIF) participants that their money invested with LAIF will not be impacted by this recent proposal. While LAIF funds are commingled in the Pooled Money Investment Account (PMIA), the LAIF funds are segregated from the other state funds including the Surplus Money Investment Fund (SMIF). I also want to emphasize that LAIF funds are not borrowable. Those funds were yours before they were deposited in LAIF, they remain yours while on deposit, and they will be returned directly to you upon demand.

I or my staff will be available to answer any questions concerning this recent Pension Stabilization proposal or any other issues you may have regarding the safety of your LAIF funds. If you have a question or concern, please contact the professionals in my Investment Division and LAIF.

Sincerely,



JOHN CHIANG  
California State Treasurer



***Orange County Fire Authority***

***Preliminary Investment Report***

***May 26, 2017***



**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Summary**  
**May 26, 2017**

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

		(See Note 1 on page 18)	(See Note 2 on page 18)					
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C 360 Equiv.	YTM/C 365 Equiv.
Money Mkt Mutual Funds/Cash	9,581,706.70	9,581,706.70	9,581,706.70	5.04	1	1	0.001	0.001
Federal Agency Coupon Securities	45,000,000.00	44,909,380.00	44,999,930.24	23.69	997	420	1.455	1.475
Federal Agency Disc. -Amortizing	62,000,000.00	61,865,430.00	61,873,130.83	32.57	134	85	0.854	0.866
Treasury Coupon Securities	9,000,000.00	8,990,550.00	8,998,264.06	4.74	209	172	0.904	0.916
Local Agency Investment Funds	64,524,562.87	64,471,391.47	64,524,562.87	33.96	1	1	0.872	0.884
	190,106,269.57	189,818,458.17	189,977,594.70	100.00%	290	136	0.962	0.975
Investments								
Cash and Accrued Interest	(See Note 4 on page 18)							
Passbook/Checking (not included in yield calculations)	-188,607.97	-188,607.97	-188,607.97		0	0	0.000	0.000
Accrued Interest at Purchase		22,015.00	22,015.00					
Subtotal		-166,592.97	-166,592.97					
Total Cash and Investments	189,917,661.60	189,651,865.20	189,811,001.73		290	136	0.962	0.975

Total Earnings	May 26 Month Ending	Fiscal Year To Date
Current Year	135,448.89	1,016,942.72
<b>Average Daily Balance</b>	<b>192,422,844.91</b>	<b>159,403,733.74</b>
<b>Effective Rate of Return</b>	<b>0.99%</b>	<b>0.71%</b>

"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, 2017. 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

\$ 189,811,001.73

\$ 105,582.35

\$ 189,916,584.08

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 26, 2017**

(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
<b>Money Mkt Mutual Funds/Cash</b>											
(See Note 4 on page 18)											
SYS528	528	Federated Treasury Obligations			9,581,706.70	9,581,706.70	9,581,706.70	0.001	0.001	1	
<b>Subtotal and Average</b>			<b>5,240,404.87</b>		<b>9,581,706.70</b>	<b>9,581,706.70</b>	<b>9,581,706.70</b>		<b>0.001</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>											
3133EFJP3	869	Federal Farm Credit Bank	Callable Anytime	10/15/2015	10,000,000.00	9,963,600.00	10,000,000.00	1.100	1.054	506	10/15/2018
3133EGPD1	921	Federal Farm Credit Bank	Callable 8-1-17	04/20/2017	7,000,000.00	6,949,180.00	6,980,616.24	1.180	2.743	66	08/01/2019
3134G7FK2	863	Fed Home Loan Mtg Corp		06/30/2015	9,000,000.00	8,985,150.00	9,000,000.00	1.100	1.065	300	03/23/2018
3134GBHT2	922	Fed Home Loan Mtg Corp	Callable 10-25-17	04/25/2017	9,000,000.00	9,010,350.00	9,019,314.00	1.625	1.100	151	10/25/2019
3136G3PX7	908	Fed Natl Mortg Assoc	Callable 6-13-17	12/21/2016	10,000,000.00	10,001,100.00	10,000,000.00	1.750	1.718	930	12/13/2019
<b>Subtotal and Average</b>					<b>44,997,775.60</b>	<b>45,000,000.00</b>	<b>44,999,930.24</b>		<b>1.475</b>	<b>420</b>	
<b>Federal Agency Disc. -Amortizing</b>											
313397LL3	917	Freddie Mac		04/20/2017	9,000,000.00	8,975,520.00	8,977,380.00	0.870	0.897	104	09/08/2017
313397MA6	918	Freddie Mac		04/20/2017	9,000,000.00	8,972,100.00	8,973,745.00	0.890	0.918	118	09/22/2017
313397NE7	919	Freddie Mac		04/20/2017	9,000,000.00	8,964,630.00	8,966,602.50	0.915	0.945	146	10/20/2017
313397GY1	912	Fed Home Loan Bank		03/09/2017	7,000,000.00	6,997,340.00	6,997,122.22	0.740	0.762	20	06/16/2017
313385HN9	913	Fed Home Loan Bank		03/09/2017	7,000,000.00	6,995,170.00	6,994,711.11	0.800	0.824	34	06/30/2017
313385JS6	914	Fed Home Loan Bank		04/03/2017	9,000,000.00	8,986,590.00	8,987,600.00	0.800	0.825	62	07/28/2017
313385KG0	915	Fed Home Loan Bank		04/20/2017	3,000,000.00	2,994,330.00	2,994,870.00	0.810	0.835	76	08/11/2017
313385KW5	916	Fed Home Loan Bank		04/20/2017	9,000,000.00	8,979,750.00	8,981,100.00	0.840	0.866	90	08/25/2017
<b>Subtotal and Average</b>					<b>68,661,963.67</b>	<b>62,000,000.00</b>	<b>61,865,430.00</b>		<b>0.866</b>	<b>85</b>	
<b>Treasury Coupon Securities</b>											
912828G20	920	Treasury Note		04/20/2017	9,000,000.00	8,990,550.00	8,998,264.06	0.875	0.916	172	11/15/2017
<b>Subtotal and Average</b>					<b>8,998,137.90</b>	<b>9,000,000.00</b>	<b>8,998,264.06</b>		<b>0.916</b>	<b>172</b>	
<b>Local Agency Investment Funds</b>											
SYS336	336	Local Agency Investmt Fund			64,524,562.87	64,471,391.47	64,524,562.87	0.884	0.884	1	
<b>Subtotal and Average</b>					<b>64,524,562.87</b>	<b>64,471,391.47</b>	<b>64,524,562.87</b>		<b>0.884</b>	<b>1</b>	
<b>Total and Average</b>					<b>192,422,844.91</b>	<b>190,106,269.57</b>	<b>189,977,694.70</b>		<b>0.975</b>	<b>136</b>	

**ORANGE COUNTY FIRE AUTHORITY**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**May 26, 2017**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM/C 365	Days to Maturity
<b>Money Mkt Mutual Funds/Cash</b>										
SYS10033	10033	Revolving Fund		07/01/2016	20,000.00	20,000.00	20,000.00		0.000	1
SYS4	4	Union Bank		07/01/2016	-208,607.97	-208,607.97	-208,607.97	(See Note 4 on page 18)	0.000	1
<b>Average Balance</b>			<b>0.00</b>	Accrued Interest at Purchase		22,015.00	22,015.00			
				Subtotal		-166,592.97	-166,592.97			<b>0</b>
<b>Total Cash and Investments</b>			<b>192,422,844.91</b>			<b>189,917,661.60</b>	<b>189,651,865.20</b>	<b>189,811,001.73</b>	<b>0.975</b>	<b>136</b>



**ORANGE COUNTY FIRE AUTHORITY**  
**Aging Report**  
**By Maturity Date**  
**As of May 27, 2017**

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

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	( 05/27/2017 - 05/27/2017 )	4 Maturities	0 Payments	73,917,661.60	38.95%	73,917,661.60	73,864,490.20
Aging Interval:	1 - 30 days	( 05/28/2017 - 06/26/2017 )	1 Maturities	0 Payments	7,000,000.00	3.69%	6,997,122.22	6,997,340.00
Aging Interval:	31 - 60 days	( 06/27/2017 - 07/26/2017 )	1 Maturities	0 Payments	7,000,000.00	3.69%	6,994,711.11	6,995,170.00
Aging Interval:	61 - 91 days	( 07/27/2017 - 08/26/2017 )	3 Maturities	0 Payments	21,000,000.00	11.05%	20,963,570.00	20,960,670.00
Aging Interval:	92 - 121 days	( 08/27/2017 - 09/25/2017 )	2 Maturities	0 Payments	18,000,000.00	9.46%	17,951,125.00	17,947,620.00
Aging Interval:	122 - 152 days	( 09/26/2017 - 10/26/2017 )	1 Maturities	0 Payments	9,000,000.00	4.72%	8,966,602.50	8,964,630.00
Aging Interval:	153 - 183 days	( 10/27/2017 - 11/26/2017 )	1 Maturities	0 Payments	9,000,000.00	4.74%	8,998,264.06	8,990,550.00
Aging Interval:	184 - 274 days	( 11/27/2017 - 02/25/2018 )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Aging Interval:	275 - 365 days	( 02/26/2018 - 05/27/2018 )	1 Maturities	0 Payments	9,000,000.00	4.74%	9,000,000.00	8,985,150.00
Aging Interval:	366 - 1095 days	( 05/28/2018 - 05/26/2020 )	4 Maturities	0 Payments	36,000,000.00	18.97%	35,999,930.24	35,924,230.00
Aging Interval:	1096 days and after	( 05/27/2020 - )	0 Maturities	0 Payments	0.00	0.00%	0.00	0.00
Total for			18 Investments	0 Payments		100.00	189,788,986.73	189,629,850.20





**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, 2016 includes an increase of \$39,825 to the LAIF investment and an increase of \$65,757 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**

**Budget and Finance Committee Meeting**  
**June 14, 2017**

**Agenda Item No. 4B**  
**Discussion Calendar**

**Community Risk Reduction Fee Study and Adoption of Associated Fee Schedules**

**Contact(s) for Further Information**

Lori Smith, Assistant Chief/Fire Marshal Community Risk Reduction Department	<a href="mailto:lorismith@ocfa.org">lorismith@ocfa.org</a>	714.573.6016
Lori Zeller, Assistant Chief Business Services Department	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Jim Ruane, Finance Manager	<a href="mailto:jimruane@ocfa.org">jimruane@ocfa.org</a>	714.573.6304

**Summary**

This agenda item is submitted for approval of the proposed Community Risk Reduction and Miscellaneous Fees.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of July 27, 2017, with the Budget and Finance Committee's recommendation that the Board of Directors take the following actions:

1. Conduct a Public Hearing.
2. Find that, in accordance with California Government Code Section 66014, the proposed fees do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are, therefore, exempt from compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21080.
3. Approve and adopt Resolution entitled A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY SUPERSEDING ALL PREVIOUS RESOLUTIONS AND APPROVING CHANGES IN COMMUNITY RISK REDUCTION (FORMERLY FIRE PREVENTION) AND MISCELLANEOUS FEES approving changes in Community Risk Reduction and Miscellaneous fees and effective date.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

The proposed fee schedule (including the exemptions policy) is estimated to result in an approximate \$456,531 increase in Fiscal Year 2017/18 cost recovery from the current FY 2017/18 projection of \$6.29 million, depending upon volume of activity.

**Background**

See extended background.

**Attachment(s)**

1. Revenue & Cost Specialists' Opinion Letter
2. Proposed Resolution
  - a. Proposed Exemptions and Exceptions Policy
  - b. Proposed Fee Schedule (with comparisons)
  - c. Proposed Miscellaneous Fee Schedule
3. Proposed Fee Schedule – Final version (for publication without comparisons)
4. Detailed analysis schedules from the 2017 Fee Study (On file at the Office of the Clerk of the Authority)

## **Background**

Fee-related Community Risk Reduction (CRR) activities, which are generally completed by the OCFA staff in the Planning and Development Services Section (P&D), the Prevention Field Services (PFS), and the Operations Department, include the following:

- Plan reviews and inspections for initial construction or improvement of facilities
- Issuance of operating and special event permits as required by the Fire Code

The OCFA's Community Risk Reduction fees were first adopted by the County effective July 1, 1991, and were subsequently updated in 1997, 2002, 2007, 2012, 2014, and 2015. As a result of direction from the OCFA Board of Directors in 1996 to pursue action to establish new cost recovery methods, staff conducted a more comprehensive study in 2002, and the Board subsequently adopted a policy of full cost recovery, with certain exceptions, for fee funded Community Risk Reduction services. The last comprehensive fee study occurred in 2015, and the changes, with the exception of the hourly rate, were implemented on September 28, 2015.

### ***2017 Community Risk Reduction Fee Study***

OCFA staff worked with our fee consultant from Revenue & Cost Specialists (RCS) to conduct the fee study and identify the costs associated with the services provided. Attachment 1 is a letter from RCS summarizing the activities performed by RCS, confirming that the methodology utilized for the fee study was reasonable, consistent with the State constitution, and confirming that the proposed fees do not exceed the cost of providing services.

### ***Summary of Results***

Staff anticipates that the proposed changes in fees will increase cost recovery by approximately **\$456,531** annually. The estimated changes are summarized in the table below:

<b><u>Cost Recovery by Section</u></b>	<b><u>FY 2017/18 Proposed, Based on Fee Study</u></b>	<b><u>FY 2017/18 Adopted Revenue</u></b>	<b><u>\$ Increase (Decrease)</u></b>	<b><u>% Increase (Decrease)</u></b>
Planning & Development	\$5,004,412	\$4,036,602	\$967,810	23.98%
Prevention Field Services	<u>\$1,742,323</u>	<u>\$2,253,602</u>	<u>(\$511,279)</u>	<u>(22.68%)</u>
Total CRR Cost Recovery	<u>\$6,746,735</u>	<u>\$6,290,204</u>	<u>\$456,531</u>	<u>7.26%</u>

The increase in Planning and Development fees is a reflection on the continued growth in housing development activities in Orange County. For prevention field services, the decrease is due to the ongoing focus on providing education and assistance to the public on fire and building code inquiries and performing non-permitted inspections in areas that are identified as a potential of high fire risk. More detail explanations on the changes in revenue projections are provided later in this report.

**Planning and Development Cost Recovery Levels**

	<b><u>Costs</u></b>	<b><u>% of Total Costs</u></b>
Fee Funded Activities	\$5,076,769	92.66%
Less Exemptions	<u>(\$72,357)</u>	<u>(1.32%)</u>
<i>Total Net Fee Funded Activities</i>	\$5,004,412	91.34%
<i>Non Fee Funded Activities</i>		
1. Two Dedicated Community Risk Reduction Positions These positions were included as part of the Service Level Agreement with the City of Irvine to enhance service levels in response to high volume of activity.	\$323,529	5.90%
2. Fire Prevention Analyst (FPA) position working at Santa Ana This FPA position provides Planning and Development customer support at the City of Santa Ana for 16 hours a week. The cost is reimbursed by the City per contract.	<u>\$78,634</u>	<u>1.44%</u>
<b>Total Costs</b>	<b><u>\$5,478,932</u></b>	<b><u>100.00%</u></b>

**Prevention Field Services Cost Recovery Levels**

	<b><u>Costs</u></b>	<b><u>% of Total Costs</u></b>
Fee Funded Activities	\$2,007,097	44.50%
Exemptions	<u>(\$264,774)</u>	<u>(5.87%)</u>
<i>Total Net Fee Funded Activities</i>	\$1,742,323	38.63%
<i>Non Fee Funded Activities</i>		
1. Malfunctioning Alarms This program is to improve community safety by requiring business and property owners to maintain their fire alarm systems and repair systems that are not functioning properly. The annual efforts include monitoring multiple false alarm incidents at any given location and working with the owner to render systems functional.	\$103,867	2.30%
2. Customer Inquiries This activity includes responding to Fire and Building Code inquiries in residential and commercial occupancies, and responding to questions concerning California Fire and Building Code requirements for businesses. Examples included City, engine company, and other agency referrals; complaints; false alarm follow up, and city project collaboration.	\$655,746	14.54%
3. Station Liaison The Liaison Program is designed to enhance communication and provide an environment for open and collaborative relationships between CRR and Operations by providing Operations with area-wide training and support.	\$166,186	3.68%
4. Property Public Records Act Request This program is a State mandate that requires facilitating public records requests as they pertain to property.	\$28,707	0.64%



5. Operations' Referrals	\$290,829	6.45%
This activity provides annual inspection assistance to Operations, including assisting with complex inspections and/or accepting referrals due to the complex nature of the inspection and resulting compliance.		
6. Collaborations/Partner with cities building industry	\$373,920	8.29%
This activity is focused on our relationships with the communities we serve. The efforts include collaborative inspections, task force assistance, project meetings, development meetings, and program development.		
7. Hoarding Task Force	\$13,850	0.31%
This activity focuses on reported hoarding situations throughout the communities that we serve. The efforts are focused on working with the Orange County Hoarding Task Force, providing inspections to identify dangerous fire and life safety hazards to the tenant or property as they pertain to hoarding conditions. These cases are generally referred through our City's code enforcement or through Operations emergency calls.		
8. Non-Permitted Inspections	<u>\$870,052</u>	<u>19.29%</u>
This activity is the same as permitted inspection activity, except that no operational permit is required by code. These are generally selected inspections throughout our communities that have been identified as having potential for high risk fire and life safety loss. Examples included mandated residential inspections (three units or more, apartments, condos, townhomes, and etc.); vacant buildings; "campus" inspections (multiple buildings at a single site that may or may not have permits)		
<b><i>Subtotal of Non-Fee Funded Activities</i></b>	<u><b>\$2,503,157</b></u>	<u><b>55.50%</b></u>
<b>Total Costs</b>	<u><b>\$4,510,254</b></u>	<u><b>100.00%</b></u>

### ***Planning & Development Services Fees***

Overall fees decreased by **4.78%**. 174 P&D fees are included in the fee schedule (Attachment 2B), with highlights as follows:

1. Number of fee increases – 21 with an average increase amount of \$103 or 19%
2. Number of fee decreases – 116 with an average decrease amount of \$91 or 10%
3. Number of fees exempt or hourly charges – 22
4. Number of flat fees converted to hourly fees - 2
5. Number of new fees – 8
6. Number of fees deleted – 4

### ***Prevention Field Services Fees***

Overall fees decreased by **1.76%**. 135 PFS fees related to permit issuance are included in the fee schedule, (Attachment 2B) with highlights as follows:

1. Number of fee increases – 10 with an average increase amount of \$45 or 30%
2. Number of fee decreases – 44 with an average decrease amount of \$13 or 6%
3. Number of fees unchanged - 49
4. Number of hourly rate fees – 26
5. Number of new fees – 2
6. Number of fees deleted – 6

### ***Miscellaneous Fees***

The Miscellaneous Fees Schedule (Attachment 2C) reflects the current allowable cost consistent with the Government Code. These fees are charged when staff responds to a Public Records Request that requires specialized information or reports and/or copies of existing documents.

### ***Why did the fees change?***

The changes to the various fees are attributable to the following:

### ***Overall:***

#### ***Indirect Cost Rate Proposal (ICRP)/Overhead Rate***

The OCFA indirect cost rate or overhead rate was calculated based on the Federal Office of Management and Budget guidelines used for grants and Assist-by-Hire claims with modifications. The updated ICRP rate is 13.80% which is a 0.09% decrease from the 2015 Fee Study rate of 13.89%. The decrease was due to a combination of reclassifying the entire GIS/Mapping Section's cost as direct cost (which reduces the indirect cost rate) and some of the saving was offset by salaries and employee benefits increases per labor contracts.

### ***Programs:***

#### ***Planning and Development Services***

OCFA has seen continued growth in the building industry and the demands for Planning and Development activities are a direct reflection of the rising market. The Planning and Development workload volume increased from approximately 12,100 to 15,550. To address the increased workload, OCFA has filled or is in the process of filling some of the previously frozen positions.

#### ***Prevention Field Services***

Our data collection continues to improve with this Fee Study and incorporates the Department's efforts in focusing on high risk facilities and reducing life/property loss. The non-fee funded programs are better defined than in the prior fee study and now include staff time estimates along with administrative and supervisory time allocations.

### ***New Fees***

Included in the proposed fee schedule are the following new fees:

1. PR121 Conceptual fuel modification - Single Family Dwelling (Plan Review ONLY)
2. PR125 Precise fuel modification – Single Family Dwelling
3. PR125i Precise fuel modification – Single Family Dwelling (Inspection ONLY)
4. PR147 Fire protection plan – "Add-on" 7A to large "Parent" Fire Protection Plan (Plan Review ONLY)
5. PR268i R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building (Inspection ONLY)
6. PR272i R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building (Inspection ONLY)
7. PR355i Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals (Inspection ONLY)
8. PR390 Emergency Responder Radio System (FOR INTERNAL TRACKING PURPOSE)

9. AM2 Open and Covered Malls - Issuance/Reissuance
10. M103 Mid Rise Facility 55 - 74 Feet

***Outreach Activities:***

Orange County Building Industry Association (OCBIA) and Commercial Real Estate Development Association, known as NAIOP SoCal Chapter, were given preliminary notice of the fee study project prior to March 31, 2017. Staff has also met with representatives from both associations and provided the fee study preliminary results. Any OCBIA or NAIOP comments and input received will be shared verbally at the Budget and Finance Committee meeting.

*Serving Local Governments Since 1975*

May 16, 2017

Mr. Jim Ruane, Finance Manager/Auditor  
Orange County Fire Authority  
1 Fire Authority Road  
Irvine, CA 92602

Jim,

Per our contract with the Orange County Fire Authority to review the Authority's fee costing process and the resulting proposed fees, I have completed the following steps:

- Reviewed the costing methodology and model.
- Reviewed the overhead calculations.
- Reviewed the time detail and resulting costs for every proposed fee service. This step in the process included meeting or talking with various staff members who were involved in the process. For those services that I had specific questions, we identified the steps involved so that I could better understand what was included in the time allocations and why there were changes from the previous year's review.
- Reviewed a sample of proposed fees which have significant increases or decreases for reasonableness.

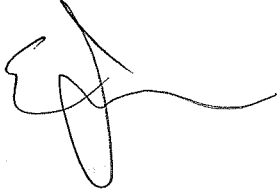
During the above review process, staff discussed how the time allocations were calculated. For Planning & Development, they have continued to refine the historical time log data, so that the average service time becomes increasingly reliable. Staff reviewed this data to insure that there weren't any anomalies that can result from small sample sizes. Also, based on feedback from review of the data, staff broke out many services into "Plan Check Only" and "Inspection Only" services. This resulted in many fee reductions as the Inspection costs were separated from the Plan Review costs. Therefore, I feel as comfortable as I ever have that the resulting time allocations, cost details, and fee recommendations are reasonable reflections of what is involved in providing these services to the Authority's customers and do not exceed the costs reasonably borne as defined in Article XIII B of the State Constitution. This is due to the importance placed by staff on time-keeping and more in depth review on the time data.

For Prevention Field Services there are minimal changes, which is also due to continuously refining and analyzing the time data logs.

Both divisions, and the department as a whole, should take pride in the effort to track and equitably recover their costs. In my experience, very few, if any, fire agencies are this far along in their use of actual time data to manage their Prevention operations.

I would like to thank staff for their help in this review.

Respectfully submitted,

A handwritten signature in black ink, consisting of a stylized 'E' followed by a long horizontal flourish.

Eric Johnson  
Vice President

**RESOLUTION NO. 2017-XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE  
COUNTY FIRE AUTHORITY SUPERSEDING ALL PREVIOUS RESOLUTIONS  
AND APPROVING CHANGES IN COMMUNITY RISK REDUCTION  
(FORMERLY FIRE PREVENTION) AND MISCELLANEOUS FEES**

*WHEREAS*, the Joint Powers Agreement establishing the Orange County Fire Authority authorizes the Authority to levy and collect fees for services; and

*WHEREAS*, a 2017 study has been recently completed to update the cost of each individual Community Risk Reduction service provided by the Orange County Fire Authority; and

*WHEREAS*, the Board of Directors finds that in accordance with California Government Code Section 66014, the proposed Community Risk Reduction (formerly Fire Prevention) fees do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are; therefore, exempt from compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21080; and

*NOW THEREFORE, BE IT RESOLVED* that the Board of Directors of the Orange County Fire Authority does hereby adopt the Exemption Policy and approve the fees set forth in Attachment 1A, 1B, and 1C attached hereto, effective no later than September 29, 2017.

*BE IT FURTHER RESOLVED* that said Community Risk Reduction Fees and Charges Schedules shall be adjusted July 1 of each succeeding year unless a comprehensive fee study is scheduled to be conducted. The fee adjustments will be the same as the percentage adjustments in the Authority salary and employee benefits provided for in the Memoranda of Understanding for the General and Supervisory Units. The adjustments will not exceed the cost of providing these services.

*PASSED, APPROVED, AND ADOPTED* this 27<sup>th</sup> day of July 2017.

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ELIZABETH SWIFT, CHAIR  
Board of Directors

ATTEST:

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

ORANGE COUNTY FIRE AUTHORITY  
EXEMPTIONS AND EXCEPTIONS POLICY  
COMMUNITY RISK REDUCTION  
Effective July 27, 2017

The following activities and/or entities shall be exempt from fees charged for Community Risk Reduction services on the attached fee schedules:

1. Facilities owned and operated by OCFA Partner Agencies (including the County of Orange) and funded from the Partner Authority's general fund. Enterprise funded departments of Partner Agencies (such as Orange County Integrated Waste Management) are not exempt.
2. Day-care facilities owned and operated by public schools and unified school districts.
3. Official Services to include all plan checking, fire permits, and inspection activities at public schools, unified school districts, community colleges and universities whose policy-making body is subject to the Brown Act. Special events funded by an entity other than the policy-making body, false alarms, and additional services not described herein are subject to fees.
4. Construction of unenclosed accessory structure within a wildland interface area (e.g. patio cover, fire pit, gazebo, etc.)
5. Automotive Compressed Natural Gas refueling stations installed within a residential structure. (added in 2008)
6. Fire false alarm response at single-family homes.
7. Projects and activities related to the Orange County Fire Authority Nonprofit Foundation.
8. Businesses storing propane in quantities less than or equal to 125 gallons.

The Fire Marshal, or designee, may exempt any Community Risk Reduction fee when, in the opinion of the Fire Marshal (or designee), the fee is determined to be a minimal risk to the community or environment and a single issuance permit or penalty. The request must be submitted and approved in writing.

**ORANGE COUNTY FIRE AUTHORITY**  
**PROPOSED FEE SCHEDULE**  
**PLANNING AND DEVELOPMENT SERVICES**  
Effective Date - no later than September 29, 2017

Attachment 2B

Fee Code	Service Name	2017/18 Anticipated Annual Volume	2015-16 Adopted Fee	2017-18 Proposed Fee (a)	\$ Change	% Change
PR100	California Environmental Quality Act (CEQA), Environmental Impact Report (EIR), Notice of Preparation (NOP), and Advance Planning	1	\$417	\$387	(\$30)	-7.22%
PR104	Small Project CUP - Single Family Residence, Commercial Remodel, New Commercial Building without on-site access	31	\$175	\$244	\$69	39.17%
PR105	Development Plan/Site Review	215	\$417	\$387	(\$30)	-7.22%
PR110	Map review (A map) -- tentative tract map/screen check	43	\$417	\$387	(\$30)	-7.22%
PR115	Final map review (B Map) and/or clearance letter for print of linen	50	\$241	\$244	\$3	1.21%
PR120	Conceptual fuel modification - Multi-Dwelling or Commercial Area (Plan Review ONLY)	30	\$951	\$1,044	\$93	9.76%
PR121	Conceptual fuel modification - Single Family Dwelling (Plan Review ONLY)	1	N/A	\$691	N/A	N/A
PR124	Precise fuel modification (includes vegetation clearance inspection for lumber drop, final, and HOA turnover inspections)	35	\$990	\$1,116	\$126	12.70%
PR124i	Precise fuel modification – INSP ONLY	1	\$384	\$328	(\$56)	-14.51%
PR125	Precise fuel modification – Single Family Dwelling	10	N/A	\$743	N/A	N/A
PR125i	Precise fuel modification – Single Family Dwelling INSP ONLY	1	N/A	\$328	N/A	N/A
PR127i	Fuel Modification Maintenance Inspection -Customer requested or complaint initiated for Tract Development	1	\$848	\$725	(\$123)	-14.51%
PR145	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates across emergency access drives	258	\$707	\$668	(\$39)	-5.50%
PR145i	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates - INSP ONLY	39	\$229	\$225	(\$4)	-1.92%
PR146	Fire protection plan – an alternative to CBC Chapter 7A construction requirements for development in a fire hazard severity zone (Plan Review ONLY)	58	\$667	\$444	(\$223)	-33.39%
PR147	Fire protection plan – "Add-on" 7A to large "Parent" Fire Protection Plan (Plan Review ONLY)	1	N/A	\$207	N/A	N/A
PR150	Fire master plan – public school	70	Exempt	Exempt	N/A	N/A
PR155	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete. INSP	28	\$435	\$414	(\$21)	-4.86%
PR155i	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete. INSP	1	\$194	\$190	(\$4)	-1.92%
PR160	Residential site review for single family dwelling consisting of one or two units (Plan Review ONLY)	162	\$511	\$374	(\$137)	-26.80%
PR160i	Residential site review for single family dwelling – INSP ONLY	1	\$106	\$104	(\$2)	-1.92%
PR172	Methane testing, findings, & recommendations (Currently included with the Methane work plan)	26	\$460	\$427	(\$33)	-7.22%
PR174	Methane mitigation plan	3	\$386	\$488	\$102	26.47%
PR180	Vehicle or pedestrian gates across emergency access roads	32	\$430	\$406	(\$25)	-5.70%
PR180i	Vehicle or pedestrian gates across emergency access roads- INSP ONLY	1	\$123	\$121	(\$2)	-1.92%
PR182	Unenclosed accessory structure/outdoor fire place/fire pit in special fire areas. Inspection not required	162	Exempt	Exempt	N/A	N/A
PR184	Speed hump review and drive test	9	\$979	\$919	(\$59)	-6.08%
PR186	Operations pre-planning automation. Fee waived if criteria on handout are satisfied	1	\$727	\$622	(\$106)	-14.51%
PR192	Addressing Layout Developments - Commercial/Residential	1	Hourly Rate	Hourly Rate	N/A	N/A
PR200	All A Occupancy > 10,000 square feet aggregate	43	\$1,914	\$1,635	(\$279)	-14.55%
PR200i	All A Occupancy > 10,000 square feet aggregate INSP ONLY	1	\$423	\$415	(\$8)	-1.92%
PR204	All A Occupancy ≤ 10,000 square feet aggregate area)	263	\$1,353	\$1,066	(\$287)	-21.22%
PR204i	All A Occupancy ≤ 10,000 square feet aggregate area) INSP ONLY	1	\$475	\$466	(\$9)	-1.92%
PR208	All A ≤ 1500 square feet	76	\$1,001	\$747	(\$254)	-25.37%
PR208i	All A ≤ 1500 sq. ft. INSP ONLY	1	\$387	\$259	(\$128)	-33.12%
PR212	Educational other than day care (Plan Review ONLY)	9	\$1,212	\$732	(\$480)	-39.57%
PR212i	Educational other than day care - INSP ONLY	1	\$423	\$415	(\$8)	-1.92%
PR216	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) aggregate (Plan Review ONLY)	1	\$790	\$488	(\$302)	-38.23%
PR216i	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) INSP ONLY	1	\$264	\$259	(\$5)	-1.92%
PR220	E Day Care or I-4 (see PR212 for any combination of E occupancies sharing common egress) (Plan Review ONLY)	11	\$1,089	\$732	(\$356)	-32.73%
PR220i	E Day Care or I-4 - INSP ONLY	1	\$299	\$294	(\$6)	-1.92%
PR224	B,F,M,S occupancies when required by Building Official (Plan Review ONLY)	10	\$1,247	\$488	(\$759)	-60.85%
PR224i	B,F,M,S occupancies - INSP ONLY	1	\$458	\$311	(\$147)	-32.10%
PR232	H1, H2, H3, H4 or L Occupancy - Chemical classification fee (PR320-PR328) also required	2	\$1,909	\$1,408	(\$501)	-26.24%
PR232i	H1, H2, H3, H4, or L Occupancy Chemical classification fee (PR320-PR328) INSP ONLY	1	\$440	\$432	(\$8)	-1.92%
PR236	S1 - Motor Vehicle Repair Garages (Chem class fee included for above ground hazardous materials)	1	\$1,028	\$973	(\$55)	-5.31%
PR236i	S1 - Motor Vehicle Repair Garages INSP ONLY	1	\$370	\$363	(\$7)	-1.92%
PR240	S1 -Aircraft Repair Hanger (Chem class fee, (PR320-PR328) also required)	1	Hourly Rate	Hourly Rate	N/A	N/A
PR240i	S1 -Aircraft Repair Hanger INSP ONLY	1	Hourly Rate	Hourly Rate	N/A	N/A
PR244	H5 Occupancy (Chem class fee (PR320-PR328), also required) (Plan Review ONLY)	1	Hourly Rate	Hourly Rate	N/A	N/A
PR244i	H5 Occupancy INSP ONLY	1	Hourly Rate	Hourly Rate	N/A	N/A
PR248	Structures with non-ambulatory or incapacitated occupants (I-1, I-2, I-2.1, R-2.1 occupancies)	1	Hourly Rate	Hourly Rate	N/A	N/A
PR248i	Structures with non-ambulatory or incapacitated occupants. (I-1, I-2, I-2.1, R-2.1 occupancies) INSP ONLY	1	Hourly Rate	Hourly Rate	N/A	N/A
PR256	I3: Structures with restrained occupants, 3 cells or less	1	\$628	\$594	(\$34)	-5.44%
PR256i	I3: Structures with restrained occupants, 3 cells or less - INSP ONLY	1	\$211	\$207	(\$4)	-1.92%
PR260	I3: Structures with restrained occupants, more than 3 cells	1	\$2,831	\$2,664	(\$167)	-5.90%
PR260i	I3: Structures with restrained occupants, more than 3 cells INSP ONLY	1	\$704	\$691	(\$13)	-1.92%
PR264	R1 or R2 Hotels, motels, apartments, condominiums with ≤ 50 dwelling units per building	10	\$485	\$415	(\$70)	-14.51%
PR268	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building.	9	\$921	\$1,165	\$244	26.53%
PR268i	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building INSP ONLY	1	N/A	\$311	N/A	N/A
PR272	R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building.	11	Hourly Rate	Hourly Rate	N/A	N/A

(a) 2017-18 Hourly Rate = \$202 per hour

Page 1



**ORANGE COUNTY FIRE AUTHORITY**  
**PROPOSED FEE SCHEDULE**  
**PLANNING AND DEVELOPMENT SERVICES**  
Effective Date - no later than September 29, 2017

Attachment 2B

Fee Code	Service Name	2017/18 Anticipated Annual Volume	2015-16 Adopted Fee	2017-18 Proposed Fee (a)	\$ Change	% Change
PR272i	R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building INSP ONLY	1	N/A	\$518	N/A	N/A
PR276	R4 licensed residential care/ assisted living facilities and similar uses serving 7-16 clients. Facilities	1	Hourly Rate	Hourly Rate	N/A	N/A
PR276i	R4 licensed residential care/ assisted living facilities and similar uses serving 7-16 clients. INSP ONLY	1	\$423	\$415	(\$8)	-1.92%
PR280	R4 licensed residential care/ assisted living facilities and similar uses serving ≥ 20 clients - Delete	0	Hourly Rate	\$0	N/A	N/A
PR280i	R4 licensed residential care/ assisted living facilities and similar uses serving ≥ 20 clients. INSP ONLY - Delete	0	\$740	\$0	N/A	N/A
PR285	Hi-Rise: Structures that are 75' or higher measured from lowest point of fire department access	3	\$3,304	\$2,604	(\$700)	-21.17%
PR285i	High-rise: Structures that are 75' or higher in height - INSP ONLY	1	\$1,849	\$725	(\$1,124)	-60.77%
PR300	Above-ground storage tank, including equipment (see PR625 for temporary above-ground storage tanks)	45	\$980	\$625	(\$355)	-36.18%
PR300i	Above-ground storage tank, including equipment -INSP ONLY	10	\$475	\$259	(\$216)	-45.51%
PR305	Dispensing from underground storage tank: New installation (Single fee for all tanks at a single location) (Aboveground safety/components only)	3	\$777	\$738	(\$39)	-5.06%
PR305i	Dispensing from underground storage tank: New Installation, INSP ONLY (Aboveground safety/components only)	1	\$317	\$311	(\$6)	-1.92%
PR310	Dispensing from Underground storage tank: Repair, alteration, abandonment (Aboveground safety/components only)	14	\$465	\$440	(\$25)	-5.42%
PR315	Hazardous Material Process/Storage for Non - H Occupancies. Use with PR320-PR328. Also for outdoor LPG exchange stations; separate chemical classification review not required.	15	\$699	\$668	(\$31)	-4.41%
PR315i	Hazardous Material Process/Storage for Non - H Occupancies – INSP ONLY	1	\$370	\$363	(\$7)	-1.92%
PR318	Chemical Classification 1-5 Chemicals	26	\$197	\$244	\$47	23.70%
PR320	Chemical Classification Review. 6-15 chemicals	2	\$460	\$427	(\$33)	-7.22%
PR322	Chemical Classification Review 16-50 chemicals	8	\$592	\$610	\$18	3.09%
PR324	Chemical Classification Review. 51-100 chemicals	2	\$724	\$854	\$131	18.08%
PR326	Chemical Classification Review. > 100 chemicals	6	\$1,164	\$1,263	\$99	8.54%
PR328	Chemical Classification Review. Unusual chemicals/quantities	1	Hourly Rate	Hourly Rate	N/A	N/A
PR330	High-piled storage: code/commodity compliance	78	\$1,296	\$1,235	(\$61)	-4.70%
PR330i	High-piled storage - INSP ONLY	1	\$616	\$605	(\$12)	-1.92%
PR335	Commercial cooking hood and duct system (per system)	257	\$435	\$475	\$40	9.18%
PR335i	Commercial cooking hood and duct system (per system) - INSP ONLY	3	\$194	\$190	(\$4)	-1.92%
PR340	Refrigeration unit and system: having a refrigerant circuit containing more than 220 pounds of Group A1 or 30 pounds of any other refrigerant	10	\$1,095	\$1,045	(\$51)	-4.65%
PR340i	Refrigeration unit and system – INSP ONLY	1	\$605	\$590	(\$16)	-2.58%
PR345	Spray booth, spraying area: mechanically ventilated appliance provided to enclose or accommodate a	15	\$752	\$781	\$29	3.88%
PR345i	Spray booth, spraying area - INSP ONLY	4	\$423	\$415	(\$8)	-1.92%
PR350	Gas systems: medical gas, industrial gas (including piping and manifolds)	14	\$1,252	\$1,195	(\$58)	-4.61%
PR350i	Gas systems: medical gas, industrial gas – INSP ONLY	1	\$616	\$605	(\$12)	-1.92%
PR355	Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals)	1	\$777	Hourly Rate	N/A	N/A
PR355i	Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals INSP ONLY	1	\$0	Hourly Rate	N/A	N/A
PR360	Special equipment: industrial ovens, vapor recovery, dust collection	14	\$611	\$927	\$317	51.86%
PR360i	Special equipment: industrial ovens, vapor recovery, dust collection - INSP ONLY	12	\$282	\$276	(\$6)	-1.92%
PR362	Photovoltaic System - Residential Alternative Compliance (Plan Review ONLY)	7	\$204	\$154	(\$50)	-24.50%
PR362i	Photovoltaic System - Residential Alternative Compliance INSP ONLY	1	\$106	\$104	(\$2)	-1.92%
PR363	Photovoltaic System - Commercial (Requested by Building Official) (Plan Review ONLY)	33	\$463	\$276	(\$187)	-40.40%
PR363i	Photovoltaic System - Commercial (Requested by Building Official) - INSP ONLY	1	\$211	\$207	(\$4)	-1.92%
PR365	Special extinguishing system: dry chemical, CO2, FM 200, foam liquid systems, inert gas (Halon,	23	\$483	\$742	\$259	53.67%
PR365i	Special extinguishing system – INSP ONLY	4	\$176	\$173	(\$3)	-1.92%
PR375	Battery Systems, stationary storage and cell sites (chemical quantities require application of CFC Art 64	15	\$716	\$680	(\$36)	-5.00%
PR375i	Battery systems INSP ONLY	1	\$299	\$294	(\$6)	-1.92%
PR380	Smoke control systems; review of rational analysis	6	\$1,564	\$1,452	(\$111)	-7.13%
PR382	Smoke control systems: design/testing – inc. 1 submittal meeting w/customer	4	\$3,397	\$3,232	(\$165)	-4.85%
PR382i	Smoke control systems: design/testing INSP ONLY	1	\$1,479	\$1,451	(\$28)	-1.92%
PR390	Emergency Responder Radio System (FOR INTERNAL TRACKING PURPOSE)	30	\$0	\$0	\$0	0.00%
PR400	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot)	250	\$655	\$625	(\$29)	-4.50%
PR400i	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot) - INSP ONLY	1	\$335	\$259	(\$75)	-22.57%
PR401	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot)	99	\$624	\$596	(\$28)	-4.53%
PR401i	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot) - INSP ONLY	1	\$317	\$311	(\$6)	-1.92%
PR402	TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations	106	\$400	\$384	(\$16)	-3.95%
PR402i	TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	1	\$247	\$242	(\$5)	-1.92%
PR405	NFPA 13D fire sprinkler system: One or two family dwelling - within new tract developments	456	\$439	\$417	(\$22)	-5.09%
PR405i	NFPA 13D fire sprinkler system: One or two family dwelling - INSP ONLY	6629	\$176	\$173	(\$3)	-1.92%
PR406	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) (FOR INTERNAL	1	\$0	\$0	\$0	0.00%
PR406i	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) – INSP ONLY (FOR	1	\$0	\$0	\$0	0.00%
PR410	NFPA 13R fire sprinkler system: Multi-family dwellings 3 to 16 units per building	29	\$1,010	\$718	(\$293)	-28.96%
PR410i	NFPA 13R fire sprinkler system 3 to 16 units INSP ONLY	168	\$440	\$311	(\$129)	-29.38%
PR415	NFPA 13R fire sprinkler system >16 units	1	\$1,121	\$799	(\$322)	-28.71%
PR415i	NFPA 13R fire sprinkler system >16 units INSP ONLY	17	\$704	\$311	(\$393)	-55.86%
PR420	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser	35	\$668	\$718	\$50	7.48%
PR420i	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser – INSP ONLY	1	\$317	\$311	(\$6)	-1.92%
PR425	New NFPA 13 fire sprinkler system:>100 fire sprinkler heads w/1 riser	143	\$1,037	\$834	(\$203)	-19.60%

(a) 2017-18 Hourly Rate = \$202 per hour

Page 2

**ORANGE COUNTY FIRE AUTHORITY**  
**PROPOSED FEE SCHEDULE**  
**PLANNING AND DEVELOPMENT SERVICES**  
Effective Date - no later than September 29, 2017

Attachment 2B

Fee Code	Service Name	2017/18 Anticipated Annual Volume	2015-16 Adopted Fee	2017-18 Proposed Fee (a)	\$ Change	% Change
PR425i	New NFPA 13 fire sprinkler system: each additional riser OR per floor in buildings >3 stories. - INSP	491	\$282	\$345	\$64	22.61%
PR430	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations	626	\$387	\$370	(\$17)	-4.32%
PR430i	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	1	\$211	\$207	(\$4)	-1.92%
PR435	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations	172	\$620	\$593	(\$27)	-4.36%
PR435i	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations - INSP ONLY	1	\$335	\$328	(\$6)	-1.92%
PR440	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review	172	\$874	\$836	(\$39)	-4.44%
PR440i	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review - INSP ONLY	8	\$458	\$449	(\$9)	-1.92%
PR445	Pre-action fire sprinkler system: Includes the fire alarm system when submitted together	10	\$638	\$555	(\$83)	-12.95%
PR445i	Pre-action fire sprinkler system: INSP ONLY	1	\$440	\$311	(\$129)	-29.38%
PR450	New or TI to NFPA 13 in-rack fire sprinkler systems	12	\$1,120	\$1,062	(\$58)	-5.14%
PR450i	New or TI to NFPA 13 in-rack fire sprinkler systems - INSP ONLY	1	\$440	\$432	(\$8)	-1.92%
PR455	NFPA 13 small hose stations - Delete	0	\$439	\$0	N/A	N/A
PR455i	NFPA 13 small hose stations – INSP ONLY Delete	0	\$176	\$0	N/A	N/A
PR460	NFPA 14 Class I, II or III standpipes (includes all standpipes within a single building)	35	\$830	\$790	(\$40)	-4.86%
PR460i	NFPA 14 standpipes INSP ONLY	3	\$370	\$363	(\$7)	-1.92%
PR465	Fire pump installation	14	\$1,208	\$1,144	(\$64)	-5.29%
PR465i	Fire pump installation - INSP ONLY	1	\$440	\$432	(\$8)	-1.92%
PR470	Underground fire protection system: single hydrant OR single riser connection	165	\$466	\$575	\$110	23.52%
PR470i	Underground fire protection system: single hydrant or riser. INSP ONLY	26	\$247	\$311	\$64	26.11%
PR475	Underground fire protection for each additional connection for hydrants or risers - use with PR470	259	\$189	\$182	(\$7)	-3.76%
PR475i	Underground fire protection system: use with PR475 - INSP ONLY	112	\$123	\$121	(\$2)	-1.92%
PR480	Underground repair	19	\$492	\$474	(\$19)	-3.81%
PR480i	Underground repair – INSP ONLY	1	\$317	\$311	(\$6)	-1.92%
PR500	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification	656	\$334	\$318	(\$16)	-4.70%
PR500i	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification	219	\$158	\$155	(\$3)	-1.92%
PR510	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices	177	\$599	\$591	(\$9)	-1.43%
PR510i	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices, INSP ONLY	24	\$229	\$225	(\$4)	-1.92%
PR520	Fire alarm system: 16-30 initiating and/or 41-80 notification devices	68	\$879	\$999	\$120	13.65%
PR520i	Fire alarm system: 16-30 initiating and/or 41-80 notification devices, INSP ONLY	26	\$458	\$449	(\$9)	-1.92%
PR530	Fire alarm system. >30 initiating devices and/or >80 notification devices	80	\$1,213	\$1,353	\$140	11.53%
PR530i	Fire alarm system. >30 initiating devices and/or >80 notification devices, INSP ONLY	7	\$669	\$518	(\$151)	-22.57%
PR610	Field review/inspection – Underground repair	1	\$397	\$390	(\$7)	-1.68%
PR615	Field Plan Review / Inspection Private CNG refueling appliance within a single family residence. (no	1	Exempt	Exempt	N/A	N/A
PR625	Field Review/ Inspection -Temporary above-ground storage tanks, including equipment	9	\$256	\$252	(\$4)	-1.55%
PR630	Field review/inspection TI to NFPA 13, 13R sprinkler systems: ≤ 25 heads without calculations	101	\$291	\$286	(\$5)	-1.59%
PR635	Field review/inspection TI to NFPA 13, 13R sprinkler systems: 26-99 heads without calculations	54	\$361	\$407	\$46	12.68%
PR900	Coordination/Pre-submittal Meetings: (Initial 2 hours)	46	\$553	\$515	(\$38)	-6.86%
PR905	Written response to inquiry	22	\$454	\$412	(\$42)	-9.15%
PR910	Alternate Method and Material Request - 2 hrs minimum	53	\$383	Hourly Rate	N/A	N/A
PR920	Plan resubmittal: fee charged on 3rd and each subsequent submittal - 1 hr minimum	488	Hourly Rate	Hourly Rate	N/A	N/A
PR922	Plan revision	584	Hourly Rate	Hourly Rate	N/A	N/A
PR924	Re-stamp of plans with wet stamp when submitted with approved plans	29	Hourly Rate	Hourly Rate	N/A	N/A
PR926	Accelerated plan review (fee is in addition to base fee assessed for plan review) - 1 hr minimum	182	50% of Hourly Rate	50% of Hourly Rate	N/A	N/A
PR928	Plan Review time and materials fee: Charged for miscellaneous applications such as unusual time	228	Hourly Rate	Hourly Rate	N/A	N/A
PR938i	13D Reinspection 1-10	1	\$156	\$153	(\$3)	-1.88%
PR939i	13D Reinspection 11+	1	\$208	\$205	(\$4)	-1.89%
PR940i	Inspection time and materials fee: Charged for miscellaneous applications such as Time Intensive projects, research, travel time, etc. - 1 hr minimum	5	Hourly Rate	Hourly Rate	N/A	N/A
PR942i	Re-inspection fee: Charged when project is not completed or cannot be approved during regular inspection	1	\$208	\$205	(\$4)	-1.89%
PR943	Penalty for Failure to Cancel Scheduled Inspection	1	50% of inspection fee	50% of inspection fee	N/A	N/A
PR944i	Accelerated Inspection Request (fee is in addition to base fee assessed for inspection) - 1 hr minimum	1	50% of Hourly Rate	50% of Hourly Rate	N/A	N/A

# ORANGE COUNTY FIRE AUTHORITY

Attachment 2B

## PROPOSED FEE SCHEDULE

### PREVENTION FIELD SERVICES

Effective Date - no later than September 29, 2017

Fee Code	Service Name	2017/18 Anticipated Annual Volume	2015-16 Adopted Fee	2017-18 Proposed Fee (a) (b)	\$ Change	% Change
AA1	Aerosol – Issuance	4	\$225	\$217	(\$8)	-5.16%
AA1R	Aerosol - Reissuance	23	\$138	\$138	\$0	0.00%
AA2	Aircraft Refueling – Issuance	1	\$454	\$430	(\$24)	-6.25%
AA2R	Aircraft Refueling – Reissuance	16	\$295	\$295	\$0	0.00%
AA3	Aviation Facility – Issuance	3	Hourly Rate	Hourly Rate	N/A	N/A
AA3R	Aviation Facility – Reissuance	3	Hourly Rate	Hourly Rate	N/A	N/A
AA5	Waste Handling – Issuance	1	Hourly Rate	Hourly Rate	N/A	N/A
AA5R	Waste Handling – Reissuance	3	Hourly Rate	Hourly Rate	N/A	N/A
AA6	Amusement Building – Issuance	1	Hourly Rate	Hourly Rate	N/A	N/A
AA6R	Amusement Building – Reissuance	1	Hourly Rate	Hourly Rate	N/A	N/A
AC1	Candles/Open flame – Issuance	5	\$156	\$178	\$22	25.58%
AC1R	Candles/Open flame – Reissuance	80	\$138	\$138	\$0	0.00%
AC2	Carnival or Fair – Issuance	25	Hourly Rate	Hourly Rate	N/A	N/A
AC6	Combustible Material Storage – Issuance	1	Hourly Rate	Hourly Rate	N/A	N/A
AC6R	Combustible Material Storage – Reissuance	1	Hourly Rate	Hourly Rate	N/A	N/A
AC71	Compressed Gas – Corrosive Issuance	1	\$243	\$234	(\$9)	-5.20%
AC71R	Compressed Gas – Corrosive Reissuance	8	\$156	\$156	\$0	0.00%
AC710	Compressed Gas-Toxic - Issuance	1	\$243	\$234	(\$9)	-5.20%
AC710R	Compressed Gas-Toxic - Reissuance	13	\$156	\$156	\$0	0.00%
AC72	Compressed Gas – Flammable Gas Issuance	11	\$243	\$234	(\$9)	-5.20%
AC72R	Compressed Gas – Flammable Gas Reissuance	61	\$156	\$156	\$0	0.00%
AC73	Compressed Gas-Highly Toxic - Issuance	1	\$243	\$234	(\$9)	-5.20%
AC73R	Compressed Gas-Highly Toxic - Reissuance	1	\$156	\$156	\$0	0.00%
AC74	Compressed Gas – Inert Gas Issuance	6	\$190	\$184	(\$6)	-5.00%
AC74R	Compressed Gas – Inert Gas Reissuance	44	\$138	\$138	\$0	0.00%
AC76	Compressed Gas-Oxidizer - Issuance	8	\$243	\$234	(\$9)	-5.20%
AC76R	Compressed Gas-Oxidizer - Reissuance	83	\$156	\$156	\$0	0.00%
AC77	Compressed Gas – Pyrophoric - Issuance	1	\$225	\$225	\$0	0.00%
AC77R	Compressed Gas – Pyrophoric - Reissuance	1	\$156	\$156	\$0	0.00%
AC91	Cryogenics – Physical or Health Hazard - Issuance	1	\$156	\$152	(\$4)	-4.65%
AC91R	Cryogenics – Physical or Health Hazard - Reissuance	2	\$138	\$138	\$0	0.00%
AC92	Cryogen – Flammable Issuance	1	\$225	\$217	(\$8)	-5.16%
AC92R	Cryogen – Flammable Reissuance	1	\$156	\$156	\$0	0.00%
AC94	Cryogen – Inert Issuance	10	\$156	\$152	(\$4)	-4.65%
AC94R	Cryogen – Inert Reissuance	60	\$138	\$138	\$0	0.00%
AC95	Cryogen – Oxidizer Issuance	2	\$173	\$168	(\$5)	-4.85%
AC95R	Cryogen – Oxidizer Reissuance	19	\$138	\$138	\$0	0.00%
AD11	Dry Cleaning Plants - Package Issuance	1	\$156	\$152	(\$4)	-4.65%
AD11R	Dry Cleaning Plants – Package Reissuance	2	\$138	\$138	\$0	0.00%
AD2	Dust Producing Operations - Issuance	10	\$243	\$234	(\$9)	-5.20%
AD2R	Dust Producing Operations - Reissuance	103	\$173	\$173	\$0	0.00%
AE1	Explosives/Blasting Condition with OCSD Approval – Issuance	1	Hourly Rate	Hourly Rate	N/A	N/A
AE2	Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Issuance - Delete	0	\$243	Delete	N/A	N/A
AE2R	Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Reissuance - Delete	0	\$173	Delete	N/A	N/A
AF1	Firework Stands	125	\$142	\$192	\$50	69.44%
AF2	Outdoor Fireworks Display, such as July 4th displays	22	\$1,937	\$1,946	\$9	0.48%
AF21	Outdoor Fireworks Display, such as home coming & barge display	15	\$543	\$539	(\$4)	-0.85%
AF22	Pyrotechnics/Special Effects Materials	8	\$865	\$871	\$6	0.75%
AF31	Flammable Combustible Liquids – Issuance to use or operate a pipeline	1	Hourly Rate	Hourly Rate	N/A	N/A
AF31R	Flammable Combustible Liquids - Reissuance	4	Hourly Rate	Hourly Rate	N/A	N/A
AF32	Flammable Liquids – Issuance Class I liquids (5 gallons inside/10 gallons outside)	50	\$243	\$234	(\$9)	-5.20%
AF32R	Flammable Combustible Liquids – Reissuance	413	\$156	\$156	\$0	0.00%

(a) 2017-18 Hourly Rate = \$202 per hour

(b) Include M150 Travel Time Fee

# ORANGE COUNTY FIRE AUTHORITY

Attachment 2B

## PROPOSED FEE SCHEDULE

### PREVENTION FIELD SERVICES

Effective Date - no later than September 29, 2017

Fee Code	Service Name	2017/18 Anticipated Annual Volume	2015-16 Adopted Fee	2017-18 Proposed Fee (a) (b)	\$ Change	% Change
AF33	Combustible Liquids – Issuance. To store, use or handle Class II or IIIA liquids in excess of 25 gallons inside or 60 gallons outside.	20	\$243	\$234	(\$9)	-5.20%
AF33R	Combustible Liquids – Reissuance	220	\$156	\$156	\$0	0.00%
AF35	Flammable Combustible Liquids – Issuance. To operate tank vehicles, equipment, tanks, plants, terminals, wells, etc.	15	\$243	\$234	(\$9)	-5.20%
AF35R	Flammable Combustible Liquids – Reissuance	250	\$156	\$156	\$0	0.00%
AF36	Flammable Combustible Liquids – Issuance. Tank removal or installation (AST/UST) - Delete	0	\$243	Delete	N/A	N/A
AF361	Flammable Combustible Liquids – Each additional tank (AST/UST) - Delete	0	\$173	Delete	N/A	N/A
AF4	Fruit Ripening – Issuance - Delete	0	Hourly Rate	Delete	N/A	N/A
AF4R	Fruit Ripening – Reissuance - Delete	0	Hourly Rate	Delete	N/A	N/A
AH11	Hazardous Materials – Oxidizing Issuance	8	\$243	\$234	(\$9)	-5.20%
AH110	Hazardous Materials – Water Reactive Issuance	1	\$156	\$152	(\$4)	-4.65%
AH110R	Hazardous Materials – Water Reactive Reissuance	30	\$156	\$156	\$0	0.00%
AH11R	Hazardous Materials – Oxidizing Reissuance	80	\$156	\$156	\$0	0.00%
AH12	Hazardous Materials – Corrosive Issuance	25	\$243	\$234	(\$9)	-5.20%
AH12R	Hazardous Materials – Corrosive Reissuance	280	\$156	\$156	\$0	0.00%
AH13	Hazardous Materials – Flammable Solids Issuance	1	\$243	\$234	(\$9)	-5.20%
AH13R	Hazardous Materials – Flammable Solids Reissuance	10	\$156	\$156	\$0	0.00%
AH14	Hazardous Materials – Highly Toxic Issuance	1	\$236	\$227	(\$9)	-5.42%
AH14R	Hazardous Materials – Highly Toxic Reissuance	35	\$149	\$149	\$0	0.00%
AH15	Hazardous Materials – Organic Peroxide Issuance	1	\$236	\$227	(\$9)	-5.42%
AH15R	Hazardous Materials – Organic Peroxide Reissuance	8	\$149	\$149	\$0	0.00%
AH16	Hazardous Materials – Pyrophoric Issuance	1	\$236	\$227	(\$9)	-5.42%
AH16R	Hazardous Materials – Pyrophoric Reissuance	1	\$149	\$149	\$0	0.00%
AH18	Hazardous Materials – Toxic Issuance	3	\$243	\$234	(\$9)	-5.20%
AH18R	Hazardous Materials – Toxic Reissuance	85	\$156	\$145	(\$11)	-12.79%
AH19	Hazardous Materials – Unstable Reactive Issuance	1	\$243	\$234	(\$9)	-5.20%
AH19R	Hazardous Materials – Unstable Reactive Reissuance	20	\$156	\$156	\$0	0.00%
AH3	High Piled Combustible - Issuance	40	\$419	\$397	(\$22)	-6.30%
AH3R	High Piled Combustible Reissuance	425	\$243	\$243	\$0	0.00%
AL1	Liquefied Petroleum Gas – Issuance	80	\$149	\$149	\$0	0.00%
AL1R	Liquefied Petroleum Gas - Reissuance	175	\$138	\$138	\$0	0.00%
AL2	Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings – Issuance/Reissuance	5	Hourly Rate	Hourly Rate	N/A	N/A
AL3	Lumber Yards and Woodworking Plants – Issuance	1	\$347	\$332	(\$15)	-5.42%
AL3R	Lumber Yards and Woodworking Plants - Reissuance	4	\$243	\$243	\$0	0.00%
AM1	Magnesium Working – Issuance/Reissuance	1	Hourly Rate	Hourly Rate	N/A	N/A
AM2	Open and Covered Malls - Issuance/Reissuance	10	N/A	\$563	N/A	N/A
AM3	Motor Vehicle Fuel Dispensing – Issuance	10	\$156	\$184	\$28	32.56%
AM31	Motor Vehicle Fuel Dispensing – Package Issuance	1	\$138	\$135	(\$3)	-4.41%
AM31R	Motor Vehicle Fuel Dispensing – Package Reissuance	10	\$138	\$138	\$0	0.00%
AM3R	Motor Vehicle Fuel Dispensing - Reissuance	103	\$138	\$138	\$0	0.00%
AO1	Open Burning/Fire – Issuance	1	Hourly Rate	Hourly Rate	N/A	N/A
AO3	Industrial Ovens – Issuance	8	\$156	\$184	\$28	32.56%
AO3R	Industrial Ovens - Reissuance	60	\$138	\$138	\$0	0.00%
AP21 to AP22	Assembly, <300 occupants - Issuance	75	\$585	\$557	(\$28)	-5.44%
AP21R to AP22R	Assembly, <300 occupants - Reissuance	2000	\$418	\$400	(\$18)	-5.17%
AP23 to AP25	Assembly, >300 occupants - Issuance	15	\$900	\$856	(\$44)	-5.30%
AP23R to AP25R	Assembly, >300 occupants - Reissuance	750	\$501	\$479	(\$22)	-5.10%

(a) 2017-18 Hourly Rate = \$202 per hour

(b) Include M150 Travel Time Fee

# ORANGE COUNTY FIRE AUTHORITY

Attachment 2B

## PROPOSED FEE SCHEDULE

### PREVENTION FIELD SERVICES

Effective Date - no later than September 29, 2017

Fee Code	Service Name	2017/18 Anticipated Annual Volume	2015-16 Adopted Fee	2017-18 Proposed Fee (a) (b)	\$ Change	% Change
AR2	Refrigeration Equipment – Issuance	5	\$347	\$332	(\$15)	-5.42%
AR2R	Refrigeration Equipment – Reissuance	110	\$190	\$190	\$0	0.00%
AR3	Repair and Service Garage – Issuance	5	\$295	\$283	(\$12)	-5.33%
AR31	Repair and Service Garage < 5000 sq ft – Package Issuance	5	\$277	\$266	(\$11)	-5.31%
AR31R	Repair and Service Garage < 5000 sq ft – Package Reissuance	350	\$225	\$225	\$0	0.00%
AR3R	Repair and Service Garage – Reissuance	145	\$225	\$225	\$0	0.00%
AS1	Spraying or Dipping Operation – Issuance	10	\$399	\$381	(\$18)	-5.47%
AS1R	Spraying or Dipping Operation - Reissuance	170	\$138	\$138	\$0	0.00%
AT1	Tent/Membrane Structure – Issuance	15	Hourly Rate	Hourly Rate	N/A	N/A
AT1.1	Canopy Structure – Issuance	100	Hourly Rate	Hourly Rate	N/A	N/A
AT2	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Issuance	1	Hourly Rate	Hourly Rate	N/A	N/A
AT2R	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Reissuance	1	Hourly Rate	Hourly Rate	N/A	N/A
AW1	Hot Work - Issuance.	3	\$190	\$184	(\$6)	-5.00%
AW11	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Issuance	45	\$190	\$190	\$0	0.00%
AW11R	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Reissuance	300	\$138	\$138	\$0	0.00%
AW1R	Hot Work - Reissuance.	58	\$138	\$138	\$0	0.00%
J200	Reinspection – Flat rate for any inspection after the 1st (Applies to all CRR fees)	50	Hourly Rate	Hourly Rate	N/A	N/A
J201	Penalty \$250 – Failure to comply with 1st orders, tags or notices (Applies to all CRR fees)	1	\$250	\$250	\$0	0.00%
J202	Penalty \$500 – Failure to comply with 2nd orders, tags or notices (Applies to all CRR fees)	1	\$500	\$500	\$0	0.00%
J203	Penalty \$1000 – Failure to comply with 3rd or more orders, tags or notices (Applies to all CRR fees)	1	\$1,000	\$1,000	\$0	0.00%
M100	Correctional or Detentional Facility – Large (i.e. full scale jails, prisons, and places of detention)	1	\$595	\$561	(\$34)	-6.48%
M101	Correctional or Detentional Facility – Small (i.e. holding cells)	1	\$279	\$266	(\$13)	-6.22%
M102	High Rise Facility > 75 Feet	95	\$1,147	\$1,135	(\$12)	-1.11%
M103	Mid Rise Facility 55 - 74 Feet	14	N/A	\$659	N/A	N/A
M121	Care Facility for more than 6 ambulatory & non-ambulatory clients	6	\$362	\$362	\$0	0.00%
M123	Hospitals, Nursing homes, Mental hospitals, and Surgery Centers	1	\$897	\$904	\$7	0.85%
M124	Community Care Facility (i.e. clearance letter, large family day, & etc.)	5	\$216	\$168	(\$48)	-32.88%
M125	Pre-Inspection Residential Care Facility (i.e. Single Family Residences)	1	\$243	\$463	\$220	90.53%
M130	Miscellaneous Special Events – Events that may impact emergency operations equipment or access and may only require an over the counter submittal	130	\$48	\$48	\$0	0.00%
M131	Minor Special Events – Events that may impact emergency operations equipment or access and have attendance or participation by less than 2,500 people.	20	\$174	\$217	\$43	41.35%
M132	Major Special Events – Events that impact emergency operations equipment or access or have attendance, participation, or mass gathering of more than 2,500 people.	25	\$331	\$364	\$33	12.64%
M133	Special Event Expedite Fee for <10 days submittal	1	50%	50%	\$0	0.00%
M140	Fire Watch - Requested	1	Hourly Rate	Hourly Rate	N/A	N/A
M141	Standby – Engine Company – Board approved cost recovery rate	1	Hourly Rate	Hourly Rate	N/A	N/A
M150	Travel Time	4000	\$70	\$70	\$0	0.00%
M151	Alternate Means & Methods	1	Hourly Rate	Hourly Rate	N/A	N/A
M152	All other time to be charged as Time and Materials	30	Hourly Rate	Hourly Rate	N/A	N/A

(a) 2017-18 Hourly Rate = \$202 per hour

(b) Include M150 Travel Time Fee

# ORANGE COUNTY FIRE AUTHORITY

Attachment 2B

## PROPOSED FEE SCHEDULE

### PREVENTION FIELD SERVICES

Effective Date - no later than September 29, 2017

Fee Code	Service Name	2017/18 Anticipated Annual Volume	2015-16 Adopted Fee	2017-18 Proposed Fee (a) (b)	\$ Change	% Change
<b>False Alarm</b>						
	False Alarm - 2nd within 6 months (Penalty fees are not included with the annual S&EB increase)	1	\$100	\$100	\$0	0.00%
	Failure to comply with orders, tags or notices - 3rd false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	1	\$250	\$250	\$0	0.00%
	Failure to comply with orders, tags or notices - 4th false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	1	\$500	\$500	\$0	0.00%
	Failure to comply with orders, tags or notices - 5th and subsequent false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	1	\$1,000	\$1,000	\$0	0.00%
<b>800 MHz Radio Loaner/Rental Program</b>						
	Loaning of the preprogramed 800 MHz radio including radio, batteries, and desk charger to OCFA approved and FCC licensed technicians to facilitate the annual testing required for emergency responder radio system installation.	1	\$0	\$75 per month	N/A	N/A

(a) 2017-18 Hourly Rate = \$202 per hour

(b) Include M150 Travel Time Fee

**ORANGE COUNTY FIRE AUTHORITY**  
**Schedule of Public Record Request Fees and Charges**

<b>SERVICES</b>	<b>AMOUNT</b>
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***DUPLICATION FEES***

Duplication General:

Copy Rate.....	\$0.10 per page
CD/DVD Disks .....	\$4.00 per disk
Photographs.....	actual cost

Fair Political Practices Commission (FPPC) Filings (Fees per California Government Code § 81008):

Filings/Statements .....	\$ 0.10 per page or current FPPC rate
Retrieval Fee .....	Not to exceed \$5.00 for copies/reports 5+ years old or current FPPC rate

Report s/Maps:

After Action Reports.....	actual cost/posted reports available on-line at no charge
Annual Financial Report.....	actual cost/current fiscal year available on-line at no charge
Budget .....	actual cost/current fiscal year available on-line at no charge
Property Related Records (Community Right to Know Reports).....	\$2.50 per address
Fire Incident/Fire Investigation/Paramedic Reports.....	\$7.50 per address/incident
Reports prepared by Consultants .....	actual cost
Geographic Information System (GIS)/Battalion/Division Maps.....	actual cost

Specialized Reports/Maps:

Creation of special computer-generated reports/Maps .....	Actual cost per hour based on OCFA Cost Reimbursement Rates, minimum one hour@ <b>\$52.00 per hour</b>
Requiring research of records, analysis, compilation .....	Actual cost per hour for the first hour, thereafter billed in ¼ hour increments + \$0.10 per page

**911 Audio Recording..... \$25 per incident**

Subscriptions (Via US Mail):

Minutes.....	\$35.00 per year/per body
Agendas .....	\$35.00 per year/per body
Agenda Packet.....	\$25.00 per packet plus postage, if applicable

*Note: All agenda items are available on-line at no charge*

### ***MISCELLANEOUS SERVICES FEES***

Certification .....\$2.00 per document  
Delivery Service.....actual cost  
**Email Server Search .....actual cost@ \$69.00 per hour/ 2 hour minimum**  
Fax Transmissions ..... **\$0.10 per page**/paid prior to transmission in-lieu of duplication fee  
Notary Fees (per CA Government Code § 8211 and 8223) ..... \$10.00 per signature or current rate  
Postage .....current US Postage Rates  
Record Retrieval – Offsite Storage .....\$20 per box (actual cost)

### ***SUBPOENA FEES*** (per California Government Code §68096.1 & 68097.2)

Subpoena for Records .....\$15.00 deposit applied toward actual costs or current State rate  
Subpoena for Witness ..\$275.00 deposit applied toward actual witness expenses or current State rate

### ***WAIVER OF FEES***

The above fees may be waived at the discretion of the Section Manager concerned when it is clear that the general public and/or OCFA will benefit by providing the service at no cost.

- (a) Examples of the types of service for which the above fees may be waived are as follows:
  - (1) Requests from City Officials, Board Members, etc. for business purposes
  - (2) Requests from individuals or firms directly concerned with pending actions of the Board of Directors or Executive Committee, which require their attendance at a Public Hearing or when legal notice is required.
  - (3) Requests from other Public agencies, including law enforcement agencies and the District Attorney, in cases of cooperative exchange of information.
- (b) Decisions on questionable items shall be made by the Fire Chief or designee.

### ***LATE FEES***

A 10% late fee may be assessed on past due accounts if payment is not received by the original due date. Late fee assessments applicable to this policy include, but are not limited to

- Ambulance – Advanced Life Support (ALS)/Basic Life Support (BLS) supply reimbursements
- Fire Prevention Activities
- Special Activities requiring a permit
- And any other OCFA miscellaneous billings including but not limited to Fire Restitution



# ORANGE COUNTY FIRE AUTHORITY

Attachment 3

## PROPOSED FEE SCHEDULE PLANNING AND DEVELOPMENT SERVICES

Effective Date - no later than September 29, 2017

Fee Code	Service Name	2017-18 Proposed Fee (a)
PR100	California Environmental Quality Act (CEQA), Environmental Impact Report (EIR), Notice of Preparation (NOP), and Advance Planning	\$387
PR104	Small Project CUP - Single Family Residence, Commercial Remodel, New Commercial Building without on-site access	\$244
PR105	Development Plan/Site Review	\$387
PR110	Map review (A map) -- tentative tract map/screen check	\$387
PR115	Final map review (B Map) and/or clearance letter for print of linen	\$244
PR120	Conceptual fuel modification - Multi-Dwelling or Commercial Area (Plan Review ONLY)	\$1,044
PR121	Conceptual fuel modification - Single Family Dwelling (Plan Review ONLY)	\$691
PR124	Precise fuel modification (includes vegetation clearance inspection for lumber drop, final, and HOA turnover inspections)	\$1,116
PR124i	Precise fuel modification – INSP ONLY	\$328
PR125	Precise fuel modification – Single Family Dwelling	\$743
PR125i	Precise fuel modification – Single Family Dwelling INSP ONLY	\$328
PR127i	Fuel Modification Maintenance Inspection -Customer requested or complaint initiated for Tract Development	\$725
PR145	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates across emergency access drives	\$668
PR145i	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates - INSP ONLY	\$225
PR146	Fire protection plan – an alternative to CBC Chapter 7A construction requirements for development in a fire hazard severity zone (Plan Review ONLY)	\$444
PR147	Fire protection plan – "Add-on" 7A to large "Parent" Fire Protection Plan (Plan Review ONLY)	\$207
PR150	Fire master plan – public school	Exempt
PR155	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete. INSP	\$414
PR155i	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete. INSP	\$190
PR160	Residential site review for single family dwelling consisting of one or two units (Plan Review ONLY)	\$374
PR160i	Residential site review for single family dwelling – INSP ONLY	\$104
PR172	Methane testing, findings, & recommendations (Currently included with the Methane work plan)	\$427
PR174	Methane mitigation plan	\$488
PR180	Vehicle or pedestrian gates across emergency access roads	\$406
PR180i	Vehicle or pedestrian gates across emergency access roads- INSP ONLY	\$121
PR182	Unenclosed accessory structure/outdoor fire place/fire pit in special fire areas. Inspection not required	Exempt
PR184	Speed hump review and drive test	\$919
PR186	Operations pre-planning automation. Fee waived if criteria on handout are satisfied	\$622
PR192	Addressing Layout Developments - Commercial/Residential	Hourly Rate
PR200	All A Occupancy > 10,000 square feet aggregate	\$1,635
PR200i	All A Occupancy > 10,000 square feet aggregate INSP ONLY	\$415
PR204	All A Occupancy ≤ 10,000 square feet aggregate area)	\$1,066
PR204i	All A Occupancy ≤ 10,000 square feet aggregate area) INSP ONLY	\$466
PR208	All A ≤ 1500 square feet	\$747
PR208i	All A ≤ 1500 sq. ft. INSP ONLY	\$259
PR212	Educational other than day care (Plan Review ONLY)	\$732
PR212i	Educational other than day care - INSP ONLY	\$415
PR216	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) aggregate (Plan Review ONLY)	\$488
PR216i	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) INSP ONLY	\$259
PR220	E Day Care or I-4 (see PR212 for any combination of E occupancies sharing common egress) (Plan Review ONLY)	\$732
PR220i	E Day Care or I-4 - INSP ONLY	\$294
PR224	B,F,M,S occupancies when required by Building Official (Plan Review ONLY)	\$488

(a) 2017-18 Hourly Rate = \$202 per hour

# ORANGE COUNTY FIRE AUTHORITY

Attachment 3

## PROPOSED FEE SCHEDULE PLANNING AND DEVELOPMENT SERVICES

Effective Date - no later than September 29, 2017

Fee Code	Service Name	2017-18 Proposed Fee (a)
PR224i	B,F,M,S occupancies - INSP ONLY	\$311
PR232	H1, H2, H3, H4 or L Occupancy - Chemical classification fee (PR320-PR328) also required	\$1,408
PR232i	H1, H2, H3, H4, or L Occupancy Chemical classification fee (PR320-PR328) INSP ONLY	\$432
PR236	S1 - Motor Vehicle Repair Garages (Chem class fee included for above ground hazardous materials)	\$973
PR236i	S1 - Motor Vehicle Repair Garages INSP ONLY	\$363
PR240	S1 -Aircraft Repair Hanger (Chem class fee, (PR320-PR328) also required)	Hourly Rate
PR240i	S1 -Aircraft Repair Hanger INSP ONLY	Hourly Rate
PR244	H5 Occupancy (Chem class fee (PR320-PR328), also required) (Plan Review ONLY)	Hourly Rate
PR244i	H5 Occupancy INSP ONLY	Hourly Rate
PR248	Structures with non-ambulatory or incapacitated occupants (I-1, I-2, I-2.1, R-2.1 occupancies)	Hourly Rate
PR248i	Structures with non-ambulatory or incapacitated occupants. (I-1, I-2, I-2.1, R-2.1 occupancies) INSP ONLY	Hourly Rate
PR256	I3: Structures with restrained occupants, 3 cells or less	\$594
PR256i	I3: Structures with restrained occupants, 3 cells or less - INSP ONLY	\$207
PR260	I3: Structures with restrained occupants, more than 3 cells	\$2,664
PR260i	I3: Structures with restrained occupants, more than 3 cells INSP ONLY	\$691
PR264	R1 or R2 Hotels, motels, apartments, condominiums with ≤ 50 dwelling units per building	\$415
PR268	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building.	\$1,165
PR268i	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building INSP ONLY	\$311
PR272	R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building.	Hourly Rate
PR272i	R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building INSP ONLY	\$518
PR276	R4 licensed residential care/ assisted living facilities and similar uses serving 7-16 clients. Facilities	Hourly Rate
PR276i	R4 licensed residential care/ assisted living facilities and similar uses serving 7-16 clients. INSP ONLY	\$415
PR280	R4 licensed residential care/ assisted living facilities and similar uses serving ≥ 20 clients - Delete	\$0
PR280i	R4 licensed residential care/ assisted living facilities and similar uses serving ≥ 20 clients. INSP ONLY - Delete	\$0
PR285	Hi-Rise: Structures that are 75' or higher measured from lowest point of fire department access	\$2,604
PR285i	High-rise: Structures that are 75' or higher in height - INSP ONLY	\$725
PR300	Above-ground storage tank, including equipment (see PR625 for temporary above-ground storage tanks)	\$625
PR300i	Above-ground storage tank, including equipment -INSP ONLY	\$259
PR305	Dispensing from underground storage tank: New installation (Single fee for all tanks at a single location) (Aboveground safety/components only)	\$738
PR305i	Dispensing from underground storage tank: New Installation, INSP ONLY (Aboveground safety/components only)	\$311
PR310	Dispensing from Underground storage tank: Repair, alteration, abandonment (Aboveground safety/components only)	\$440
PR315	Hazardous Material Process/Storage for Non - H Occupancies. Use with PR320-PR328. Also for outdoor LPG exchange stations; separate chemical classification review not required.	\$668
PR315i	Hazardous Material Process/Storage for Non - H Occupancies – INSP ONLY	\$363
PR318	Chemical Classification 1-5 Chemicals	\$244
PR320	Chemical Classification Review. 6-15 chemicals	\$427
PR322	Chemical Classification Review 16-50 chemicals	\$610
PR324	Chemical Classification Review. 51-100 chemicals	\$854
PR326	Chemical Classification Review. > 100 chemicals	\$1,263
PR328	Chemical Classification Review. Unusual chemicals/quantities	Hourly Rate
PR330	High-piled storage: code/commodity compliance	\$1,235
PR330i	High-piled storage - INSP ONLY	\$605
PR335	Commercial cooking hood and duct system (per system)	\$475
PR335i	Commercial cooking hood and duct system (per system) - INSP ONLY	\$190

(a) 2017-18 Hourly Rate = \$202 per hour

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# ORANGE COUNTY FIRE AUTHORITY

Attachment 3

## PROPOSED FEE SCHEDULE PLANNING AND DEVELOPMENT SERVICES

Effective Date - no later than September 29, 2017

Fee Code	Service Name	2017-18 Proposed Fee (a)
PR340	Refrigeration unit and system: having a refrigerant circuit containing more than 220 pounds of Group A1 or 30 pounds of any other refrigerant	\$1,045
PR340i	Refrigeration unit and system – INSP ONLY	\$590
PR345	Spray booth, spraying area: mechanically ventilated appliance provided to enclose or accommodate a	\$781
PR345i	Spray booth, spraying area - INSP ONLY	\$415
PR350	Gas systems: medical gas, industrial gas (including piping and manifolds)	\$1,195
PR350i	Gas systems: medical gas, industrial gas – INSP ONLY	\$605
PR355	Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals)	Hourly Rate
PR355i	Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals INSP ONLY	Hourly Rate
PR360	Special equipment: industrial ovens, vapor recovery, dust collection	\$927
PR360i	Special equipment: industrial ovens, vapor recovery, dust collection - INSP ONLY	\$276
PR362	Photovoltaic System - Residential Alternative Compliance (Plan Review ONLY)	\$154
PR362i	Photovoltaic System - Residential Alternative Compliance INSP ONLY	\$104
PR363	Photovoltaic System - Commercial (Requested by Building Official) (Plan Review ONLY)	\$276
PR363i	Photovoltaic System - Commercial (Requested by Building Official) - INSP ONLY	\$207
PR365	Special extinguishing system: dry chemical, CO2, FM 200, foam liquid systems, inert gas (Halon, Inergen,	\$742
PR365i	Special extinguishing system – INSP ONLY	\$173
PR375	Battery Systems, stationary storage and cell sites (chemical quantities require application of CFC Art 64	\$680
PR375i	Battery systems INSP ONLY	\$294
PR380	Smoke control systems; review of rational analysis	\$1,452
PR382	Smoke control systems: design/testing – inc. 1 submittal meeting w/customer	\$3,232
PR382i	Smoke control systems: design/testing INSP ONLY	\$1,451
PR390	Emergency Responder Radio System (FOR INTERNAL TRACKING PURPOSE)	\$0
PR400	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot)	\$625
PR400i	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot) - INSP ONLY	\$259
PR401	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot)	\$596
PR401i	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot) - INSP ONLY	\$311
PR402	TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations	\$384
PR402i	TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	\$242
PR405	NFPA 13D fire sprinkler system: One or two family dwelling - within new tract developments	\$417
PR405i	NFPA 13D fire sprinkler system: One or two family dwelling - INSP ONLY	\$173
PR406	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) (FOR INTERNAL	\$0
PR406i	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) – INSP ONLY (FOR	\$0
PR410	NFPA 13R fire sprinkler system: Multi-family dwellings 3 to 16 units per building	\$718
PR410i	NFPA 13R fire sprinkler system 3 to 16 units INSP ONLY	\$311
PR415	NFPA 13R fire sprinkler system >16 units	\$799
PR415i	NFPA 13R fire sprinkler system >16 units INSP ONLY	\$311
PR420	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser	\$718
PR420i	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser – INSP ONLY	\$311
PR425	New NFPA 13 fire sprinkler system:>100 fire sprinkler heads w/1 riser	\$834
PR425i	New NFPA 13 fire sprinkler system: each additional riser OR per floor in buildings >3 stories. - INSP	\$345
PR430	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations	\$370
PR430i	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	\$207
PR435	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations	\$593
PR435i	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations - INSP ONLY	\$328
PR440	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review	\$836
PR440i	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review - INSP ONLY	\$449

(a) 2017-18 Hourly Rate = \$202 per hour

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# ORANGE COUNTY FIRE AUTHORITY

Attachment 3

## PROPOSED FEE SCHEDULE PLANNING AND DEVELOPMENT SERVICES

Effective Date - no later than September 29, 2017

Fee Code	Service Name	2017-18 Proposed Fee (a)
PR445	Pre-action fire sprinkler system: Includes the fire alarm system when submitted together	\$555
PR445i	Pre-action fire sprinkler system: INSP ONLY	\$311
PR450	New or TI to NFPA 13 in-rack fire sprinkler systems	\$1,062
PR450i	New or TI to NFPA 13 in-rack sprinkler fire sprinkler systems - INSP ONLY	\$432
PR455	NFPA 13 small hose stations - Delete	\$0
PR455i	NFPA 13 small hose stations – INSP ONLY Delete	\$0
PR460	NFPA 14 Class I, II or III standpipes (includes all standpipes within a single building)	\$790
PR460i	NFPA 14 standpipes INSP ONLY	\$363
PR465	Fire pump installation	\$1,144
PR465i	Fire pump installation - INSP ONLY	\$432
PR470	Underground fire protection system: single hydrant OR single riser connection	\$575
PR470i	Underground fire protection system: single hydrant or riser. INSP ONLY	\$311
PR475	Underground fire protection for each additional connection for hydrants or risers - use with PR470	\$182
PR475i	Underground fire protection system: use with PR475 - INSP ONLY	\$121
PR480	Underground repair	\$474
PR480i	Underground repair – INSP ONLY	\$311
PR500	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification	\$318
PR500i	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification	\$155
PR510	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices	\$591
PR510i	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices, INSP ONLY	\$225
PR520	Fire alarm system: 16-30 initiating and/or 41-80 notification devices	\$999
PR520i	Fire alarm system: 16-30 initiating and/or 41-80 notification devices, INSP ONLY	\$449
PR530	Fire alarm system. >30 initiating devices and/or >80 notification devices	\$1,353
PR530i	Fire alarm system. >30 initiating devices and/or >80 notification devices, INSP ONLY	\$518
PR610	Field review/inspection – Underground repair	\$390
PR615	Field Plan Review / Inspection Private CNG refueling appliance within a single family residence. (no	Exempt
PR625	Field Review/ Inspection -Temporary above-ground storage tanks, including equipment	\$252
PR630	Field review/inspection TI to NFPA 13, 13R sprinkler systems: ≤ 25 heads without calculations	\$286
PR635	Field review/inspection TI to NFPA 13, 13R sprinkler systems: 26-99 heads without calculations	\$407
PR900	Coordination/Pre-submittal Meetings: (Initial 2 hours)	\$515
PR905	Written response to inquiry	\$412
PR910	Alternate Method and Material Request - 2 hrs minimum	Hourly Rate
PR920	Plan resubmittal: fee charged on 3rd and each subsequent submittal - 1 hr minimum	Hourly Rate
PR922	Plan revision	Hourly Rate
PR924	Re-stamp of plans with wet stamp when submitted with approved plans	Hourly Rate
PR926	Accelerated plan review (fee is in addition to base fee assessed for plan review) - 1 hr minimum	50% of Hourly Rate
PR928	Plan Review time and materials fee: Charged for miscellaneous applications such as unusual time	Hourly Rate
PR938i	13D Reinspection 1-10	\$153
PR939i	13D Reinspection 11+	\$205
PR940i	Inspection time and materials fee: Charged for miscellaneous applications such as Time Intensive projects, research, travel time, etc. - 1 hr minimum	Hourly Rate
PR942i	Re-inspection fee: Charged when project is not completed or cannot be approved during regular inspection	\$205
PR943	Penalty for Failure to Cancel Scheduled Inspection	50% of inspection fee
PR944i	Accelerated Inspection Request (fee is in addition to base fee assessed for inspection) - 1 hr minimum	50% of Hourly Rate

# ORANGE COUNTY FIRE AUTHORITY

## PROPOSED FEE SCHEDULE

### PREVENTION FIELD SERVICES

Effective Date - no later than September 29, 2017

Fee Code	Service Name	2017-18 Proposed Fee (a) (b)
AA1	Aerosol – Issuance	\$217
AA1R	Aerosol - Reissuance	\$138
AA2	Aircraft Refueling – Issuance	\$430
AA2R	Aircraft Refueling – Reissuance	\$295
AA3	Aviation Facility – Issuance	Hourly Rate
AA3R	Aviation Facility – Reissuance	Hourly Rate
AA5	Waste Handling – Issuance	Hourly Rate
AA5R	Waste Handling – Reissuance	Hourly Rate
AA6	Amusement Building – Issuance	Hourly Rate
AA6R	Amusement Building – Reissuance	Hourly Rate
AC1	Candles/Open flame – Issuance	\$178
AC1R	Candles/Open flame – Reissuance	\$138
AC2	Carnival or Fair – Issuance	Hourly Rate
AC6	Combustible Material Storage – Issuance	Hourly Rate
AC6R	Combustible Material Storage – Reissuance	Hourly Rate
AC71	Compressed Gas – Corrosive Issuance	\$234
AC71R	Compressed Gas – Corrosive Reissuance	\$156
AC710	Compressed Gas-Toxic - Issuance	\$234
AC710R	Compressed Gas-Toxic - Reissuance	\$156
AC72	Compressed Gas – Flammable Gas Issuance	\$234
AC72R	Compressed Gas – Flammable Gas Reissuance	\$156
AC73	Compressed Gas-Highly Toxic - Issuance	\$234
AC73R	Compressed Gas-Highly Toxic - Reissuance	\$156
AC74	Compressed Gas – Inert Gas Issuance	\$184
AC74R	Compressed Gas – Inert Gas Reissuance	\$138
AC76	Compressed Gas-Oxidizer - Issuance	\$234
AC76R	Compressed Gas-Oxidizer - Reissuance	\$156
AC77	Compressed Gas – Pyrophoric - Issuance	\$225
AC77R	Compressed Gas – Pyrophoric - Reissuance	\$156
AC91	Cryogens – Physical or Health Hazard - Issuance	\$152
AC91R	Cryogens – Physical or Health Hazard - Reissuance	\$138
AC92	Cryogen – Flammable Issuance	\$217
AC92R	Cryogen – Flammable Reissuance	\$156
AC94	Cryogen – Inert Issuance	\$152
AC94R	Cryogen – Inert Reissuance	\$138
AC95	Cryogen – Oxidizer Issuance	\$168
AC95R	Cryogen – Oxidizer Reissuance	\$138
AD11	Dry Cleaning Plants - Package Issuance	\$152
AD11R	Dry Cleaning Plants – Package Reissuance	\$138
AD2	Dust Producing Operations - Issuance	\$234
AD2R	Dust Producing Operations - Reissuance	\$173
AE1	Explosives/Blasting Condition with OCSD Approval – Issuance	Hourly Rate
AE2	Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Issuance - Delete	Delete
AE2R	Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Reissuance - Delete	Delete
AF1	Firework Stands	\$192
AF2	Outdoor Fireworks Display, such as July 4th displays	\$1,946

(a) 2017-18 Hourly Rate = \$202 per hour

(b) Include M150 Travel Time Fee

# ORANGE COUNTY FIRE AUTHORITY

## PROPOSED FEE SCHEDULE

### PREVENTION FIELD SERVICES

Effective Date - no later than September 29, 2017

Fee Code	Service Name	2017-18 Proposed Fee (a) (b)
AF21	Outdoor Fireworks Display, such as home coming & barge display	\$539
AF22	Pyrotechnics/Special Effects Materials	\$871
AF31	Flammable Combustible Liquids – Issuance to use or operate a pipeline	Hourly Rate
AF31R	Flammable Combustible Liquids - Reissuance	Hourly Rate
AF32	Flammable Liquids – Issuance Class I liquids (5 gallons inside/10 gallons outside)	\$234
AF32R	Flammable Combustible Liquids – Reissuance	\$156
AF33	Combustible Liquids – Issuance. To store, use or handle Class II or IIIA liquids in excess of 25 gallons inside or 60 gallons outside.	\$234
AF33R	Combustible Liquids – Reissuance	\$156
AF35	Flammable Combustible Liquids – Issuance. To operate tank vehicles, equipment, tanks, plants, terminals, wells, etc.	\$234
AF35R	Flammable Combustible Liquids – Reissuance	\$156
AF36	Flammable Combustible Liquids – Issuance. Tank removal or installation (AST/UST) - Delete	Delete
AF361	Flammable Combustible Liquids – Each additional tank (AST/UST) - Delete	Delete
AF4	Fruit Ripening – Issuance - Delete	Delete
AF4R	Fruit Ripening – Reissuance - Delete	Delete
AH11	Hazardous Materials – Oxidizing Issuance	\$234
AH110	Hazardous Materials – Water Reactive Issuance	\$152
AH110R	Hazardous Materials – Water Reactive Reissuance	\$156
AH11R	Hazardous Materials – Oxidizing Reissuance	\$156
AH12	Hazardous Materials – Corrosive Issuance	\$234
AH12R	Hazardous Materials – Corrosive Reissuance	\$156
AH13	Hazardous Materials – Flammable Solids Issuance	\$234
AH13R	Hazardous Materials – Flammable Solids Reissuance	\$156
AH14	Hazardous Materials – Highly Toxic Issuance	\$227
AH14R	Hazardous Materials – Highly Toxic Reissuance	\$149
AH15	Hazardous Materials – Organic Peroxide Issuance	\$227
AH15R	Hazardous Materials – Organic Peroxide Reissuance	\$149
AH16	Hazardous Materials – Pyrophoric Issuance	\$227
AH16R	Hazardous Materials – Pyrophoric Reissuance	\$149
AH18	Hazardous Materials – Toxic Issuance	\$234
AH18R	Hazardous Materials – Toxic Reissuance	\$145
AH19	Hazardous Materials – Unstable Reactive Issuance	\$234
AH19R	Hazardous Materials – Unstable Reactive Reissuance	\$156
AH3	High Piled Combustible - Issuance	\$397
AH3R	High Piled Combustible Reissuance	\$243
AL1	Liquefied Petroleum Gas – Issuance	\$149
AL1R	Liquefied Petroleum Gas - Reissuance	\$138
AL2	Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings – Issuance/Reissuance	Hourly Rate
AL3	Lumber Yards and Woodworking Plants – Issuance	\$332
AL3R	Lumber Yards and Woodworking Plants - Reissuance	\$243
AM1	Magnesium Working – Issuance/Reissuance	Hourly Rate
AM2	Open and Covered Malls - Issuance/Reissuance	\$563
AM3	Motor Vehicle Fuel Dispensing – Issuance	\$184

(a) 2017-18 Hourly Rate = \$202 per hour

(b) Include M150 Travel Time Fee

# ORANGE COUNTY FIRE AUTHORITY

Attachment 3

## PROPOSED FEE SCHEDULE

### PREVENTION FIELD SERVICES

Effective Date - no later than September 29, 2017

Fee Code	Service Name	2017-18 Proposed Fee (a) (b)
AM31	Motor Vehicle Fuel Dispensing – Package Issuance	\$135
AM31R	Motor Vehicle Fuel Dispensing – Package Reissuance	\$138
AM3R	Motor Vehicle Fuel Dispensing - Reissuance	\$138
AO1	Open Burning/Fire – Issuance	Hourly Rate
AO3	Industrial Ovens – Issuance	\$184
AO3R	Industrial Ovens - Reissuance	\$138
AP21 to AP22	Assembly, <300 occupants - Issuance	\$557
AP21R to AP22R	Assembly, <300 occupants - Reissuance	\$400
AP23 to AP25	Assembly, >300 occupants - Issuance	\$856
AP23R to AP25R	Assembly, >300 occupants - Reissuance	\$479
AR2	Refrigeration Equipment – Issuance	\$332
AR2R	Refrigeration Equipment – Reissuance	\$190
AR3	Repair and Service Garage – Issuance	\$283
AR31	Repair and Service Garage < 5000 sq ft – Package Issuance	\$266
AR31R	Repair and Service Garage < 5000 sq ft – Package Reissuance	\$225
AR3R	Repair and Service Garage – Reissuance	\$225
AS1	Spraying or Dipping Operation – Issuance	\$381
AS1R	Spraying or Dipping Operation - Reissuance	\$138
AT1	Tent/Membrane Structure – Issuance	Hourly Rate
AT1.1	Canopy Structure – Issuance	Hourly Rate
AT2	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Issuance	Hourly Rate
AT2R	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Reissuance	Hourly Rate
AW1	Hot Work - Issuance.	\$184
AW11	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Issuance	\$190
AW11R	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Reissuance	\$138
AW1R	Hot Work - Reissuance.	\$138
J200	Reinspection – Flat rate for any inspection after the 1st (Applies to all CRR fees)	Hourly Rate
J201	Penalty \$250 – Failure to comply with 1st orders, tags or notices (Applies to all CRR fees)	\$250
J202	Penalty \$500 – Failure to comply with 2nd orders, tags or notices (Applies to all CRR fees)	\$500
J203	Penalty \$1000 – Failure to comply with 3rd or more orders, tags or notices (Applies to all CRR fees)	\$1,000

(a) 2017-18 Hourly Rate = \$202 per hour

(b) Include M150 Travel Time Fee

# ORANGE COUNTY FIRE AUTHORITY

Attachment 3

## PROPOSED FEE SCHEDULE

### PREVENTION FIELD SERVICES

Effective Date - no later than September 29, 2017

Fee Code	Service Name	2017-18 Proposed Fee (a) (b)
M100	Correctional or Detentional Facility – Large (i.e. full scale jails, prisons, and places of detention)	\$561
M101	Correctional or Detentional Facility – Small (i.e. holding cells)	\$266
M102	High Rise Facility > 75 Feet	\$1,135
M103	Mid Rise Facility 55 - 74 Feet	\$659
M121	Care Facility for more than 6 ambulatory & non-ambulatory clients	\$362
M123	Hospitals, Nursing homes, Mental hospitals, and Surgery Centers	\$904
M124	Community Care Facility (i.e. clearance letter, large family day, & etc.)	\$168
M125	Pre-Inspection Residential Care Facility (i.e. Single Family Residences)	\$463
M130	Miscellaneous Special Events – Events that may impact emergency operations equipment or access and may only require an over the counter submittal	\$48
M131	Minor Special Events – Events that may impact emergency operations equipment or access and have attendance or participation by less than 2,500 people.	\$217
M132	Major Special Events – Events that impact emergency operations equipment or access or have attendance, participation, or mass gathering of more than 2,500 people.	\$364
M133	Special Event Expedite Fee for <10 days submittal	50%
M140	Fire Watch - Requested	Hourly Rate
M141	Standby – Engine Company – Board approved cost recovery rate	Hourly Rate
M150	Travel Time	\$70
M151	Alternate Means & Methods	Hourly Rate
M152	All other time to be charged as Time and Materials	Hourly Rate
<b>False Alarm</b>		
	False Alarm - 2nd within 6 months (Penalty fees are not included with the annual S&EB increase)	\$100
	Failure to comply with orders, tags or notices - 3rd false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$250
	Failure to comply with orders, tags or notices - 4th false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$500
	Failure to comply with orders, tags or notices - 5th and subsequent false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$1,000
<b>800 MHz Radio Loaner/Rental Program</b>		
	Loaning of the preprogrammed 800 MHz radio including radio, batteries, and desk charger to OCFA approved and FCC licensed technicians to facilitate the annual testing required for emergency responder radio system installation.	\$75 per month

(a) 2017-18 Hourly Rate = \$202 per hour

(b) Include M150 Travel Time Fee





Orange County Fire Authority  
**AGENDA STAFF REPORT**

**Budget and Finance Committee Meeting**  
**June 14, 2017**

**Agenda Item No. 4C**  
**Discussion Calendar**

**Amendment No. 7 to Agreement for  
Aircraft Rescue Fire Fighting Services at John Wayne Airport**

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**Contact(s) for Further Information**

Lori Zeller, Assistant Chief  
Business Services Department

[lorizeller@ocfa.org](mailto:lorizeller@ocfa.org)

714.573.6020

Brian Young, Assistant Chief  
Operations Department

[brianyoung@ocfa.org](mailto:brianyoung@ocfa.org)

714.573.6014

**Summary**

This agenda item is submitted for approval of a five-year extension to the current agreement for Aircraft Rescue Fire Fighting (ARFF) Services at John Wayne Airport (Attachment 1).

**Prior Board/Committee Action**

At the November 15, 2012, meeting, the Executive Committee approved Amendment No. 6 to the Agreement for ARFF Services at John Wayne Airport (JWA), extending the term for five years from December 1, 2012, through November 30, 2017, and modifying the contract staffing levels per JWA's request.

**RECOMMENDED ACTION(S)**

Review the proposed agenda item and direct staff to place the item on the agenda for the Executive Committee meeting of June 22, 2017, with the Budget and Finance Committee's recommendation that the Executive Committee approve and authorize the Fire Chief to execute Amendment No. 7 to the Agreement for Aircraft Rescue Fire Fighting Services at John Wayne Airport, extending the term for five years from December 1, 2017, through November 30, 2022, and increasing the not to exceed contract value by an additional \$26,489,760 over the five additional years.

**Impact to Cities/County**

Approval of the five-year extension will enable OCFA to continue providing ARFF Services to JWA, while also recovering the costs associated with the provision of service.

**Fiscal Impact**

The revenue to OCFA associated with the current JWA contract of \$4,810,552 is included in the FY 2017/18 Adopted Budget. The maximum contract value (revenue to OCFA) for the proposed five-year extension is \$26,489,760 (Attachments 2 and 3).

**Background**

On-site ARFF services have been provided to JWA Airport from Fire Station 33 located to the north of the runways since the addition of commercial aviation. These contract services include emergency response to aircraft crashes (firefighting and rescue), fuel spill mitigation, refueler vehicle inspections, and many other aspects of emergency planning and services delivery.

Additional background information regarding ARFF services and the nature of the OCFA-JWA contract is provided in the attached Frequently Asked Questions (Attachment 4).

Our current Agreement with JWA was originally executed in 2002 for a term of three years. The Agreement was subsequently amended and renewed on six occasions to update the overhead rate, institute a cap and recapture provision for annual contract increases, modify staffing levels, and extend the contract duration. The original Agreement and Amendments No. 1 through 6 are provided as Attachment 5.

Airport Administration and OCFA staff have been discussing a proposed extension of the contract, reflected as Amendment No. 7, to continue all provisions of the current Agreement, extending the term for five (5) additional years through November 30, 2022 (Attachment 1), and increasing the cap on costs by \$26,489,760 to cover that five year period (see Attachment 2.) Proposed Amendment No. 7 has been reviewed and approved as to form by General Counsel, and will be considered by the County Board of Supervisors at a future meeting.

**Attachment(s)**

1. Proposed Amendment No. 7 – ARFF Services Agreement
2. Maximum Annual Contract Values (December 1, 2017–November 30, 2022)
3. Cumulative Contract Value (July 1, 2002–November 30, 2022)
4. Frequently Asked Questions
5. Original Aircraft Rescue Fire Fighting Services Agreement for John Wayne Airport, including Amendments No. 1 through 6

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**AMENDMENT NUMBER SEVEN  
TO  
AGREEMENT NO. S1000000270  
BETWEEN  
COUNTY OF ORANGE, JOHN WAYNE AIRPORT  
AND  
ORANGE COUNTY FIRE AUTHORITY  
FOR AIRCRAFT RESCUE FIRE FIGHTING SERVICES**

THIS AMENDMENT Number Seven, hereinafter referred to as "AMENDMENT", is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority, a California Joint Powers Authority, hereinafter referred to as "OCFA", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

**RECITALS**

**WHEREAS**, COUNTY and OCFA entered into Agreement S1000000270, effective July 1, 2002, through June 30, 2005, for Aircraft Rescue Fire Fighting Services (ARFF) with actual charges of \$10,317,009, hereinafter referred to as "AGREEMENT"; and,

**WHEREAS**, PARTIES executed Amendment Number One to modify the overhead rate and to extend the AGREEMENT for one (1) additional year, effective July 1, 2005, through and including June 30, 2006, with actual charges of \$3,994,977; and,

**WHEREAS**, PARTIES executed Amendment Number Two to extend the AGREEMENT for two (2) additional months, effective July 1, 2006, through and including August 31, 2006, with actual charges of \$667,815; and,

**WHEREAS**, PARTIES executed Amendment Number Three to further modify the overhead rate, to institute a 4% cap on annual adjustments, and to extend the AGREEMENT for five (5) additional years, effective September 1, 2006, through and including August 31, 2011, with actual charges of \$21,488,863; and,

**WHEREAS**, PARTIES executed Amendment Number Four to extend the AGREEMENT for three (3) additional months, effective September 1, 2011, through and including November 30, 2011, with actual charges of \$1,186,391; and,

**WHEREAS**, PARTIES executed Amendment Number Five to extend the AGREEMENT for one (1) additional year, effective December 1, 2011, through and including November 30, 2012, with actual charges of \$4,824,657; and,

**WHEREAS**, PARTIES executed Amendment Number Six to extend the AGREEMENT for five (5) additional years, effective December 1, 2012, through and including November 30, 2017, with actual charges of \$22,136,111; and,

**WHEREAS**, both PARTIES are desirous to extend the TERM OF AGREEMENT for five (5) additional years.

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both COUNTY and OCFA agree as follows:

**ARTICLES**

The AGREEMENT is hereby modified as follows:

1. Extend TERM OF AGREEMENT expiration date through and including November 30, 2022.
2. Increase AGREEMENT by a not to exceed amount of \$26,489,760 for a new total amount not to exceed \$91,105,584 for the 20 years and 5 months of the AGREEMENT.
3. Except as amended herein, all terms and conditions of the AGREEMENT as amended by Amendments Number One through Six, are incorporated by this reference as if fully set forth herein and shall remain in force.

***IN WITNESS WHEREOF***, PARTIES hereto have executed this AMENDMENT on the dates shown adjacent to their respective signatures below.

**ORANGE COUNTY FIRE AUTHORITY:**

	Jeff Bowman	Fire Chief	06/22/17
Signature	Print Name	Title	Date

**COUNTY AUTHORIZED SIGNATURE:**

Signature	Print Name	Title	Date
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**APPROVED AS TO FORM:**

Orange County Fire Authority

David Kendig	Date
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**APPROVED AS TO FORM:**

Office of the County Counsel  
County of Orange, California

	Date
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Approved by Board of Supervisors on: \_\_\_\_\_

**Orange County Fire Authority  
John Wayne Airport ARFF Charges  
Proposed Amendment No. 7**

**Maximum Annual Contract Values - December 1, 2017 - November 30, 2022**

*Calculation of Year 1 ARFF Contract Value:*

<b>FY 2017/18 ARFF Contract</b>	<b>Monthly Value</b>	<b>Applicable Months</b>	<b># Months</b>	<b>Total</b>
Base Year Contract Value = \$4,810,552	400,879.33	Dec 2017 - June 2018	7	2,806,155
Add 4% Annual Increase eff. FY 2018/19	416,914.51	July 2018 - Nov 2018	5	2,084,573
<b>Initial Contract Year (Dec 2017 - Nov 2018)</b>				<b>4,890,728</b>

*Calculation of 5-Year ARFF Contract Value:*

<b>ARFF Contract Value - Proposed Five-Year Extension</b>			<b>Maximum (Capped) Contract Value per Year</b>
Year 1	Dec 2017 - Nov 2018		4,890,728
Year 2	Dec 2018 - Nov 2019		5,086,357
Year 3	Dec 2019 - Nov 2020		5,289,811
Year 4	Dec 2020 - Nov 2021		5,501,404
Year 5	Dec 2021 - Nov 2022		5,721,460
<b>Total Maximum Contract Value for Proposed Five-Year Extension</b>			<b>26,489,760</b>

**Orange County Fire Authority  
John Wayne Airport ARFF Charges  
Proposed Amendment No. 7**

**Cumulative Contract Value - July 1, 2002 - November 30, 2022**

<b>Contract</b>	<b>Duration</b>	<b>Dates</b>	<b>Actual Charges</b>	<b>Projected Charges</b>	<b>Cumulative Total</b>
Original	3 years	July 1, 2002 - June 30, 2005	10,317,009		10,317,009
Amend. No. 1	1 year	July 1, 2005 - June 30, 2006	3,994,977		14,311,986
Amend. No. 2	2 months	July 1, 2006 - August 31, 2006	667,815		14,979,801
Amend. No. 3	5 years	September 1, 2006 - August 31, 2011	21,488,863		36,468,664
Amend. No. 4	3 months	September 1, 2011 - November 30, 2011	1,186,391		37,655,055
Amend. No. 5	1 year	December 1, 2011 - November 30, 2012	4,824,657		42,479,712
Amend. No. 6	5 years	December 1, 2012 - November 30, 2017	22,136,111		64,615,823
<b>Amend. No. 7</b>	<b>5 years</b>	<b>December 1, 2017 - November 30, 2022</b>		<b>26,489,760</b>	<b>91,105,584</b>

**Cumulative Duration = 20 years, 5 months of service**

## JWA/OCFA ARFF SERVICES CONTRACT FREQUENTLY ASKED QUESTIONS

### 1. What portions of the John Wayne Airport (JWA) are served by the proposed Aircraft Rescue Fire Fighting (ARFF) contract?

Our contract with JWA is a contract for services to the Aircraft Movement Areas (i.e., runways, taxiways) of the airport, as opposed to services to the terminals and facilities of the airport.

- a. Aircraft Movement Areas (Runways) - Aircraft Rescue Fire Fighting Services:** ARFF services are provided by contract to the Aircraft Movement Area of the airport. These services are *not* OCFA's obligation to provide as a first responder, unless committed via an ARFF contract. A renewed ARFF contract is the subject of this agenda item, and is subject to periodic negotiation between OCFA and JWA. The airport is not required to contract with OCFA for ARFF services.
- b. Terminal & Facilities - Fire & Emergency Medical Services:** Services provided to the terminal and facilities of the airport are OCFA's responsibility since the facilities are within County unincorporated area; OCFA is committed to serving County unincorporated areas via the Joint Powers Authority (JPA) Agreement.

### 2. How does this proposed ARFF contract relate to our JPA Agreement?

The proposed ARFF contract with JWA is separate from the JPA Agreement between our 23 partner cities and the County. It is a cost-recovery contract meaning revenues received by OCFA cover the expenses we incur to provide the contracted services. We are a "vendor" to JWA in that we provide staffing for JWA-owned ARFF apparatus and equipment based at a JWA-owned facility per Federal Aviation Administration requirements, and in accordance with our ARFF agreement.

### 3. Can the airport seek bids from other providers?

Yes, but legally the airport can only contract with the OCFA or another public agency.

### 4. What is the daily staffing level provided by OCFA to JWA for the ARFF Contract?

Daily staffing includes 1 Captain, 2 Engineers, and 3 Firefighters. These personnel staff 3 vehicles with 6,120 gallons of foam, as follows:

Unit	Type	Owner	Capacity	Staffing
Crash 1	Rapid Intervention Vehicle 2011 Ford/Oshkosh	JWA	500 Pounds – Dry Chemical 120 Gallons – Foam	1 Captain 1 Firefighter
Crash 4	3,000 Gallon ARFF Unit 1996 Oshkosh	JWA	500 Pounds – Dry Chemical 3,000 Gallons – Foam	1 Engineer 1 Firefighter
Crash 5	3,000 Gallon ARFF Unit w/Snozzle 2003 Oshkosh	JWA	500 Pounds – Dry Chemical 3,000 Gallons – Foam	1 Engineer 1 Firefighter

**AGREEMENT No. S1000000270**

**FOR**

**AIRCRAFT RESCUE FIRE FIGHTING (ARFF)  
SERVICES**

**FOR**

**JOHN WAYNE AIRPORT**

**WITH**

**ORANGE COUNTY FIRE AUTHORITY**



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### AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES No. S1000000270

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### **EXHIBITS**

Exhibit A – Scope of Work  
Attachment #1, Definitions

## **AGREEMENT FOR AIRCRAFT RESCUE FIRE FIGHTING (ARFF) AT JOHN WAYNE AIRPORT**

THIS AGREEMENT is made and entered into as of the date fully executed by and between the Orange County Fire Authority, hereinafter referred to as "OCFA", and the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as AIRPORT.

### **RECITALS**

WHEREAS, the OCFA has extensive experience providing Aircraft Rescue Fire Fighting (ARFF) services; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a contract for the continued ARFF services for John Wayne Airport (JWA);

NOW, THEREFORE, the parties mutually agree as follows:

#### **1. SCOPE OF AGREEMENT**

This Agreement sets the terms of agreement reached between the AIRPORT and the OCFA for Aircraft Rescue and Fire Fighting (ARFF) services provided to AIRPORT, by the OCFA.

THE SERVICES REQUIRED ARE DESCRIBED IN THE DETAILED SCOPE OF WORK, WHICH IS MORE FULLY SET FORTH AND INCORPORATED HEREIN AS EXHIBIT A.

#### **2. TERM OF AGREEMENT**

This Agreement shall be for a **Three (3) Year Period** from the date this Agreement is fully executed and may be renewed by mutual agreement.

#### **3. PRECEDENCE**

The contract documents consist of this Agreement, its Exhibits and Attachments.

In the event of a conflict between the contract documents, the order of precedence shall be the provisions of the main body of this Agreement (i.e. those provisions set forth in the Recitals of this Agreement), and then the Exhibits, then the Attachments.

#### **4. CHANGES/EXTRA WORK/AMENDMENTS**

Neither Party to this Agreement may make changes to this Agreement without the other Party's written consent. This Agreement may be modified only by mutual written agreement of the parties with the approval of the respective boards or their designees.

The County Purchasing Agent or his designee shall issue said Amendment. The Fire Chief, or his designee, is authorized to make non-substantive amendments without Board of Directors' approval. Nothing herein shall prohibit OCFA from proceeding with the work or services set forth in Exhibit A.

#### **5. INDEMNIFICATION**

OCFA shall defend, indemnify and hold harmless AIRPORT and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and

costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of OCFA, its officers, employees or agents in the performance of services pursuant to this Agreement.

AIRPORT shall defend, indemnify and hold harmless OCFA and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of AIRPORT, its officers, employees or agents.

The provisions of this Paragraph (5) shall survive termination or expiration of this Agreement.

For purposes of this Paragraph (5), the Fire Chief shall be deemed to be an officer, employee, agent and representative of OCFA, and not of AIRPORT.

## **6. COMPENSATION AND TERMS OF PAYMENT**

### **Compensation:**

- a) The OCFA will provide AIRPORT with a detailed, written estimate of their proposed charge for the following fiscal year by February 1<sup>st</sup> of each year.

The estimated charge will be based on direct salaries and employee benefits costs budgeted by OCFA for employees assigned to Station 33 ARFF. It will also include an estimate for backfill overtime required for coverage during sick leave, vacation, or other absences that is based on prior year usage at Station 33 ARFF; An estimate of services and supplies (including vehicle repair); and overhead based on the agreed to rate of 12.84%.

After adoption of the OCFA's budget, OCFA will provide the AIRPORT with a final budget document that includes the same detail as the estimate provided in February.

- b) The charge for ARFF services will be billed to the AIRPORT monthly in arrears, based on the following actual costs:
1. Direct salaries and employee benefits will be based on actual employees assigned to Station 33 ARFF including backfill required for coverage during sick leave, vacation, or other absences.
  2. Overhead costs will be billed based on the agreed rate using the Indirect Cost Rate Proposal (ICRP) methodology. The agreed overhead rate (12.84%) will be applied to direct salaries and employee benefits.
  3. Direct services and supplies rendered to Station 33 ARFF will be billed based on actual costs of items provided. Individual vehicle repairs exceeding \$5,000 must have prior written approval by the AIRPORT.
  4. Depreciation of equipment used at Station 33 ARFF will be billed based on the annual depreciation amount if that equipment was purchased by the OCFA. The OCFA will, upon request, verify all equipment being depreciated under this Agreement (if applicable).
- c) Such amounts are due and payable within thirty (30) days of receipt of a billing thereof. Upon request, the OCFA will provide the AIRPORT with supporting documentation.
- d) OCFA, from time to time utilizes Airport Facilities (including, Airport's Fire Station 33) for training programs to train other than OCFA employees assigned to AIRPORT pursuant to this agreement. As compensation therefore, OCFA shall not charge Airport for any portion of OCFA's costs or debt service related to Regional Fire Operations and Training Center (RFOTC).

OCFA's use of AIRPORT facilities for training purposes requires the prior written approval of the Deputy Airport Director, Operations.

**7. AVAILABILITY OF FUNDS:**

Each payment obligation of the County is contingent upon the availability of Federal, State or local Government funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of the function performed by OCFA, the services directly or indirectly involved in the performance of that function may be terminated by the County at the end of the period for which funds are available. The County shall notify the OCFA at the earliest possible time of any product or service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Paragraph.

**8. TERMINATION**

Either party may terminate this Agreement by written notice. Such termination shall require a minimum six (6) months written notice prior to the actual termination of the Agreement.

The provision of services under this Agreement may be terminated by the Parties in accordance with this Paragraph in whole, or in part, whenever the Parties shall determine that such termination is in their best interest. Any such termination shall be effected by delivery of a Notice of Termination specifying the extent to which provision of services under the Agreement are terminated, and the date upon which such termination will become effective.

**9. RESPONSIBILITY OF THE OCFA**

OCFA shall perform such services as may be necessary to accomplish the services required to be performed under this Agreement and in accordance with the terms of this Agreement, and requirements as set forth in Exhibit A, Scope of Work.

The OCFA warrants that all persons employed by OCFA have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work.

**10. INSURANCE**

OCFA must provide evidence of insurance to meet the below listed AIRPORT requirements. If OCFA is self insured please provide a letter stating what is covered, and who manages and administers the self-insurance program.

The OCFA agrees to deposit with the AIRPORT prior to the provision of services under this AGREEMENT, Certificates of Insurance, including all endorsements required herein, necessary to satisfy the AIRPORT that the insurance provisions of this AGREEMENT have been complied with, and to keep such insurance and the certificates therefore on deposit with the AIRPORT during the entire term of this AGREEMENT.

The OCFA shall maintain insurance at OCFA'S expense acceptable to the AIRPORT in full force and effect throughout the term of this AGREEMENT. If the OCFA fails to maintain insurance acceptable to the AIRPORT for the full term of this AGREEMENT, the AIRPORT may terminate this AGREEMENT.

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States shall be A- (Secure Best's Rating) and VIII (Financial Size Category). OCFA will file with the AIRPORT, prior to the commencement of performance of services under this AGREEMENT, an original Certificate of Insurance and all required endorsements evidencing that coverage required by this AGREEMENT is in effect.

If the carrier is a non-admitted carrier in the State of California, County Executive Office/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the OCFA shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability, including liability coverage for OCFA maintained fire trucks and equipment.	\$1,000,000 combined single limit per occurrence
	\$2,000,000 Aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles.	\$1,000,000.00 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 per occurrence

Liability insurance required by this AGREEMENT shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

The County of Orange, John Wayne Airport shall be added as an additional insured on all insurance policies required by this AGREEMENT with respect to work done by the OCFA under the terms of this AGREEMENT (except Workers' Compensation and Employers' Liability). An additional insured endorsement evidencing that the County of Orange, John Wayne Airport, is an additional insured shall accompany the Certificate of Insurance.

OCFA agrees to insure all OCFA constructed buildings, facilities, improvements and personal property situated in, or on Station 33 ARFF against loss or damage by fire to at least 90% of its replacement cost, using a standard form fire insurance policy containing an "extended coverage" endorsement and to provide certificates evidencing such insurance to the AIRPORT as provided above.

All insurance policies required by this AGREEMENT shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the OCFA'S insurance is primary shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this AGREEMENT shall give the AIRPORT 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

All insurance policies required by this AGREEMENT shall waive all rights of subrogation against the County of Orange, John Wayne Airport and members of the Board of Supervisors and elective or appointive officers or employees when acting within the scope of their employment.

The Commercial General Liability policy shall contain a severability of interests clause.

The OCFA is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The OCFA will comply with such provisions and shall furnish the AIRPORT satisfactory evidence that the OCFA has secured, for the period of this AGREEMENT, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the AIRPORT at the address listed below for Notices.

The AIRPORT shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of AIRPORT, the insurance provisions in this AGREEMENT do not provide adequate protection for AIRPORT, AIRPORT may require OCFA to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. In the event of exceptional circumstances affecting the insurance market, the CEO/Risk Manager may modify the required coverage's on a temporary basis, until such time as CEO/Risk Manager deems insurance market conditions have softened and the required insurance coverage is available. CEO/Risk Manager's requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks, which exist at the time a change in insurance is required.

AIRPORT shall notify OCFA in writing of changes in the insurance requirements. If OCFA does not deposit copies of acceptable certificates of insurance and endorsements with AIRPORT incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in default without further notice to OCFA, and AIRPORT shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit OCFA'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**11. NOTICES**

Any and all notices, requests, demands and other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given (a) upon actual in-person delivery, if delivery is by direct hand; or (b) upon delivery agreed to as the actual day of receipt or no greater than four (4) calendar days after being mailed (the date of mailing shall count as the first day), whichever occurs first by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the appropriate party at the following address or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid:

<b>For OCFA:</b>	Name:	Orange County Fire Authority
	Address:	145 South Water Street Orange, CA 92866-2123
	Attn:	Chip Prather, Fire Chief
	Telephone:	714-289-3712
	Fax:	714-538-8359

<b>For County:</b>	Name:	County of Orange
	Address:	John Wayne Airport 3160 Airway Avenue Costa Mesa, CA 92626
	Attn:	Alan Murphy
	Telephone:	949-252-5183
	Fax:	949-252-5178

12. **VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect validity of any other provision of this Agreement.

13. **ENTIRE AGREEMENT**

This Agreement and its Exhibits contain the entire Agreement between the OCFA and the AIRPORT. All previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded with respect to services to be performed after the effective date of this Agreement, except to the extent that they have been incorporated into this Agreement. No future waiver of, exception to, addition to, or alteration of, any of the terms, conditions and provisions of this Agreement shall be considered valid unless specifically agreed to in writing.

No addition to, or alteration of the terms of this Agreement or any Exhibit(s), whether written or verbal, by the parties, their officers, agents or employees, shall be valid unless made in the form of a written Amendment to this Agreement, which shall be formally approved and executed by both parties.

Individual provisions of this Agreement, all duties and responsibilities of any party, which either expressly or by their nature extend into the future, shall extend beyond and survive the end of the contract term or termination of this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures below.

Orange County Fire Authority

DATE: 11-26-02

BY: [Signature]

TITLE: FIRE CHIEF  
"OCFA"

County of Orange, a Political Subdivision  
of the State of California

DATE: 12-12-02

BY: [Signature]

TITLE: Airport Director  
"County of Orange, John Wayne Airport"

APPROVED AS TO FORM:  
COUNTY COUNSEL

BY: [Signature] 12/16/02  
Deputy

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
OCFA COUNSEL

BY: [Signature]  
Terry C. Andrus

DATE: 11-13-02



EXHIBIT A  
SCOPE OF WORK  
AIRCRAFT RESCUE FIRE FIGHTING SERVICES  
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ATTACHMENT NO. 1                      DEFINITIONS

**EXHIBIT A**  
**SCOPE OF WORK**  
**AIRCRAFT RESCUE FIRE FIGHTING SERVICES**

**I. GENERAL:**

John Wayne Airport (hereinafter the AIRPORT) Management, under the direction of the Orange County Board of Supervisors and the County Executive Officer, has the responsibility of providing Aircraft Rescue Fire Fighting (ARFF) Services in accordance with Federal Aviation Regulations Part 139. These ARFF services are furnished to AIRPORT under a service contract with the Orange County Fire Authority (hereinafter the OCFA).

This ARFF Service Agreement sets forth the terms reached between AIRPORT and the OCFA for providing aircraft rescue fire fighting services to AIRPORT.

**II. PURPOSE:**

- 1) To provide well-supervised, qualified, and professional aircraft rescue fire fighting services at AIRPORT.
- 2) To provide aircraft rescue fire-fighting services in accordance with Federal Aviation Regulations Part 139.
- 3) To provide aircraft rescue and fire fighting services as directed by the Airport, with consideration given to the procedures recommended in Federal Aviation Administration (FAA) Advisory Circulars and International Fire Service Training Association (IFSTA) Manuals.
- 4) To maintain quality and responsiveness in the delivery of aircraft rescue fire fighting services.
- 5) To identify support functions provided to AIRPORT by the OCFA.
- 6) To identify support functions provided by AIRPORT to the OCFA for aircraft rescue fire fighting services.

**III. PROVISION OF SERVICES:**

In accordance with the preceding, the Director of the AIRPORT and the Fire Chief of the OCFA do mutually agree that ARFF services will be organized and provided as described in this document.

**A. Management of ARFF Services:**

ARFF services to the AIRPORT will be administered by one Battalion Chief assigned to the OCFA's Battalion 5, under the direction of a Division Chief, and the Assistant Chief of Operations. Day-to-day shift supervision will be provided by the on-duty shift Battalion Chief assigned to Battalion 5.

**B. Inter-Agency Lines of Communication:**

The AIRPORT and the OCFA will follow established lines of communication on issues affecting ARFF service. Matters related to modification or interpretation of this Agreement will be routed between the AIRPORT Director and OCFA Fire Chief. Matters of implementation and program administration will be handled by the designated ARFF Battalion Chief under the direction of the responsible Division Chief and the Deputy Airport Director, Operations. Day-to-day routine operational matters and management matters will be handled through the on-duty Battalion 5 Chief or the on-duty ARFF Captain and the AIRPORT on-duty Operations Manager.

**C. Automatic/Mutual Aid Agreements:**

The OCFA will establish and maintain local automatic aid and mutual aid agreements with surrounding cities for response to major incidents. The OCFA, as the Orange County Fire Services Master Mutual Aid Coordinator, will maintain a mutual aid plan that outlines policies, procedures, resources, and personnel information. This plan will be designed to assist local, county, state and federal fire service agencies in preparing for major emergencies. *The Orange County Fire Services Operational Area Mutual Aid Plan* will be an extension of and supportive of the *California Fire Services and Rescue Emergency Mutual Aid Plan*.

D. OCFA Response to Aircraft Emergencies at the AIRPORT :

The OCFA will provide in addition to the ARFF resources described in this Agreement, additional fire, medical, rescue, support, and command resources to aircraft and aircraft related emergencies at the AIRPORT. The OCFA will determine the amount and type of resources required for each category of aircraft and type of emergency. The OCFA will advise the AIRPORT of the established resource response and of any changes to that response.

E. JWA Emergency/Disaster Planning:

Emergency Planning is the responsibility of the AIRPORT as required under Federal Aviation Regulation, Subpart C, Section 139.201. The OCFA, as the provider of aircraft rescue fire fighting service, will assist the AIRPORT in emergency planning.

F. OCFA Representation on AIRPORT Committees:

OCFA representation on AIRPORT committees as requested by the AIRPORT will be appointed at the appropriate level based on availability of personnel.

G. Security Access and Identification, Airport Drivers; License:

All OCFA personnel regularly assigned to ARFF assignments, or regularly assigned as relief ARFF staff, will complete the application and training required to obtain a security access and identification badge. Security identification badges will be displayed when operating on AIRPORT property. Any OCFA employee who regularly operates an unescorted vehicle on AIRPORT property will successfully complete all requirements for an airport drivers' license. The AIRPORT will provide all required training and security access and identification badges at no cost to the OCFA, except that a replacement fee will be charged for any lost badge for which the replacement fee applies. The replacement badge fee may be paid by the OCFA employee or the OCFA, at the discretion of the OCFA.

H. FAA ATC Tower and JWA Administration Letter of Agreement:

The AIRPORT will specify in a Letter of Agreement between the Federal Aviation Administration and AIRPORT Administration, with concurrence of the OCFA the responsibilities and procedures for immediate, safe, and efficient ARFF response at the AIRPORT. Specific subjects addressed will include, but are not limited to emergency alarm systems and testing, emergency notifications, aircraft categories and alert types, tower communications and drill notifications, and OCFA use of Air Traffic Control Tower frequencies. This Letter of Agreement will be reviewed periodically, with mutually agreed revisions made, as needed.

I. Maintenance of ARFF Records and Operations Inspections:

The OCFA will maintain current and past records and documentation of fire prevention, training, and operational activities as required by FAA regulation, OCFA standard procedures, and AIRPORT standard procedures. Such records will be made available for periodic inspection as required.

The OCFA will participate in the periodic inspection and evaluation of AIRPORT facilities, equipment and operations by the FAA, as directed by the AIRPORT.

**IV. ARFF STAFFING:**

A. ARFF Qualified Staffing:

The OCFA will provide ARFF-qualified personnel who will operate out of Fire Station 33, an AIRPORT owned facility, at the shift staffing level as defined in this agreement. The OCFA will ensure that the staffing required by this Agreement is maintained at all times, except as may be periodically necessary. Any temporary reduction in normal staffing will be done with the prior approval of the Deputy Airport Director, Operations. Such approval will be obtained as soon as possible for any temporary reduction in staffing due to an unforeseen emergency. Full staffing will be reinstated as quickly as possible.

The OCFA will determine specific staffing levels for individual ARFF units with the concurrence of the Deputy Airport Director, Operations.

Regular Daily Staffing

The following is the constant staffing level of OCFA Aircraft Rescue Fire Fighting (ARFF) personnel assigned to John Wayne Airport ARFF pursuant to this Agreement.

Classification

Fire Captain	1
Fire Apparatus Engineer	3
Firefighter	3

B. ARFF Qualified Relief:

In order to provide sufficient personnel to provide constant qualified staffing of the ARFF function, the AIRPORT and the OCFA will jointly determine the number of additional OCFA personnel who will be provided with appropriate training to perform as ARFF qualified relief. Such personnel will be of the rank required for the position filled. The Assistant Chief of Operations will determine the number of ARFF relief personnel with the concurrence of the Deputy Airport Director, Operations.

**V. ARFF APPARATUS AND EQUIPMENT**

A. ARFF Apparatus and Equipment:

The AIRPORT will be responsible for providing ARFF apparatus to be operated by OCFA personnel. Apparatus provided will include a full compliment of ARFF specific equipment, including required personal protective equipment, communications equipment, rescue tools, and fire suppression agents. These purchases may be made either through the OCFA or AIRPORT purchasing procedures. The Deputy Airport Director, Operations must provide written approval prior to any purchase made directly by OCFA which exceeds \$5,000.00. The Deputy Airport Director, Operations, shall approve all purchases made directly by AIRPORT.

The AIRPORT will provide the number and type of ARFF apparatus required by FAR 139 for John Wayne Airport and, in addition, one (1) ARFF heavy fire truck with at least 1500 gallon water capacity as a relief unit. Additional ARFF vehicles and support vehicles may be provided for use on the AIRPORT by the AIRPORT or by the OCFA by agreement of the Airport Director and the OCFA Fire Chief. All specialized ARFF apparatus purchased under Part 139 requirements will, at a minimum, meet the specifications described in the FAA Advisory Circular for ARFF vehicles applicable at the time they are ordered or purchased.

The OCFA is not obligated to provide ARFF specialized apparatus, or other fire apparatus for use on or by the AIRPORT, except as specified in this Agreement.

B. ARFF Apparatus and Equipment, Maintenance:

The OCFA will service, maintain, and repair all ARFF apparatus and equipment owned by AIRPORT and operated by the OCFA. Regular apparatus and equipment preventive maintenance and repairs will be completed by the OCFA's Automotive Section, or by authorized repair vendors under contract with the OCFA. The Deputy Airport Director, Operations must provide written approval prior to any repair of AIRPORT owned ARFF vehicles when the estimated repair exceeds \$5,000.00. The labor costs related to such repairs are included in the agreed to overhead rate; therefore, OCFA shall bill AIRPORT only for parts, materials, and contracted repair costs.

C. ARFF Apparatus and Equipment, Replacement:

The OCFA and the AIRPORT will regularly review the serviceability and performance of AIRPORT ARFF apparatus. The OCFA will use its standard fleet management procedures to recommend to the

AIRPORT rotation into relief status or replacement of apparatus. The OCFA may, at its discretion, discontinue its responsibility for the maintenance and operation of an ARFF apparatus if, in the opinion of the OCFA Automotive Section manager and the ARFF Battalion Chief, the vehicle does not meet safety or serviceability standards.

Recommended ARFF apparatus and equipment replacement will be identified during the annual budget development process of the AIRPORT and the OCFA.

D. ARFF Fire Suppression Agents:

Fire suppression agents utilized at AIRPORT will meet the requirements of FAR Part 139. ARFF fire suppression agents will be normally purchased through the OCFA's purchasing procedures. The OCFA will be responsible for maintaining vendor contracts. The OCFA will maintain ample quantities of each type of agent to satisfy FAA requirements, training, and emergency needs. Costs of agents used for aircraft rescue and firefighting operations, ARFF training, or flammable liquid emergencies on the AIRPORT will be paid for by the AIRPORT.

E. ARFF Personal Protective Clothing and Equipment:

ARFF personal protective clothing and equipment, when not provided as part of ARFF apparatus purchases, may be purchased either through the OCFA or AIRPORT purchasing procedures. Personal protective clothing and equipment will meet, or exceed National Fire Protection Association (NFPA) recommended standards at the time of purchase. The OCFA will assure that all ARFF protective clothing and equipment is serviceable and in proper working order. ARFF personal protective clothing and equipment will be paid for by the AIRPORT, upon prior written approval. The OCFA will be responsible for the costs of providing any other types of fire fighting clothing and equipment to personnel assigned to the AIRPORT.

F. Fuel:

The AIRPORT will provide all fuel for equipment, apparatus, and vehicles covered by this section at no cost to the OCFA.

**VI. ARFF OPERATIONS**

A. Personnel Safety and Security:

The OCFA will conduct all operations with the safety and security of the public, OCFA, Sheriff, and AIRPORT personnel as its first priority.

The OCFA will work with the AIRPORT and Sheriff personnel to establish and maintain perimeter safety zones around each incident and strictly limit entry to those personnel trained and equipped to operate in hazardous conditions. The OCFA will assist in maintaining AIRPORT security measures including limiting access to secure AIRPORT areas.

B. Policy and Procedures:

The ARFF services provided by OCFA will comply with operational requirements established under FAR 139. The OCFA will observe all requirements of the AIRPORT's Certification Manual, Security Plan and Airport Rules and Regulations, which apply, to ARFF services.

C. ARFF Response:

OCFA ARFF emergency operations at John Wayne Airport will, at a minimum, be conducted in compliance with operational requirements established under FAR 139.

ARFF and airport emergency operations will be conducted in accordance with OCFA Standard Operating Procedure (SOP) for *Aircraft Incident Operations* and using known and currently recognized fire service practices.



The SOP for Aircraft Incident Operations will not be modified without the concurrence of the Deputy Airport Director, Operations.

For incidents off Airport, the AIRPORT will provide an AIRPORT Liaison to the Incident Commander for aircraft incidents involving aircraft departing from, or enroute to the AIRPORT.

D. Incident Command and AIRPORT Emergency Operations Center (EOC):

The OCFA utilizes the Incident Command System for incident management. The on-scene OCFA Incident Commander will have authority and control over an incident until such time as the incident scene is stabilized and declared safe. The OCFA Incident Commander will establish contact and work in cooperation with the AIRPORT, Orange County Sheriff's Department, Federal Aviation Administration, National Transportation Safety Board (NTSB), and other appropriate personnel during incident operations. The AIRPORT Public Information Officer will be the lead media contact for any incident on the airport and aviation incidents in the immediate vicinity of the airport.

When activated, the AIRPORT Emergency Operations Center (EOC) will be the official coordination point for AIRPORT emergency functions. Upon notification of EOC activation the OCFA Emergency Communications Center, or the Incident Commander, will assign a fire representative to the EOC. The OCFA Incident Commander will maintain contact with the EOC to request AIRPORT resources, and will provide periodic updates on incident status. The OCFA Incident Commander will work with the EOC to transition the incident, as it becomes stabilized, from OCFA control to AIRPORT, or other appropriate agency control.

E. Aircraft Removal/Wreckage Preservation:

OCFA ARFF personnel will operate an AIRPORT owned mobile crane and other equipment for the removal of light aircraft from taxiways and runways. OCFA personnel will only move aircraft at the direction of on-scene AIRPORT Operations managers, or their designees. The OCFA does not assume liability for damages that result from crane operations.

OCFA personnel will take reasonable precautions to preserve aircraft wreckage for post-incident investigation.

F. Extraordinary Operations:

The OCFA and AIRPORT agree to cooperate in providing additional ARFF personnel to staff relief apparatus during times of extraordinary AIRPORT operations. Extraordinary operations may include, but are not limited to temporary increases in AIRPORT index, increased security alerts, or diversion of flights from other airports. An increase in ARFF staffing must be approved by the OCFA's Assistant Chief of Operations and the Deputy Airport Director, Operations, or their designees. The AIRPORT will pay for costs of extraordinary operations.

G. Hazardous Materials Spills:

OCFA personnel assigned to Fire Station 33 will respond to all reported hazardous materials spills on AIRPORT. ARFF personnel will take necessary actions to control or mitigate the hazard and standby for responsible party cleanup. The AIRPORT, as an entity of the County of Orange, may receive the services of the Orange County-City Hazardous Materials Emergency Response Authority (OCCHMERA) under the provisions of the OCCHMERA Agreement.

H. Aircraft Incidents in Nearby Water and Wetland Areas:

ARFF response to any aircraft crash incident into nearby water and wetland areas will be conducted according to the procedures in OCFA Standard Operating Procedure, *Aircraft Incident Operations*.

Neither the AIRPORT nor the OCFA is obligated to provide specialized water rescue resources or personnel as part of this Agreement. In the event of an aircraft incident in the Upper or Lower Newport Bay area, or into the ocean, the OCFA may provide technical rescue personnel, to assist in water rescue operations.

I. ARFF Unit Response to Non-Aircraft Emergencies on the Airport:

ARFF units as specified in OCFA response guidelines will be dispatched to reported fires, hazardous materials incidents, medical emergencies, and automatic fire alarm incidents on the AIRPORT property. During all such incidents ARFF units and personnel will remain available for immediate response to declared aircraft emergencies.

**VII. COMMUNICATIONS**

A. Fire Communications and Alarm Systems:

The OCFA will provide for the installation, maintenance, replacement, and upgrading of all station alarm, radio, computers, network devices, and communications equipment necessary for fire agency resource communications including; dispatch computers, mobile and portable radios, mobile data terminals and pagers. The cost of any equipment and the cost of installation and maintenance of such equipment in AIRPORT owned apparatus or fire stations would be paid for by the AIRPORT.

B. AIRPORT Communications and Alarm Systems:

The AIRPORT will provide for the installation, maintenance, replacement, and upgrading of all station alarm, radio, and equipment necessary for communications with the Air Traffic Control Tower (ATC), aircraft, and AIRPORT Administration.

The AIRPORT shall provide such communications equipment as required by the OCFA for OCFA locations and units used directly and regularly in command or support of ARFF operations at the AIRPORT, including, but not limited to the OCFA's Emergency Communications Center, and the Battalion 5 Chief's vehicle. The AIRPORT may, at its discretion, provide such communications equipment as requested by the OCFA for other locations and units providing support to ARFF operations.

Use of AIRPORT administrative, aircraft, and ATC frequencies by the OCFA must be approved by the Airport Director, or designee, and by the Federal Aviation Administration as required by regulation.

C. AIRPORT, Fire and FAA Radio Procedures:

The OCFA and the AIRPORT will establish operational radio procedures for routine and emergency ARFF operations that will be followed by ARFF personnel and by OCFA ARFF command and support personnel. All emergency radio communications will be conducted according to the procedures described in OCFA Standard Operating Procedures, Airport Certification Manual, and other relevant regulations.

**VIII. TRAINING PROGRAM**

A. ARFF Certification Training:

All OCFA personnel in ARFF assignments will meet the minimum training and certification standards of the OCFA. The OCFA will assure that all personnel assigned to Fire Station 33 are trained in aircraft rescue and fire fighting. This training curriculum shall include initial and recurrent instruction in all areas listed in FAR Part 139. ARFF training will be based upon state or national ARFF standards. The minimum training requirements for ARFF certification will be jointly determined by agreement of the OCFA Assistant Chief of Operations and the Deputy Airport Director, Operations.

B. Additional Federal and State Mandated Training:

The OCFA shall provide all additional Federal and State mandated Firefighter and ARFF Firefighter training to personnel assigned to Fire Station 33.



C. Training Costs:

Costs associated with specialized ARFF training for regularly assigned and ARFF qualified relief personnel will be paid for by the AIRPORT. All specialized ARFF training must have prior written approval by the Deputy Airport Director, Operations.

**IX. FACILITIES**

A. Fire Station:

The AIRPORT will provide a suitable fire station for use by the OCFA in the provision of ARFF services. This facility, including all utility services and repairs, will be provided at no cost to the OCFA.

B. Fire Station Equipment and Furnishings:

The AIRPORT will provide necessary equipment and furnishings for the operation of the fire station and these items shall be the property of the AIRPORT.

The OCFA, at its option and cost, may provide at its discretion additional equipment or replacement items necessary for the operation of the fire station. Such items shall remain the property of the OCFA.

The property and inventory tracking and management procedures of the AIRPORT and OCFA will be used, as appropriate to ownership, for all designated property.

C. Fire Station Supplies:

The OCFA will provide all facility supplies utilized at the fire station. Supplies are defined as non-controlled expendable items and housekeeping equipment. The cost of such items will be paid for by the AIRPORT.

D. Facilities Maintenance:

The AIRPORT will maintain the fire station to a standard acceptable to AIRPORT Management and the OCFA. Facility maintenance and repairs will be requested, documented and conducted according to the AIRPORT procedures.

E. Facilities Capital Projects:

Capital projects associated with the fire station will be planned, budgeted and completed by AIRPORT in consultation with the ARFF Battalion Chief according to AIRPORT procedures.

**X. FIRE AND LIFE SAFETY INSPECTION AND SPECIAL PROGRAMS**

A. Uniform Fire Code Enforcement:

The OCFA is responsible and authorized to administer and enforce the Uniform Fire Code as adopted by the Orange County Board of Supervisors for all property, businesses, and operations within the jurisdiction of the OCFA located on the AIRPORT. Personnel assigned to ARFF under this Agreement will provide, or assist in the provision of fire code enforcement inspections of AIRPORT property and other occupancies located on the airport property.

B. Fee Program/Health & Safety Code Sec. 13009 Recovery:

The AIRPORT is exempt from fire prevention fees normally imposed for required OCFA permits and for non-compliance with the applicable Uniform Fire Code. Privately owned or operated businesses, individual air carriers, and Fixed Base Operators are not exempt from such fees and also may be subject to California Health and Safety Code Section 13009, that allows public safety agencies to seek recovery for the costs of mitigating hazardous conditions caused as a result of negligent act or omission.

C. Fuel Storage, Handling and Dispensing:

OCFA personnel will inspect all fuel storage, handling, and dispensing facilities as needed, and at least quarterly for compliance with Uniform Fire Code and Federal Aviation Administration requirements. The OCFA will work in cooperation with operators of AIRPORT fuel storage, handling and dispensing facilities to insure compliance with Federal Aviation Administration fuel storage, handling, and dispensing requirements. OCFA fire prevention activities at the AIRPORT will be conducted according to the policies and procedures of the OCFA.

OCFA personnel will inspect all aircraft refueler vehicles as necessary, and at least quarterly for compliance with Uniform Fire Code and Uniform Fire Code Standard requirements.

D. Aircraft Refueler Training:

The OCFA ARFF personnel will provide operating safety and fire prevention classes for aircraft refueler employees of Fixed Base Operators and Refueler Operators at the AIRPORT. The AIRPORT is responsible for all costs and billing associated with these training classes.

E. AIRPORT Employee Safety Training:

The OCFA will provide safety training including, CPR and Fire Extinguisher training classes to AIRPORT employees and air carrier or Fixed Base Operators at the AIRPORT. These classes will be scheduled at the discretion of the ARFF Battalion Chief, based on the availability of resources and time commitments.

## ATTACHMENT NO. 1

### DEFINITIONS

The following terms as used in this Agreement shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

Adequate shall mean, able to satisfy a requirement; suitable.

Apparatus shall mean the specialized vehicles designed for use in suppression of fire, rescue, command of emergency incidents, and specialized support of emergency operations.

Appropriate shall mean, suitable for a particular person, condition, occasion, or place.

ARFF shall mean Aircraft Rescue and Fire Fighting and refers generally to the functions and services associated with the control and mitigation of crashes, fires, hazardous conditions, and other incidents related to the airport and aircraft operations.

ARFF Battalion Chief shall mean the Battalion 5 Chief assigned the responsibility for administration and management of the aircraft rescue fire fighting program.

ARFF Captain shall mean a regularly assigned or ARFF-qualified relief Fire Captain.

Automatic Aid shall mean written agreements for the response of available fire and rescue resources from other jurisdictions, or the resources responding as part of those agreements

Category I Aircraft shall mean any single engine general aviation aircraft.

Category II Aircraft shall mean any multi-engine aircraft weighing 12,500 lbs. or less.

Category III Aircraft shall mean any multi-engine aircraft weighing more than 12,500 lbs. and all jet aircraft including jet helicopters.

Certified shall mean to guarantee as meeting a standard.

Deputy Airport Director, Operations shall mean the person holding that title at John Wayne Airport or their designee.

Equipment shall mean the tools, appliances, and devices used for fire suppression, rescue, command, and support. Examples include, but are not limited to, nozzles, cutting tools, and air cylinders. It shall also mean those tools, appliances, and devices used in the day to day operation of the fire station; for example, grinders, clothes dryer, drill, and computers.

Extraordinary Operations shall mean a temporary increase in air carrier and/or AIRPORT operations beyond what is ordinary or usual.

Federal Aviation Regulations Part 139 (FAR 139) The United States Department of Transportation Federal Aviation Administration's regulations for: *Certification and Operations: Land Airports Serving Certain Air Carriers*.

First Line Service shall mean equipped, staffed and available for immediate response.

Furnishings shall mean furniture and related items needed for use and habitation of the fire station, including beds, curtains, partitions, chairs, desks, etc.

Hours of Flight Operations shall mean the period of time the AIRPORT is available for takeoffs or landings by aircraft.

Indirect Cost Rate Proposal (ICRP) shall mean the methodology used by the AUTHORITY in billing indirect costs for various reimbursement claims. This rate is calculated as a ratio of indirect costs to direct costs.

Immediate Vicinity shall mean a nearby, surrounding, or adjoining region. When used in relation to distance shall not exceed one mile from the AIRPORT perimeter.

Mutual Aid shall mean the exchange of emergency resources between jurisdictions under the statewide master mutual aid agreement.

Mutually Agreed shall mean having the same relationship each to the other to determine, by common consent, one opinion.

Occupant shall mean one who has certain legal rights to or control over the premises he occupies, tenant or owner.

Periods of Air Carrier Operations shall mean the period of time the AIRPORT is available for takeoffs or landings by commercial passenger air carrier aircraft.

Qualified shall mean competent, suited, or having met the requirements for a specific position or task.

Rank for Rank shall mean replacement of a person with another person holding the same rank.

Regularly Assigned shall mean an employee filling a post position in accordance with the normal transfer policy, not a relief employee.

Qualified Relief shall mean a qualified employee assigned to cover in the absence of a regularly assigned employee.

Relief Status shall mean apparatus or equipment available to be placed in first line service.

Responsible Party shall mean any person or group causing a hazardous condition as a result of a negligent act or omission.

Serviceable shall mean ready for service, usable.

**AMENDMENT NO. 1 TO  
AGREEMENT S1000000270  
FOR AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES  
AT JOHN WAYNE AIRPORT**

THIS AMENDMENT is made and entered into as of the date fully executed by and between the Orange County Fire Authority, hereinafter referred to as "OCFA", and the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "AIRPORT", which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

**RECITALS**

WHEREAS, the OCFA has extensive experience providing Aircraft Rescue Fire Fighting (ARFF) services; and

WHEREAS, the County of Orange Board of Supervisors through the Purchasing Agent or his designee entered into Agreement No. S1000000270, hereinafter referred to as "Agreement", with the OCFA for the continued ARFF services for John Wayne Airport (JWA) effective July 1, 2002; and

WHEREAS, both Parties are desirous to amend the Agreement to change the agreed upon overhead rate for compensation computation purposes and update the OCFA contact information;

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

- I. Section 6. Compensation and Terms of Payment of the Agreement shall be amended retroactively to July 1, 2005 to reduce the overhead rate and shall read in its entirety as follows:

**6. COMPENSATION AND TERMS OF PAYMENT**

**Compensation:**

- a) The OCFA will provide AIRPORT with a detailed, written estimate of their proposed charge for the following fiscal year by February 1, 2006.

The estimated charge will be based on direct salaries and employee benefits costs budgeted by OCFA for employees assigned to Station 33 ARFF. It will also include an estimate for backfill overtime required for coverage during sick leave, vacation, or other absences that is based on prior year usage at Station 33 ARFF; An estimate of services and supplies (including vehicle repair); and overhead based on the agreed to rate of 7.36%.

After adoption of the OCFA's budget, OCFA will provide the AIRPORT with a final budget document that includes the same detail as the estimate provided in February.

- b) The charge for ARFF services will be billed to the AIRPORT monthly in arrears, based on the following actual costs:
1. Direct salaries and employee benefits will be based on actual employees assigned to Station 33 ARFF including backfill required for coverage during sick leave, vacation, or other absences.
  2. Overhead costs will be billed based on the agreed rate using the Indirect Cost Rate Proposal (ICRP) methodology. The agreed overhead rate (7.36%) will be applied to

direct salaries and employee benefits.

3. Direct services and supplies rendered to Station 33 ARFF will be billed based on actual costs of items provided. Individual vehicle repairs exceeding \$5,000 must have prior written approval by the AIRPORT.
4. Depreciation of equipment used at Station 33 ARFF will be billed based on the annual depreciation amount if that equipment was purchased by the OCFA. The OCFA will, upon request, verify all equipment being depreciated under this Agreement (if applicable).
- c) Such amounts are due and payable within thirty (30) days of receipt of a billing thereof. Upon request, the OCFA will provide the AIRPORT with supporting documentation.
- d) OCFA, from time to time utilizes Airport Facilities (including, Airport's Fire Station 33) for training programs to train other than OCFA employees assigned to AIRPORT pursuant to this agreement. As compensation therefore, OCFA shall not charge Airport for any portion of OCFA's costs or debt service related to Regional Fire Operations and Training Center (RFOTC).

OCFA's use of AIRPORT facilities for training purposes requires the prior written approval of the Deputy Airport Director, Operations.

2. Section 11. Notices of the Agreement shall be amended to update OCFA contact information and shall read in its entirety as follows:

**11. NOTICES**

Any and all notices, requests, demands and other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given (a) upon actual in-person delivery, if delivery is by direct hand; or (b) upon delivery agreed to as the actual day of receipt or no greater than four (4) calendar days after being mailed (the date of mailing shall count as the first day), whichever occurs first by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the appropriate Party at the following address or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid:

**For OCFA:**      Name:            Orange County Fire Authority  
                         Address:        1 Fire Authority Road  
                                            Irvine, CA 92602  
                         Attn:            Chip Prather, Fire Chief  
                         Telephone:    714-573-6010  
                         Fax:             714-368-8800

**For County:**    Name:            County of Orange  
                                            John Wayne Airport  
                         Address:        3160 Airway Avenue  
                                            Costa Mesa, CA 92626  
                         Attn:            Alan L. Murphy  
                         Telephone:    949-252-5183  
                         Fax:             949-252-5178

3. All terms and conditions contained in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This

Amendment does not modify, alter or amend the Agreement in any other way whatsoever.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

Orange County Fire Authority

Date: 11-22-05

By: [Signature]  
Title: Fire Chief

County of Orange,  
a Political Subdivision of the State of California

Date: 11-29-05

By: [Signature]  
Title: Asst. Airport Director

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: [Signature]  
Deputy

Date: 11/29/05

APPROVED AS TO FORM:  
OCFA - General Counsel

By: [Signature]  
Terry C. Andrus

Date: October 24, 2005

**AMENDMENT NO. 2 TO  
AGREEMENT S1000000270  
FOR AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES  
AT JOHN WAYNE AIRPORT**

THIS AMENDMENT is made and entered into as of the date fully executed by and between the Orange County Fire Authority, hereinafter referred to as "OCFA", and the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "AIRPORT", which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

**RECITALS**

WHEREAS, the OCFA has extensive experience providing Aircraft Rescue Fire Fighting (ARFF) services; and

WHEREAS, the County of Orange Board of Supervisors through the Purchasing Agent or his designee entered into Agreement No. S1000000270, hereinafter referred to as "Agreement", with the OCFA for the continued ARFF services for John Wayne Airport (JWA) effective July 1, 2002; and

WHEREAS, the Airport and OCFA amended the Agreement to change the agreed upon overhead rate for compensation computation purposes and update the OCFA contact information; and

WHEREAS, both Parties are desirous to amend the Agreement to extend for two additional months;

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

1. The term of S1000000270 shall be extended for a period of two (2) months effective July 1, 2006 through August 31, 2006.
2. All terms and conditions contained in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter or amend the Agreement in any other way whatsoever.



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

Date: 8/7/06

Orange County Fire Authority  
By: [Signature]  
Title: Fire Chief

Date: 8.30.06

County of Orange,  
a Political Subdivision of the State of California  
By: [Signature]  
Title: Assistant Airport Director

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: [Signature]  
Deputy

Date: Aug 30, 2006

APPROVED AS TO FORM:  
OCFA

By: [Signature]  
Terry C. Andrus

Date: July 31, 2006

**AMENDMENT NO. 3 TO  
AGREEMENT NO. S1000000270  
FOR AIRCRAFT RESCUE FIRE FIGHTING (ARFF) SERVICES  
AT JOHN WAYNE AIRPORT**

THIS AMENDMENT is made and entered into as of the date fully executed by and between the Orange County Fire Authority, hereinafter referred to as "OCFA", and the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "AIRPORT", which are sometimes individually referred to as "Party" or collectively referred to as "Parties.

**RECITALS**

WHEREAS, the OCFA has extensive experience providing Aircraft Rescue Fire Fighting (ARFF) services; and

WHEREAS, the County of Orange Board of Supervisors through the Purchasing Agent or his designee has entered into Agreement No. S1000000270, hereinafter referred to as "Agreement", with the OCFA for continued ARFF services for the AIRPORT effective July 1, 2002; and

WHEREAS, the AIRPORT and the OCFA have previously amended the Agreement to change the agreed upon overhead rate for compensation computation purposes, update the OCFA contact information and extend the Agreement for two (2) additional months; and

WHEREAS, both Parties are desirous to amend the Agreement effective September 1, 2006 to extend the term, institute a cap on annual adjustments, and change the agreed upon overhead rate for compensation computation purposes;

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

1. Section 2. Term of Agreement shall be amended to extend the Agreement term for five (5) years and shall read in its entirety as follows:

2. **TERM OF AGREEMENT**

The term of Agreement S1000000270 shall be extended for a period of five (5) years effective September 1, 2006 through August 31, 2011..

2. Section 6. Compensation and Terms of Payment shall be amended to institute a cap on annual adjustments and reduce the overhead rate for compensation computation purposes and shall read in its entirety as follows:

6. **COMPENSATION AND TERMS OF PAYMENT**

**Compensation:**

- a) The charge for ARFF services for the 2006/07 fiscal year shall be four million, six thousand, eight hundred and ninety-one dollars (\$4,006,891).

- b) For future years, the charge for ARFF services will be based on the lesser of 1) or 2) below, and then adjusted by 3) below:
- 1) The sum of the following costs:
    - i. Direct salaries and employee benefits budgeted for actual employees assigned to Station 33 ARFF including backfill required for coverage during sick leave, vacation, or other absences.
    - ii. Overhead costs based on the overhead rate of 6.97% applied to direct salaries and employee benefits.
    - iii. Direct services and supplies rendered to Station 33 ARFF based on budgeted costs of items to be provided.
    - iv. Depreciation of equipment used at Station 33 ARFF based on the annual depreciation amount if that equipment was purchased by the OCFA. The OCFA will, upon request, verify all equipment being depreciated under this Agreement (if applicable).
  - 2) One hundred and four percent (104%) of the previous year's charge.
  - 3) Annual charges may be further adjusted based on the following:
    - i. In the event that method 1) above yields an increase greater than 4% over the previous year's charge, the increase over 4% will be recorded (or "banked") for future recapture in a subsequent year if and when cost increases are less than 4%.
    - ii. In the event that method 1) above yields an increase less than 4% over the previous year's charge, and if excess increases over 4% have been previously banked from prior years, the banked increase may be recaptured up to the 4% cap on current year increases.
    - iii. In the event that the AIRPORT requests any extraordinary Services and Supplies expenditures, OCFA will add those costs to the current year's charge for service upon obtaining prior written approval by the AIRPORT. This additional charge will be added over and above the 4% cap on annual increases and will not be included in the base charge calculation for the following year.
- c) The OCFA will provide AIRPORT with a detailed, written estimate of their proposed charge for the following fiscal year by February 1<sup>st</sup> of each year and the final charge will be provided by June 1<sup>st</sup> of each year.
- d) Annual charges for ARFF services will be billed to the AIRPORT monthly in arrears in an amount equal to one twelfth (1/12th) of the final service charge.
- e) Such amounts are due and payable within thirty (30) days of receipt of a billing thereof. Upon request, the OCFA will provide the AIRPORT with supporting documentation.

- f) OCFA, from time to time utilizes AIRPORT facilities (including AIRPORT's Fire Station 33) for training programs to train other than OCFA employees assigned to AIRPORT pursuant to this agreement. As compensation therefore, OCFA shall not charge AIRPORT for any portion of OCFA's costs or debt service related to Regional Fire Operations and Training Center (RFOTC).

OCFA's use of AIRPORT facilities for training purposes requires the prior written approval of the Deputy Airport Director, Operations.

3. All terms and conditions contained in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter, or amend the Agreement in any other way whatsoever.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 on the dates shown opposite their respective signatures below.

Date: 9/28/06

Orange County Fire Authority

By: 

Title: BOARD CHAIR  
"OCFA"

County of Orange, a Political Subdivision  
of the State of California

Date: 10/10/06

By: Loan Gibson

Title: Assistant Airport Director  
"County of Orange, John Wayne Airport"

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: Richard V. Quisenberry  
Deputy

Date: 10/10/06

APPROVED AS TO FORM:  
OCFA COUNSEL

By: Terry C. Andrus  
Terry C. Andrus

Date: 9-26-06

**AMENDMENT NUMBER FOUR  
TO  
AGREEMENT NO. S1000000270  
BETWEEN  
COUNTY OF ORANGE, JOHN WAYNE AIRPORT  
AND  
ORANGE COUNTY FIRE AUTHORITY  
FOR AIRCRAFT RESCUE FIRE FIGHTING SERVICES**

THIS AMENDMENT Number Four, hereinafter referred to as "AMENDMENT", is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority, hereinafter referred to as "OCFA", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

**RECITALS**

**WHEREAS**, COUNTY and OCFA entered into Agreement S1000000270 effective July 1, 2002 through June 30, 2005 for Aircraft Rescue Fire Fighting Services (ARFF) with actual charges of \$10,301,494, hereinafter referred to as "AGREEMENT"; and,

**WHEREAS**, PARTIES executed Amendment Number One to modify the overhead rate and to extend the AGREEMENT for one (1) additional year, effective July 1, 2005 through and including June 30, 2006, with actual charges of \$4,046,006; and,

**WHEREAS**, PARTIES executed Amendment Number Two to extend the AGREEMENT for two (2) additional months, effective July 1, 2006 through and including August 31, 2006, with actual charges of \$667,815; and,

**WHEREAS**, PARTIES executed Amendment Number Three to further modify the overhead rate, to institute a 4% cap on annual adjustments, and to extend the AGREEMENT for five (5) additional years, effective September 1, 2006 through and including August 31, 2011, with actual charges of \$21,418,017; and,

**WHEREAS**, both PARTIES are desirous to extend the AGREEMENT for three (3) additional months;

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both COUNTY and OCFA agree as follows:

**ARTICLES**

1. Extend AGREEMENT expiration date through and including November 30, 2011.
2. Increase AGREEMENT amount by \$1,186,391 (an increase less than the 4% cap on annual adjustments) for a new total amount of \$37,619,723 for the nine years and five months of the AGREEMENT.
3. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in force.

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IN WITNESS WHEREOF, PARTIES hereto have executed this CONTRACT on the dates shown below their respective signatures below.

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ORANGE COUNTY FIRE AUTHORITY

Keith Richter Keith Richter Fire Chief 8/25/11  
Signature Print Name Title Date

\_\_\_\_\_  
Signature Print Name Title Date

COUNTY AUTHORIZED SIGNATURE:

Roy K. Freeman Roy K. Freeman Deputy Airport Director 9/7/11  
Signature Print Name Title Date

APPROVED AS TO FORM  
Office of the County Counsel  
Orange County Fire Authority

Terry C. Andrus 8/17/11  
Terry C. Andrus Date

APPROVED AS TO FORM  
Office of the County Counsel  
County of Orange, California

Steve Miller 8/11/11  
Steve Miller, Deputy Date

Approved by Board of Supervisors on: 8/23/11  
Date

AMENDMENT NUMBER FIVE  
TO  
AGREEMENT NO. S1000000270  
BETWEEN  
COUNTY OF ORANGE, JOHN WAYNE AIRPORT  
AND  
ORANGE COUNTY FIRE AUTHORITY  
FOR AIRCRAFT RESCUE FIRE FIGHTING SERVICES

THIS AMENDMENT Number Five, hereinafter referred to as "AMENDMENT", is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority, hereinafter referred to as "OCFA", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

RECITALS

*WHEREAS*, COUNTY and OCFA entered into Agreement S1000000270 effective July 1, 2002 through June 30, 2005 for Aircraft Rescue Fire Fighting Services (ARFF) with actual charges of \$10,301,494, hereinafter referred to as "AGREEMENT"; and,

*WHEREAS*, PARTIES executed Amendment Number One to modify the overhead rate and to extend the AGREEMENT for one (1) additional year, effective July 1, 2005 through and including June 30, 2006, with actual charges of \$4,046,006; and,

*WHEREAS*, PARTIES executed Amendment Number Two to extend the AGREEMENT for two (2) additional months, effective July 1, 2006 through and including August 31, 2006, with actual charges of \$667,815; and,

*WHEREAS*, PARTIES executed Amendment Number Three to further modify the overhead rate, to institute a 4% cap on annual adjustments, and to extend the AGREEMENT for five (5) additional years, effective September 1, 2006 through and including August 31, 2011, with actual charges of \$21,418,017; and,

*WHEREAS*, PARTIES executed Amendment Number Four to extend the AGREEMENT for three (3) additional months, effective September 1, 2011 through and including November 30, 2011, with actual charges of \$1,186,391; and,

*WHEREAS*, both PARTIES are desirous to extend the AGREEMENT for one (1) additional year;

*NOW THEREFORE*, in consideration of the mutual obligations set forth herein, both COUNTY and OCFA agree as follows:

ARTICLES

1. Extend AGREEMENT expiration date through and including November 30, 2012.
2. Increase AGREEMENT amount by an amount not to exceed \$4,824,657, for a new total amount not to exceed \$42,444,380 for the ten years and five months of the AGREEMENT.
3. Pursuant to Section 6 of the AGREEMENT, OCFA will provide AIRPORT with a detailed written estimate of proposed FY 2012/13 monthly charges by February 1, 2012, and the final charge will be provided by June 1, 2012.
4. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in force.

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IN WITNESS WHEREOF, PARTIES hereto have executed this CONTRACT on the dates shown below their respective signatures below.

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ORANGE COUNTY FIRE AUTHORITY

Keith Richter      Keith Richter      Fire Chief      12/15/11  
Signature                      Print Name                      Title                      Date

\_\_\_\_\_  
Signature                      Print Name                      Title                      Date

COUNTY AUTHORIZED SIGNATURE:

Roy K. Freeman      Roy K. Freeman      Deputy Airport Director      12/20/11  
Signature                      Print Name                      Title                      Date

APPROVED AS TO FORM  
Orange County Fire Authority

Terry C. Andrus      11/23/11  
Terry C. Andrus                      Date

APPROVED AS TO FORM  
Office of the County Counsel  
County of Orange, California

Steve Miller      11/23/11  
Steve Miller, Deputy                      Date

Approved by Board of Supervisors on: 11/22/11  
Date



AMENDMENT NUMBER SIX  
TO  
AGREEMENT NO. S1000000270  
BETWEEN  
COUNTY OF ORANGE, JOHN WAYNE AIRPORT  
AND  
ORANGE COUNTY FIRE AUTHORITY  
FOR AIRCRAFT RESCUE FIRE FIGHTING SERVICES

THIS AMENDMENT Number Six, hereinafter referred to as "AMENDMENT", is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority, hereinafter referred to as "OCFA", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

RECITALS

**WHEREAS**, COUNTY and OCFA entered into Agreement S1000000270 effective July 1, 2002 through June 30, 2005 for Aircraft Rescue Fire Fighting Services (ARFF) with actual charges of \$10,317,009, hereinafter referred to as "AGREEMENT"; and,

**WHEREAS**, PARTIES executed Amendment Number One to modify the overhead rate and to extend the AGREEMENT for one (1) additional year, effective July 1, 2005 through and including June 30, 2006, with actual charges of \$3,994,977; and,

**WHEREAS**, PARTIES executed Amendment Number Two to extend the AGREEMENT for two (2) additional months, effective July 1, 2006 through and including August 31, 2006, with actual charges of \$667,815; and,

**WHEREAS**, PARTIES executed Amendment Number Three to further modify the overhead rate, to institute a 4% cap on annual adjustments, and to extend the AGREEMENT for five (5) additional years, effective September 1, 2006 through and including August 31, 2011, with actual charges of \$21,488,863; and,

**WHEREAS**, PARTIES executed Amendment Number Four to extend the AGREEMENT for three (3) additional months, effective September 1, 2011 through and including November 30, 2011, with an Agreement amount of \$1,186,391; and,

**WHEREAS**, PARTIES executed Amendment Number Five to extend the AGREEMENT for one (1) additional year, effective December 1, 2011 through and including November 30, 2012, in an amount not to exceed \$4,824,657; and,

**WHEREAS**, both PARTIES are desirous to extend the TERM OF AGREEMENT for five (5) additional years, modify Exhibit A – Section IV – ARFF STAFFING and modify Exhibit A – Section IX – FACILITIES to include a Maintenance Fund.

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both COUNTY and OCFA agree as follows:

ARTICLES

1. Extend TERM OF AGREEMENT expiration date through and including November 30, 2017.

2. Amend the Regular Daily Staffing identified in Exhibit A – Section IV – ARFF STAFFING to read as follows:

A. Regular Daily Staffing

The following is the constant staffing level of OCFA ARFF personnel assigned to JWA ARFF pursuant to this AGREEMENT.

Classification

Fire Captain	1
Fire Apparatus Engineer	2*
Firefighter	3

\* Reduction of one (1) Fire Apparatus Engineer per shift due to purchase of a Rapid Intervention Vehicle (RIV) by JWA for OCFA use.

3. Amend Exhibit A – Section IX – FACILITIES to read as follows:

A. Fire Station:

AIRPORT will provide a suitable fire station for use by OCFA in the provision of ARFF services. This facility including all utility services and repairs will be provided at no cost to OCFA.

B. Fire Station Equipment and Furnishings:

AIRPORT will provide necessary equipment and furnishings for the operation of the fire station and these items shall be the property of the AIRPORT.

OCFA, at its option and cost, may provide at its discretion additional equipment or replacement items necessary for the operation of the fire station. Such items shall remain the property of OCFA.

The property and inventory tracking and management procedures of the AIRPORT and OCFA will be used, as appropriate to ownership, for all designated property.

C. Fire Station Supplies:

OCFA will provide all facility supplies utilized at the fire station. Supplies are defined as non-controlled expendable items and housekeeping equipment. The cost of such items will be paid for by AIRPORT.

D. Facilities Maintenance:

AIRPORT will maintain the fire station to a standard acceptable to AIRPORT Management and OCFA.

E. Annual Maintenance Fund:

AIRPORT shall provide an annual maintenance fund for the purpose of providing OCFA the ability to repair/replace AIRPORT owned fire station equipment and furnishing and perform minor repairs on the fire station building.

AIRPORT shall make an initial payment to OCFA of \$15,000. This account shall be referred to as "AIRPORT'S Annual \$15,000 Maintenance Fund". Expended funds shall be replenished to \$15,000 by AIRPORT annually, and expended by OCFA in accordance with the following procedure:

- 1) OCFA shall submit a quote to AIRPORT Deputy Airport Director, Operations and AIRPORT Maintenance Manager for approval prior to any purchases or repairs.

- 2) Minor maintenance or repairs costing less than \$1,000 will be funded through the AIRPORT'S base Service Charge and, therefore, shall be paid by OCFA out of its General Fund. These repairs will not be charged to AIRPORT'S \$15,000 Maintenance Account.
- 3) Maintenance, repair, alteration, or improvement projects greater than \$1,000 but less than the remaining balance in AIRPORT'S Maintenance Account shall be paid from AIRPORT'S Maintenance Account.
- 4) Actual final invoice(s) will be submitted with the next OCFA monthly invoice.
- 5) It shall be the responsibility of OCFA to not exceed the \$15,000 in the AIRPORT'S Annual Maintenance Account.
- 6) At the end of this five-year CONTRACT period, an accounting of the AIRPORT'S \$15,000 Maintenance Fund will be conducted by the AIRPORT. Any funds remaining in the fund will be deducted from the OCFA final invoice for the CONTRACT period.

F. Facilities Capital Projects:

Capital projects associated with Fire Station 33 will be planned, budgeted and completed by AIRPORT in consultation with ARFF Program Manager (Battalion Chief) according to AIRPORT procedures.

4. Increase AGREEMENT by a not to exceed amount of \$23,675,813, including the AIRPORT'S Annual \$15,000 Maintenance Account, for a new total amount not to exceed \$66,155,525 for the 15 years and 5 months of the AGREEMENT.
5. Pursuant to Section 6 of the AGREEMENT, OCFA will provide AIRPORT with a detailed written estimate of proposed Fiscal Year 2013-14 monthly charges by February 1, 2013, and the final charge will be provided by June 1, 2013.
6. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in force.

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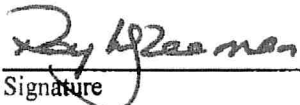
IN WITNESS WHEREOF, PARTIES hereto have executed this AMENDMENT on the dates shown below their respective signatures below.

## ORANGE COUNTY FIRE AUTHORITY:

	Keith Richter	Fire Chief	11/26/12
Signature	Print Name	Title	Date

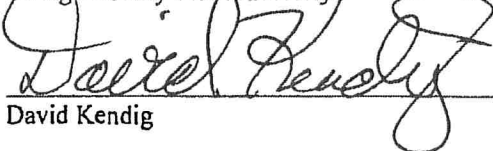
Signature	Print Name	Title	Date
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## COUNTY AUTHORIZED SIGNATURE:

	Roy K. Freeman	Deputy Airport Director	26 NOV 12
Signature	Print Name	Title	Date

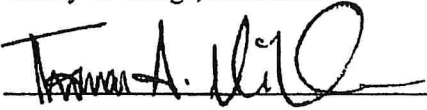
## APPROVED AS TO FORM:

Orange County Fire Authority

	11/26/12
David Kendig	Date

## APPROVED AS TO FORM:

Office of the County Counsel  
County of Orange, California

	11/19/12
	Date

Approved by Board of Supervisors on: 11/20/12