



# ORANGE COUNTY FIRE AUTHORITY

## REVISED AGENDA

**BOARD OF DIRECTORS REGULAR MEETING**  
**Thursday, March 22, 2018**  
**6:00 P.M.**

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

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

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



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

### **CALL TO ORDER**

**INVOCATION** by OCFA Chaplain Robert Benoun

**PLEDGE OF ALLEGIANCE** by Director Steggell

### **ROLL CALL**

### **1. PRESENTATIONS**

#### **Requests for Commendations and Proclamations**

Submitted by: Sherry Wentz, Clerk of the Authority

- A. Recognition of former OCFA Board Member Bill Nelson for his service.
- B. Recognition of former OCFA Board Chair Swift for her service.
- C. Recognition of the OCFA Budget Team as recipients of the Government Finance Officers Association's Distinguished Budget Presentation Award.

#### Recommended Action:

Approve request as submitted and make presentations to those present.

**PUBLIC COMMENTS**

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

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

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

**CLOSED SESSION****CS1. CONFERENCE WITH LABOR NEGOTIATOR**

Agency Designated Representative: Peter Brown, Liebert Cassidy and Whitmore  
Employee Organizations: Orange County Employees Association, Orange County  
Fire Authority Managers Association, Orange County  
Professional Firefighters Association, Local 3631  
Authority: Government Code Section 54957.6

**CS2. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION**

Authority: Government Code Section 54956.9(d)(2) – Significant Exposure to  
Litigation regarding Canyon Fire 2

**CS3. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION**

Authority: Government Code Section 54956.9(d)(2) – Significant Exposure to  
Litigation regarding Air Operations

**CS4. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION**

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

**CLOSED SESSION REPORT****2. MINUTES**

No items.

### 3. CONSENT CALENDAR

#### A. FY 2017/18 Mid-Year Budget Adjustment

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

**Budget and Finance Committee Recommendation: *APPROVE***

Recommended Action:

Approve and authorize the proposed mid-year budget adjustments and transfers.

#### B. Fiscal Year 2016/17 Backfill/Overtime and Calendar Year 2017 Total Earnings/Compensation Analysis

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

**Budget and Finance Committee Recommendation: *APPROVE***

Recommended Actions:

1. Direct staff to continue pursuing reductions in overtime by filling permanent vacancies as quickly as possible after the positions become vacant.
2. Authorize staff to temporarily exceed the number of authorized firefighter positions on the Master Position Control to enable the hiring of 50 firefighters into each of the next two academies, pending attrition/promotions that occur during and following academy graduations.
3. Direct staff to continue using overtime to fill temporary vacancies rather than hiring additional personnel, recognizing this as a cost-effective practice for temporary needs.

#### C. Second Amendment to Advanced Life Support Billing/Reimbursement Agreements

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

**Budget and Finance Committee Recommendation: *APPROVE***

Recommended Action:

Approve and authorize the Board Chair to sign the proposed Second Amendment to the Advanced Life Support Services Billing Agreement to amend the OCFA's reimbursement rates for the remainder of the agreement's term.

#### D. Award of Public Works Contract for Phase II of the Tenant Improvement Project for the Urban Search and Rescue Warehouse

Submitted by: Dave Anderson, Acting Fire Chief

Recommended Actions:

1. Approve and award the public works contract to Interlog Construction Inc. from December 19, 2017, in the amount of \$169,500.
2. Authorize a 15% (\$25,350) allowance for contingency for a total not to exceed project amount of \$194,850.

**E. Policy for Processing Complaints Against the Fire Chief**

Submitted by: Brigette Gibb, Human Resources Director

**Human Resources Committee Recommendation: *APPROVE***

Recommended Action:

Approve and adopt the policy as submitted.

**F. Ratify Appointment to Executive Committee**

Submitted by: Lori Zeller, Business Services Department

Recommended Action:

Ratify the appointment of Director Hernandez (Yorba Linda) to the Executive Committee.

**END OF CONSENT CALENDAR**

**4. PUBLIC HEARING**

No Items.

**5. DISCUSSION CALENDAR**

**A. Fire Service Proposal for Emergency Services for the City of Garden Grove**

Submitted by: Dave Anderson, Acting Fire Chief

Recommended Action:

Approve and authorize staff to submit the Orange County Fire Authority's proposal to the City of Garden Grove for its consideration.

**BOARD MEMBER COMMENTS**

**ADJOURNMENT** – The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, April 26, 2018, at 6:00 p.m.

**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 15<sup>th</sup> day of March 2018.

---

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

**UPCOMING MEETINGS:**

Budget and Finance Committee Meeting	Wednesday, April 11, 2018, 12 noon
Claims Settlement Committee Meeting	Thursday, April 26, 2018, 5:00 p.m.
Executive Committee Meeting	Thursday, April 26, 2018, 5:30 p.m.
Board of Directors Meeting	Thursday, April 26, 2018, 6:00 p.m.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
March 22, 2018

Agenda Item No. 3A  
Consent Calendar

**FY 2017/18 Mid-Year Budget Adjustment**

---

**Contact(s) for Further Information**

Lori Zeller, Assistant Chief Business Services Department	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Tricia Jakubiak, Treasurer	<a href="mailto:triciajakubiak@ocfa.org">triciajakubiak@ocfa.org</a>	714.573.6301
Deborah Gunderson, Budget Manager	<a href="mailto:deborahgunderson@ocfa.org">deborahgunderson@ocfa.org</a>	714.573.6302

**Summary**

This item is submitted to request approval to adjust revenues, expenditures, and transfers to reflect changes identified after the adoption of the FY 2017/18 Budget.

**Prior Board/Committee Action**

**Budget and Finance Committee Recommendation: *APPROVE***

A comprehensive mid-year financial review was presented to the Budget and Finance Committee and the Board of Directors in January, highlighting proposed mid-year changes that are needed to the FY 2017/18 Budget based on events that have occurred since the budget was adopted last May. The Board directed staff to return in March with the technical budget adjustments required to implement the proposed changes.

At its regular March 14, 2018, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Approve and authorize the proposed mid-year budget adjustments and transfers.

**Impact to Cities/County**

The proposed mid-year adjustments to the FY 2017/18 budget will have no impact to cash contract city charges in the current fiscal year. Increases for cash contract cities are currently estimated at 4.5% for FY 2018/19 (excluding the catch-up provision).

**Fiscal Impact**

Financial impacts are detailed in the report.

**Background**

This report is submitted to request approval of the technical budget adjustments following the January mid-year financial review. The following is a summary of the significant changes being requested (Attachment 1 identifies the total proposed adjustments for each Fund.).

The following are estimated changes to the General Fund Budget that are needed, since the FY 2017/18 Budget was adopted in May 2017. Overall, the proposed changes in the General Fund result in a revenue increase of \$18.7 million and an expenditure increase of \$27.9 million.

Of the \$27.9 million in expenditure increases, \$10.0 million are ongoing costs that we anticipate to recur in future annual budgets, and \$17.9 million are one-time expenses for FY 2017/18 only. Furthermore, of the \$27.9 million in expenditure increases, \$16.3 million are cost neutral as they are offset by corresponding sources of revenue or offset by allocation of fund balance as established by existing policies. These adjustments are further described below:

### **FY 2017/18 Revenue Adjustments - \$18.7 million**

<b>Property Taxes:</b> Based on secured tax billings provided by the Auditor/Controller, projections indicate an approximate \$1.4 million increase over budget.	<b>\$1,442,254</b>
<b>Assistance by Hire/Emergency Incident Costs:</b> Assistance by Hire (ABH) is the term used when OCFA responds to incidents outside our area of responsibility, on a reimbursement basis. Current year reimbursable incident activity is approximately \$12.3 million fiscal year-to-date. Staff will continue to monitor and adjust this figure throughout the remainder of the year, as significant incidents are still in the reconciliation process.	<b>\$12,310,841</b>
<b>Firefighter Medical Trust Review:</b> The 2016 Firefighter Medical Trust review has been completed. An excess fund balance in the amount of \$2,275,829 was credited to OCFA to be used as a payment to the Retiree Medical Trust per the Firefighter Medical Agreement. A corresponding expenditure adjustment is also proposed to appropriate the payment.	<b>\$2,275,829</b>
<b>Miscellaneous:</b> This category of revenue adjustments includes the following: Staffing for Adequate Fire and Emergency Response (SAFER) Grant proceeds; CAL FIRE State Responsibility Area (SRA) Fire Prevention Fund Grant proceeds; receipt of bankruptcy proceeds; updates to cash contract city station maintenance charges; adjustments to inspection and planning and development revenues; adjustments to expected revenues from California Firefighter Joint Apprenticeship Committee (CAFFJAC) and Santa Ana College Agreement revenues; witness fees, insurance settlements, sale of surplus and other incidental miscellaneous revenues.	<b>\$2,667,539</b>

### **FY 2017/18 Expenditure Adjustments - \$27.9 million**

<b>Assistance by Hire/Emergency Incident Costs:</b> As mentioned under revenue, an adjustment of approximately \$12.4 million is needed for out-of-county responses, primarily in the overtime/backfill category, but also for response-related supplies. Current year reimbursable incident activity is approximately \$12.4 million fiscal year-to-date. Staff will continue to monitor and adjust this figure throughout the remainder of the year, as significant incidents are still in the reconciliation process.	<b>\$12,365,847<sup>1</sup></b>
<b>Retiree Medical Trust:</b> As described above, this expenditure adjustment is needed to appropriate the payment from the Firefighter Medical Trust to the Retiree Medical Trust, per terms of the new Firefighter Medical Agreement.	<b>\$2,275,829<sup>1</sup></b>
<b>Additional Unfunded Actuarial Accrued Liability (UAAL) Payment from General Fund Surplus:</b> In March 2017, the Board approved an update to the Financial Stability Budget Policy, requiring the calculation of General Fund Surplus at mid-year and directing that the surplus be divided half with equal portions distributed to the Capital Improvement Program (CIP) Funds and toward the pay-down of the UAAL. This fiscal year, the calculation calls for a payment of \$870,041 (equaling 50% of the General Fund Surplus) to Orange County Employees Retirement System to pay-down OCFA's pension liability.	<b>\$870,041<sup>1</sup></b>
<b>CAL FIRE Augmentation and SRA Fire Prevention Funds:</b> Appropriations in this category use funding received from CAL FIRE for projects intended to help carry out its mission. Projects include roadside clearance, the purchase/refurbishment of a crew bus, road grader, supplies for the OCFA Santiago Handcrew, printing of wildland urban interface plans, a dozer trailer, and wildfire camera project, working in conjunction with San Diego Gas and Electric.	<b>\$311,260<sup>1</sup></b>

<sup>1</sup> This expenditure increase is cost neutral, offset by a corresponding revenue source or offset by a fund balance allocation that is pre-established by existing policies.

<b>Reimbursement to City of Irvine from Maruchan Donation:</b> Each year, Maruchan, Inc. donates funds to OCFA to be used in the City of Irvine on public safety related expenses. The City has planned projects for these funds including purchasing communications equipment for its mobile command post and bi-directional amplifiers.	<b>\$438,428<sup>1</sup></b>
<b>Adjustment for Workers' Compensation Updated Actuarial:</b> The latest Workers' Compensation Actuarial Study was completed in mid-February and includes payroll and claim data through December 31, 2017. To maintain the 50% confidence level of funding as required by Board policy, a \$4.2 million adjustment is needed to increase workers' compensation funding as a component of payroll in the current year. This will provide the required funding level for the present value of ultimate limited losses (claims with dates of loss from FY 2017/18 through FY 2021/22).	<b>\$4,239,783</b>
<b>Actions to Reduce Force Hiring:</b> This category is comprised of updates to salary, employee benefits, and supplies for OCFA's efforts to reduce force hires in the safety ranks. The largest cost of \$4,645,688 reflects reversal of a portion of the \$8.1 million in salary savings from vacant positions that were assumed during budget development. With the unfreezing of over 50 firefighter positions in July and the emphasis on hiring this fiscal year, the assumed amount of salary savings is not being realized. Uniforms and personal protective gear for Firefighter Academy 46 recruits are also included in this category.	<b>\$5,069,481</b>
<b>Classification and Compensation Actions:</b> This category is comprised of several updates to salary and employee benefits related to class and compensation studies approved by the Executive Committee earlier this fiscal year. Actions include revisions to the Human Resources (HR) Analyst series, revisions to the Emergency Medical Services (EMS) Nurse Educator I and II classifications, conversion of a part-time HR Analyst to full-time, benefits for the grant-funded Department of Homeland Security liaison position, and backfill costs for the temporary reassignment of a fire apparatus engineer to the Hazardous Materials Program.	<b>\$232,259</b>
<b>Supplies/Equipment/Professional Services:</b> This category includes funding for needed equipment and professional services which were unknown or for which costs have increased, since budget development. These include the Canyon Fires Independent Review Panel, fire chief recruitment services, public affairs consulting services, 4" hose for Wildland Urban Interface Engines, paramedic accreditation costs, Narcan and Epi pens, updated tuberculosis testing, Hepatitis A vaccines, Cardio Pulmonary Resuscitation (CPR) cards, additional Advanced Life Support gear, Zoll Monitor antennae repairs, overhaul of a helicopter rescue hoist, carbon monoxide gas monitors, CAFFJAC training costs, and pre-employment psychological assessments.	<b>\$864,880</b>
<b>Miscellaneous:</b> This expenditure category includes miscellaneous increases to the budget for: flight safety international training; Huey helicopter maintenance; repairs to helicopter HC1; various information technology licenses, software, equipment and contract increases; Fire Station 6 (Irvine) kitchen remodel; adjustment to budgeted grant programs; movement of Urban Search and Rescue (US&R) tenant improvement budget to the correct CIP Funds; and funding for increased Department of Industrial Relations user funding assessment.	<b>\$697,565</b>
<b>Interfund Borrowing:</b> At the time of budget development, staff was in the process of analyzing if OCFA's cash flows needs could met with interfund borrowing in lieu of issuing a Tax Revenue Anticipation Note (TRAN). When the budget was adopted in May, the analysis had been completed and the Board approved interfund borrowing as our cash flow management mechanism in FY 2017/18. The money is borrowed from CIP Funds and repaid with interest, which is reflected as a cost to the General Fund.	<b>\$493,750</b>



### **General Fund and CIP Funds and Budget Transfer Adjustments**

- **General Fund Surplus Budget Transfer(s) to CIP Funds:** The update to the Financial Stability Budget Policy revised the timing of the General Fund surplus transfer to CIP Funds. Rather than the transfer occurring at the beginning of the fiscal year, the calculation and resulting transfer occurs at the Mid-year Budget Adjustment. Further the policy now directs that the surplus be divided in half with half going to CIP Funds and the other half being used for additional pay-down of OCFA's pension liability. The policy provides flexibility should CIP Funds be over or underfunded, allowing more or less than 50% be transferred in years where it is needed. In this fiscal year, we are transferring 50% of the General Fund surplus, amounting to \$870,041 to General Fund CIP Funds.
- **Fund 123 – Fire Stations and Facilities:** The revenue budget in this fund will be adjusted by \$1,243,793 to reflect updated interest earnings, bankruptcy loss recovery, and developer contributions. An expenditure adjustment of \$100,000 is needed to move the budget for the US&R tenant improvements from the General Fund to this fund, where it is most appropriately accounted for. Additionally, an adjustment of \$84,375 is needed for the Regional Fire Operations and Training Center Emergency Power Circuit Extension Project; the amount was inadvertently left off of the carryover request.
- **Fund 124 – Communications and Information Systems:** The revenue budget for this fund will be adjusted to reflect receipt of bankruptcy loss recovery funds, and adjusted interest earnings, netting \$117,376. The expenditure budget is being reduced by \$1,389,781 to reflect the timing of the Integrated Fire Prevention Project. The funds will be re-budgeted in the next fiscal year when the project is expected to commence.
- **Fund 133 – Fire Apparatus:** Adjustments to interest earnings, bankruptcy proceeds and vehicle depreciation netting \$149,117 will be made in the fund. There are no expenditure adjustments required.
- **Fund 171 – Structural Fire Fund Entitlement:** Interest earnings are being adjusted to reflect a \$9,057 increase in expected interest.
- **Fund 190 – Self Insurance:** A revenue adjustment netting \$4,023,285 is needed to reflect the workers' compensation payroll adjustment, described above, as well as an adjustment to expected interest earnings in the fund. An expenditure adjustment in the amount of \$7.9 million is needed to match the cash flow timing of workers' compensation payments this fiscal year, per the updated workers' compensation actuarial. Note: this adjustment is not an increase in workers' compensation expenses; it is only the cash flow timing of payments being made against expenditures, which were previously recorded with funding already set-aside in the Workers' Compensation Reserve Fund.

The Combined Budget Summary (Attachment 2) represents the total adjusted budget for the OCFA and details the revenue and expenditure budgets in each fund assuming these proposed adjustments are approved.

### **Attachment(s)**

1. FY 2017/18 Mid-Year Budget Adjustments
2. Combined Budget Summary

**FY 2017/18 Mid-Year Budget Adjustments**

The following adjustments to the FY 2017/18 budget are requested:

***General Fund (Fund 121)***

Revenues - \$18,696,463 increase

Expenditures - \$27,859,123 increase

Operating Transfer Out - \$870,041 increase

***General Fund CIP (Fund 12110)***

Operating Transfer In from General Fund - \$870,041 increase

***Fire Stations and Facilities Fund (Fund 123)***

Revenues - \$1,243,793 increase

Expenditures - \$184,375 increase

***Communications and Information Systems Fund (Fund 124)***

Revenues - \$117,376 increase

Expenditures - \$1,389,781 decrease

***Fire Apparatus Fund (Fund 133)***

Revenues - \$149,117 increase

***Structural Fire Fund Entitlement Fund (Fund 171)***

Revenues - \$9,057 increase

***Self-Insurance Fund (Fund 190)***

Revenues - \$4,023,285 increase

Expenditures - \$7,910,879 increase

**ORANGE COUNTY FIRE AUTHORITY  
COMBINED BUDGET SUMMARY  
FY 2017/18**

	121 General Fund	<u>CIP Funds</u>				<u>Other Funds</u>		Total
		12110 General Fund CIP (1)	123 Fire Stations & Facilities	124 Communications & Info. Systems	133 Fire Apparatus	171 SFF Entitlement	190 Self Insurance	
<b>FUNDING SOURCES</b>								
<i>Property Taxes</i>	243,813,306	-	-	-	-	-	-	243,813,306
<i>Intergovernmental</i>								
State Reimbursements	17,565,924	-	-	-	-	-	-	17,565,924
Federal Reimbursements	2,567,337	-	-	-	-	-	-	2,567,337
Community Redevelopment Pass-thru	9,842,993	-	-	-	-	-	-	9,842,993
<i>Charges for Current Services</i>								
Contracts	96,593,967	-	-	-	1,310,005	-	-	97,903,972
HMS Revenue	-	-	-	-	-	-	-	-
Fees - Community Risk Reduction	6,448,604	-	-	-	-	-	-	6,448,604
Other Charges for Services	104,951	-	-	-	-	-	-	104,951
ALS Reimbursements, Supplies	3,929,330	-	-	-	-	-	-	3,929,330
Charges for Workers' Comp	-	-	-	-	-	-	16,927,039	16,927,039
<i>Use of Money and Property</i>								
Interest	562,353	-	297,777	184,046	359,150	13,360	965,269	2,381,955
<i>Other</i>								
Developer contributions	-	-	1,103,400	-	-	-	-	1,103,400
Miscellaneous	5,894,977	-	151,922	256,482	157,392	-	-	6,460,773
<i>Other Funding Sources</i>								
Total Revenues & Other Financing Sources	387,323,742	-	1,553,099	440,528	1,826,547	13,360	17,892,308	409,049,584
Operating Transfer In	-	2,970,041	-	-	-	1,000,000	-	3,970,041
Beginning Fund Balance	68,305,665	1,208,972	23,845,541	11,260,603	13,470,899	549,651	75,375,829	194,017,160
<b>TOTAL AVAILABLE RESOURCES</b>	<b>\$455,629,407</b>	<b>\$4,179,013</b>	<b>\$25,398,640</b>	<b>\$11,701,131</b>	<b>\$15,297,446</b>	<b>\$1,563,011</b>	<b>\$93,268,137</b>	<b>\$607,036,785</b>
<b>EXPENDITURES</b>								
Salaries & Emp Benefits	\$355,946,729	\$0	\$0	\$0	\$0	\$0	\$0	\$355,946,729
Services & Supplies	38,582,860	2,256,284	-	-	-	549,651	15,977,392	57,366,187
Capital Outlay/Equipment	1,585,407	854,790	10,098,490	4,250,516	11,435,499	-	-	28,224,702
Debt Service	493,750	-	-	-	-	-	-	493,750
Total Expenditures	\$396,608,746	\$3,111,074	\$10,098,490	\$4,250,516	\$11,435,499	\$549,651	\$15,977,392	\$442,031,368
Appropriation for Contingencies	3,000,000							3,000,000
Operating Transfer Out	3,970,041	-	-	-	-	-	-	3,970,041
Ending Fund Balance	52,050,620	1,067,939	15,300,150	7,450,615	3,861,947	1,013,360	77,290,745	158,035,376
<b>TOTAL FUND COMMITMENTS &amp; FUND BALANCE</b>	<b>\$455,629,407</b>	<b>\$4,179,013</b>	<b>\$25,398,640</b>	<b>\$11,701,131</b>	<b>\$15,297,446</b>	<b>\$1,563,011</b>	<b>\$93,268,137</b>	<b>\$607,036,785</b>

(1) Project related budgets segregated for operational budget clarity purposes. As a sub-fund of the General Fund, revenues and expenditures are accounted for as the General Fund in the CAFR, however for cash-flow purposes the expenditures are tracked outside of the General Fund. Therefore 12110 requires cash-flow transfers in the same manner as the other CIP Funds.

(2) This schedule reflects the impact if all proposed adjustments and transfers are approved. Some categories may be adjusted to comport to accounting standards.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
March 22, 2018

Agenda Item No. 3B  
Consent Calendar

**Fiscal Year 2016/17 Backfill/Overtime and Calendar Year 2017 Total  
Earnings/Compensation Analysis**

---

**Contact(s) for Further Information**

Lori Zeller, Assistant Chief Business Services Department	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Jim Ruane, Finance Manager/Auditor	<a href="mailto:jimruane@ocfa.org">jimruane@ocfa.org</a>	714.573.6304

**Summary**

This annual agenda item provides an overview and analysis of the Fiscal Year 2016/17 backfill and overtime earnings along with employee total compensation for Calendar Year 2017.

**Prior Board/Committee Action**

**Budget and Finance Committee Recommendation: *APPROVE***

At its regular March 14, 2018, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

1. Direct staff to continue pursuing reductions in overtime by filling permanent vacancies as quickly as possible after the positions become vacant.
2. Authorize staff to temporarily exceed the number of authorized firefighter positions on the Master Position Control to enable the hiring of 50 firefighters into each of the next two academies, pending attrition/promotions that occur during and following academy graduations.
3. Direct staff to continue using overtime to fill temporary vacancies rather than hiring additional personnel, recognizing this as a cost-effective practice for temporary needs.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Backfill/overtime costs are included in the annual budget.

**Background**

See extended background.

**Attachment(s)**

1. California State Controller's letter dated January 5, 2018, discussing changes to the Annual Employee Compensation Reporting Requirements
2. Frequently Asked Questions & Responses
3. FY 2016/17 Backfill/Overtime & Calendar Year 2017 Total Earnings/Compensation Analysis (PowerPoint Slides)

## **Background**

The OCFA's General Fund budget consists primarily of labor costs, with approximately 91.1% of the final Fiscal Year (FY) 2016/17 budget allocated to salaries and employee benefits. For FY 2016/17, final backfill/overtime expenditures were \$51,050,319 or 17.5% of the salaries and employee benefits budget. The primary factors driving OCFA's backfill/overtime costs are:

- OCFA's Constant Staffing Policy - \$41.3M
- Major Emergency Incident Response - \$5.0M
- Training Requirements - \$2.4M
- Discretionary - \$2.3M

Backfill and overtime costs can either be non-discretionary or discretionary, as explained in the following paragraphs.

### ***Constant Staffing Backfill/Overtime (Non-Discretionary)***

The OCFA maintains constant staffing levels, which means that every day, all authorized Operations post-positions are staffed. Constant staffing enables delivery of emergency services 24-hours per day, 7-days per week. A post-position is a seat on a fire or Emergency Medical System (EMS) response unit (including engines, trucks, and paramedic vehicles) that must be filled to meet the staffing requirements of that unit.

- Backfill occurs when there is a vacancy in a position that requires constant staffing and another employee works overtime to fill the vacancy. Examples include:
  - Positions temporarily vacant, due to personnel on leave (sick, vacation, jury duty, military leave, bereavement, workers' compensation, etc.)
  - Positions vacant due to cost control measures (open positions per the labor agreement)
  - Positions vacant as a result of retirements, promotions, or the addition of new positions to staff a new station or convert Basic Life Support engines to Advance Life Support engines
  - Positions temporarily vacant, due to personnel responding to major in/out-of-county emergency incidents
- Overtime is used for work performed above and beyond the constant staffing requirements. Examples include strike teams, overhead assignments, or emergency incidents, either in- or out-of-county, and mandatory training classes that occur on a day other than the employee's regularly assigned shift.

### ***Major Emergency Incident Response (Non-Discretionary)***

Another form of non-discretionary overtime incurred by OCFA is for major emergency incident response. OCFA responds to emergency incidents at the request of surrounding fire agencies (Mutual Aid), California Department of Forestry (CAL FIRE), Cleveland National Forest Service (CNF), and the California Office of Emergency Services (Cal OES). Backfill/overtime costs for responding to major emergency incidents in FY 2016/17 totaled \$5.0 million and represented approximately 9.8% of total backfill/overtime expenditures. Approximately 95-100% of these emergency related incident response costs (except Mutual Aid) are reimbursable.

***Backfill/Overtime costs for constant staffing and major emergency incident response are considered non-discretionary and represent 90.7% of FY 2016/17 Backfill/Overtime costs.***

### ***Training Requirements (Discretionary & Non-Discretionary)***

OCFA incurs additional backfill/overtime costs related to various training requirements for suppression personnel. Examples include mandatory training requirements for federal, state, and local programs including Urban Search and Rescue (US&R), Airport Rescue Firefighting (ARFF), Weapons of Mass Destruction (WMD), and Incident Command (IC). Additionally, OCFA historically incurs overtime and backfill costs to provide training academies for new and/or promoted dispatchers, firefighters, engineers, captains, battalion chiefs, and reserve firefighters. Backfill/overtime costs as a result of training activities in FY 2016/17 totaled \$2.4 million and represented 4.8% of the total backfill/overtime expenditures.

### ***Backfill/Overtime/Discretionary***

For FY 2016/17, total discretionary backfill/overtime was \$2.3 million or 4.5% and is attributable to the following:

- Employees staffing special events, participating on project teams, and Fire Explorer Program activities
- Information systems including the Geographic Information System (GIS), automotive, communications services, and fire prevention personnel requested to work outside their normal work schedule

Page three of the attached presentation illustrates the distribution and cause of backfill/overtime by category (discretionary and non-discretionary).

### ***Regular vs. Overtime Analysis***

As referenced on Page 4 of Attachment 3, backfill/overtime continues to be nearly 28% more cost effective than hiring a full time benefited employee. For FY 2016/17, the estimated cost savings to OCFA by using overtime rather than full time employees to fill vacancies was \$16 million as illustrated on Page 5 of Attachment 3.

### ***Significant Change to Total Employee Compensation Reporting***

On January 5, 2018, the State Controller transmitted a letter (Attachment 1) discussing upcoming changes for government compensation reporting. For Calendar Year (CY) 2017, employers will have the option of not reporting the Unfunded Accrual Actuarial Liability (UAAL) portion of the employer paid retirement cost. Effective CY 2018, employers are required to only report the normal employer paid retirement costs and not report the UAAL. Consistent with the State Controller's directive, for CY 2017, the OCFA will only report the normal pension cost without the UAAL component. Currently, the UAAL comprises 40-60% of the employer retirement costs.

### ***Compensation Cost Transparency***

Annual employee compensation costs are posted and readily available on the OCFA website dating back to CY 2009. Since 2012, the format of the report includes all earnings segregated by base salary, overtime, payouts, and other/special pay. Employer paid retirement and benefits are also included in the employee compensation report. This year's report will be posted to the OCFA website and submitted to the State Controller on or before April 30, 2018, in compliance with the due date.

### ***Filling Vacant Positions***

To help reduce the number of vacancies that are open pending hiring and promotions, OCFA has conducted, and plans to conduct, the following academies:

#### Academies held in FY 2017/18

2 Firefighter Academies  
2 Fire Apparatus Engineer Academies  
1 Fire Captain Academy

#### Academies planned for FY 2018/19

2 Firefighter Academies  
2 Fire Apparatus Engineer Academies  
2 Fire Captain Academies

For each of the two firefighter academies held in FY 2017/18, the Board had authorized staff to temporarily exceed the number of authorized firefighter positions on the Master Position Control to enable the hiring of 50 firefighters into each of the next two academies, pending attrition/promotions that would occur during and following academy graduations. This was very effective in that, at the time we hired the recruits for Firefighter Academy 45, we did not yet have 50 vacancies, but by the time the recruits graduated, we had in excess of 50 vacancies. Although Firefighter Academy 46 has not yet graduated, we anticipate the same result as Firefighter Academy 45.

While we have reached nearly full staffing at the firefighter rank immediately following Firefighter Academy 45's graduation, that status was very short in duration. Firefighter vacancies have continued to accumulate quickly as we promote firefighters into the engineer and captain ranks, and also experience retirement activity among all ranks. As a result, staff is seeking Board authorization for another year to enable the hiring of 50 firefighters into each of the next two academies, pending attrition/promotions that will occur during and following academy graduations.

### ***Backfill/Overtime Monitoring & Analysis***

OCFA finance staff prepares monthly reports to track and monitor backfill/overtime activity. Reports are provided internally to management to show expenditures by section and by cause (reason) so that Operations and support departments can monitor and, if required, adjust activities as needed in their respective areas.

The OCFA also has policies, procedures, and systems in place that monitor and report overtime usage. Due to the extraordinary fire season, combined with open positions and vacancies, due to promotion and retirements during 2017, the OCFA was required to force many employees that possessed specialty skills to work extended hours. As stated earlier, the OCFA has aggressively been conducting various academies to help reduce the distribution of overtime and impact on the employee. OCFA staff is also working with the Orange County Professional Firefighters Association, Local 3631, to enhance the existing policies and make modifications to the Staffing System to reduce the amount of forced overtime.

The policy covering this reporting period was to allow employees to voluntarily work up to 120 continuous hours, subject to the Battalion Chief's approval. Pursuant to recent discussions in our Joint-Labor-Management Working Group, OCFA staff will be reducing the consecutive hour rule back to 96 hours, as our vacancies are reduced and the need to force employees to work shifts are minimized.

As discussed in this report, the majority of backfill/overtime incurred by OCFA is non-discretionary and emergency response activity is generally 95-100% reimbursable. The small portion of overtime (4.5% of total backfill/overtime expenditures) considered discretionary is carefully managed and closely monitored.



**BETTY T. YEE**  
**California State Controller**

January 5, 2018

District Fiscal Officer  
Orange County Fire Authority  
1 Fire Authority Road  
P.O. Box 57115  
Irvine, CA 92619-7115

**SUBJECT: Upcoming Reporting Changes for Government Compensation in California**

Dear District Fiscal Officer:

This letter is to inform you of upcoming changes to the Government Compensation in California (GCC) reporting requirements. The changes outlined in this letter are being implemented in an effort to facilitate consistent reporting and improve the comparability and transparency of the compensation information published on the GCC website. The changes are as follows:

**Calendar Year 2017**

In the header portion of the 2017 GCC report template, a drop down field will be added requiring employers to indicate whether or not unfunded liability payments are included in the "Defined Benefit Plan: Employer's Share" column.

**Calendar Year 2018**

Employers will be required to report only the normal pension cost in the "Defined Benefit Plan: Employer's Share" column. Unfunded liability payments must be excluded.

The GCC reporting instructions reflecting the 2017 calendar year changes will be available on the State Controller's Office (SCO) website in early 2018 when the annual alert letters are mailed. The GCC reporting instructions reflecting the 2018 calendar year changes will be available on the SCO website in early 2019.

If you have any questions regarding these changes, please contact the Government Compensation Section at [GCCsupport@sco.ca.gov](mailto:GCCsupport@sco.ca.gov) or (916) 445-5153.

Sincerely,

A handwritten signature in black ink, appearing to read "George Lolás", with a long horizontal flourish extending to the right.

GEORGE LOLAS  
Chief Operating Officer

cc: (David) Scott Klein, Chair, Local Government Advisory Committee on Financial Reporting



**FY 2016/17 BACKFILL/OVERTIME ANALYSIS FREQUENTLY ASKED QUESTIONS****1. What is a firefighter's standard work schedule?**

Firefighters assigned to suppression positions work 24-hour shifts which equate to a 56-hour average work week or 2,912 hours per year. When firefighters are assigned to staff positions on a 40-hour work week, they average 2,080 regular hours per year.

**2. What does "maintaining constant staffing levels" mean? What is the difference between backfill and overtime?**

This means that every day, all authorized Operations post-positions are staffed. A post-position is a seat on a fire or Emergency Medical System (EMS) response unit (including engines, trucks and paramedic vans) that must be filled to meet the staffing requirement of that unit. Backfill occurs when there is a vacancy in a position that requires constant staffing and the employee either volunteers or is forced to work to fill the vacancy. Overtime is also used for work done above and beyond the constant staffing requirements. Examples of overtime include strike teams, overhead assignments to emergency incidents, either in- or out-of-county, and mandatory training classes that occur on days other than the employee's regularly assigned shift.

**3. Because OCFA's backfill/overtime budget is significant, does that mean we are understaffed?**

OCFA's backfill/overtime budget is significant, due to the reasons outlined in #2 above. Due to retirements and promotions, there are positions that have gone unfilled. In addition, a labor agreement includes provisions to hold 15 positions open for each rank in the firefighter labor group. This will be phased out over the next three fiscal years. For FY 2016/17, an average of 72 positions were vacant which required constant staffing on an overtime/backfill basis. Recent and planned academies along with promotional exams are expected to significantly reduce the number of vacancies and open positions.

**4. How many continuous hours may a firefighter work?**

Currently, the maximum number of continuous hours (regular and backfill/overtime) an employee may work is 120. In the near future, this will be changing back to a maximum of 96 hours. The Assistant Chief of Operations may suspend the 96-hour rule to ensure sufficient incident response capability and adequate station coverage. Employees enter their availability to work into the OCFA's Staffing System. The system hires employees based upon the premise of an equal distribution of overtime and agreed upon hiring list procedures. Personnel assigned to out-of-county strike teams or to overhead positions are often deployed for periods of 14-21 days. When assigned to these extended incidents, employees work within established work/rest cycles.

**5. Is the OCFA concerned about employee fatigue as the result of the continuous work hour rules?**

The OCFA recognizes employee fatigue is a factor that impacts employee performance. Severe fatigue may increase the dangers inherent in the performance of emergency operations. The OCFA takes steps to protect employees from these dangers and ensures that firefighters are trained, equipped and supervised to work as safely as possible. There is an additional emphasis on employee health and wellness provided through the WEFIT (Wellness) Program. Supervisors have the means by which to ensure employees are either adequately rested or relieved of duty where appropriate. Firefighters on extended incidents adhere to specified work/rest cycles.



# **ORANGE COUNTY FIRE AUTHORITY**

## **Fiscal Year 2016/17 Backfill/Overtime**

### **Calendar Year 2017 Total Earnings/Compensation Analysis**



**Budget and Finance Committee Meeting**

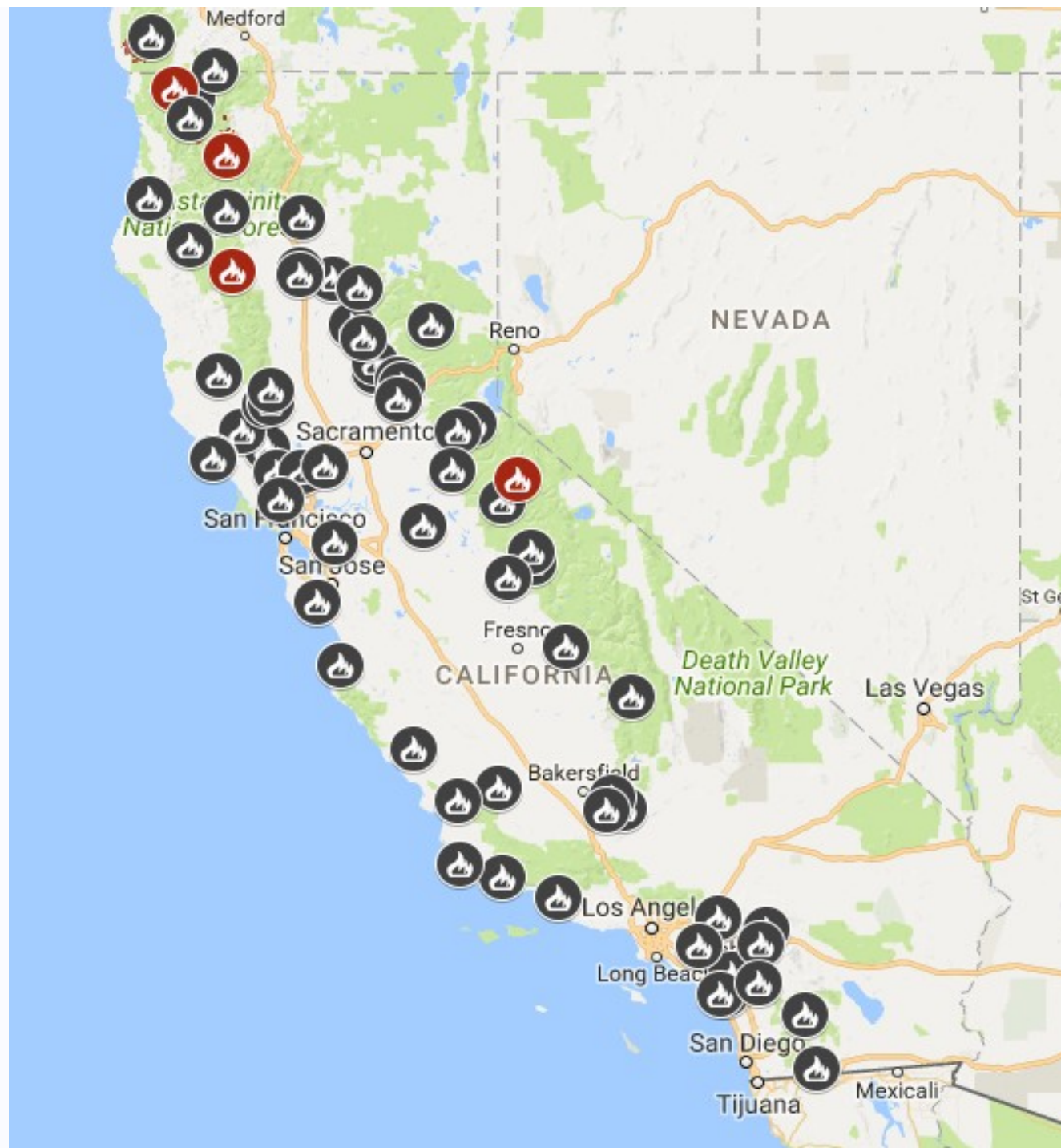
**Prepared by:**

**OCFA Finance Division**

**March 14, 2018**

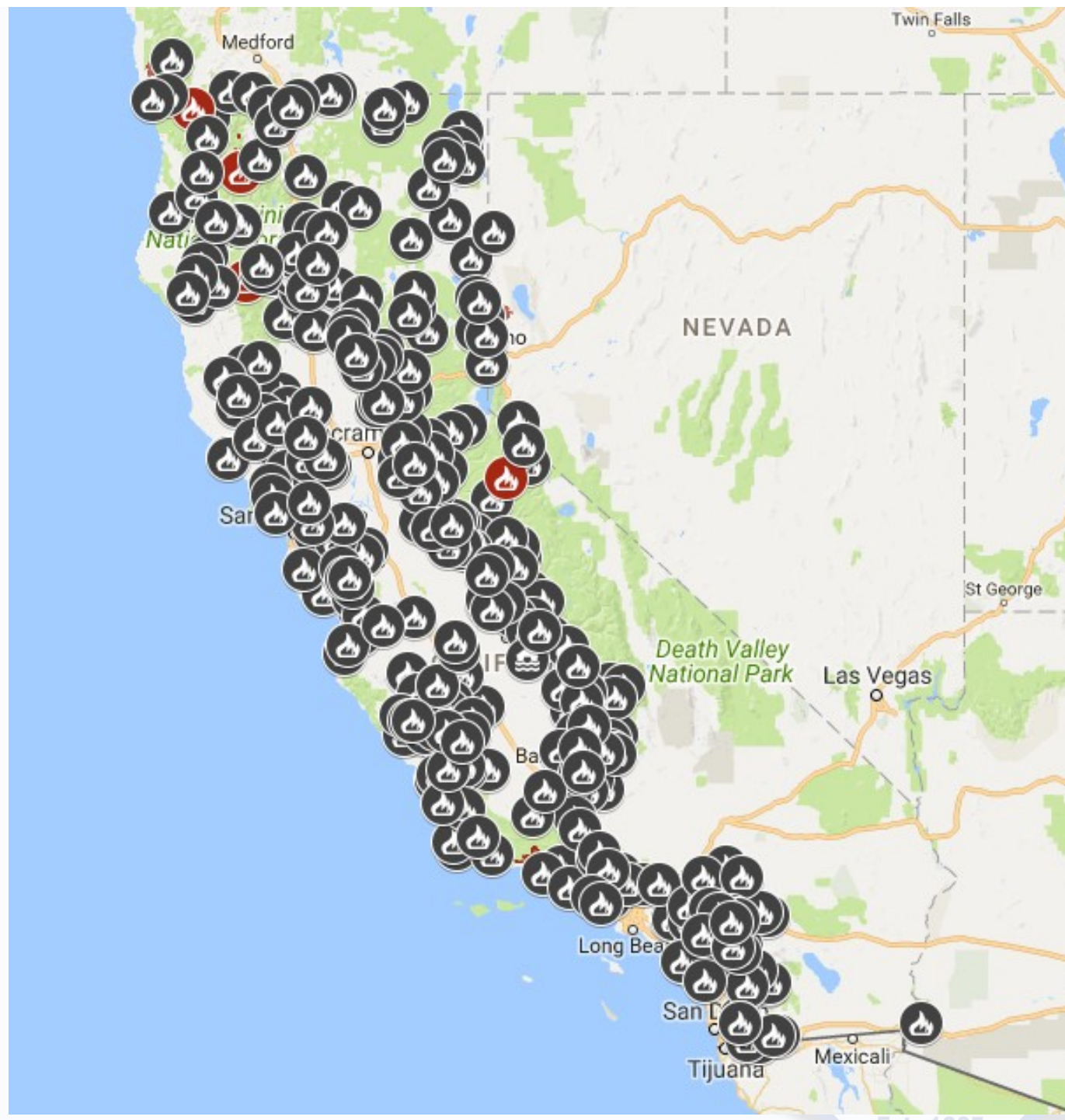


# California Fire Map October 2017





# California Fire Map for all of 2017



# FY 2016/17 Backfill/Overtime Categories

Categories of Backfill/Overtime	FY 2016/17	% of Total
<u>Non-Discretionary Categories:</u>		
Open Positions	\$17,920,283	35.1%
Vacation, Sick, W/C, Other Leave	\$16,585,825	32.5%
Other Non-Discretionary	\$212,332	0.4%
FLSA Rate Adjustment	\$6,587,479	12.9%
Emergency *	\$5,014,841	9.8%
<b>Total Non-Discretionary</b>	<b>\$46,320,760</b>	<b>90.7%</b>
<b>Total Training</b>	<b>\$2,422,552</b>	<b>4.8%</b>
<b>Total Discretionary</b>	<b>\$2,307,007</b>	<b>4.5%</b>
<b>Fiscal Year Totals</b>	<b>\$51,050,319</b>	<b>100.00%</b>

\* Emergency overtime is generally 95-100% reimbursable.

## FY 2016/17 Regular vs. Overtime Analysis

Top Step Firefighter Hourly Rates Regular Full-Time-Equivalent vs. OT	Hourly Reg. FTE Rate	Hourly OT Rate	\$ Diff.	% Diff.
<u>Salaries:</u>				
Base Hourly Rate	\$30.28	\$30.28		
Other Pays (Holiday, Educ. Inc., EMT, FLSA)	5.35			
<b>Total Salaries</b>	\$35.63	\$30.28		
<u>Benefits:</u>				
Retirement	\$19.91			
Workers' Compensation	2.71	\$2.31		
Health Insurance	7.84			
Medicare	0.50	0.64		
<b>Total Benefits</b>	\$30.96	\$2.95		
<b>Total Overtime Premium</b>		\$15.14		
<b>Total Hourly Salaries &amp; Benefits</b>	\$66.59	\$48.37	\$18.22	27.36%

**It is 27.36% more cost-effective to use overtime for filling vacancies compared to hiring a regular full-time employee.**

# Regular vs. Overtime Analysis

## FY 2016/17 Firefighter Unit Estimated Cost Savings

Classification	Actual Overtime Hours Worked FY 16/17	FTE Equivalent *	Estimated ** FTE Cost	Estimated ** Overtime Cost	Estimated ** Cost Saving by Utilizing Overtime/Backfill
Fire Captain	260,201	89.4	\$ 21,911,526	\$ 16,522,763	\$ 5,388,763
Engineer	239,183	82.1	\$ 17,565,600	\$ 12,975,678	\$ 4,589,922
Firefighter	375,013	128.8	\$ 24,972,116	\$ 18,139,379	\$ 6,832,737
		300.3	\$ 64,449,242	\$ 47,637,820	\$ 16,811,422

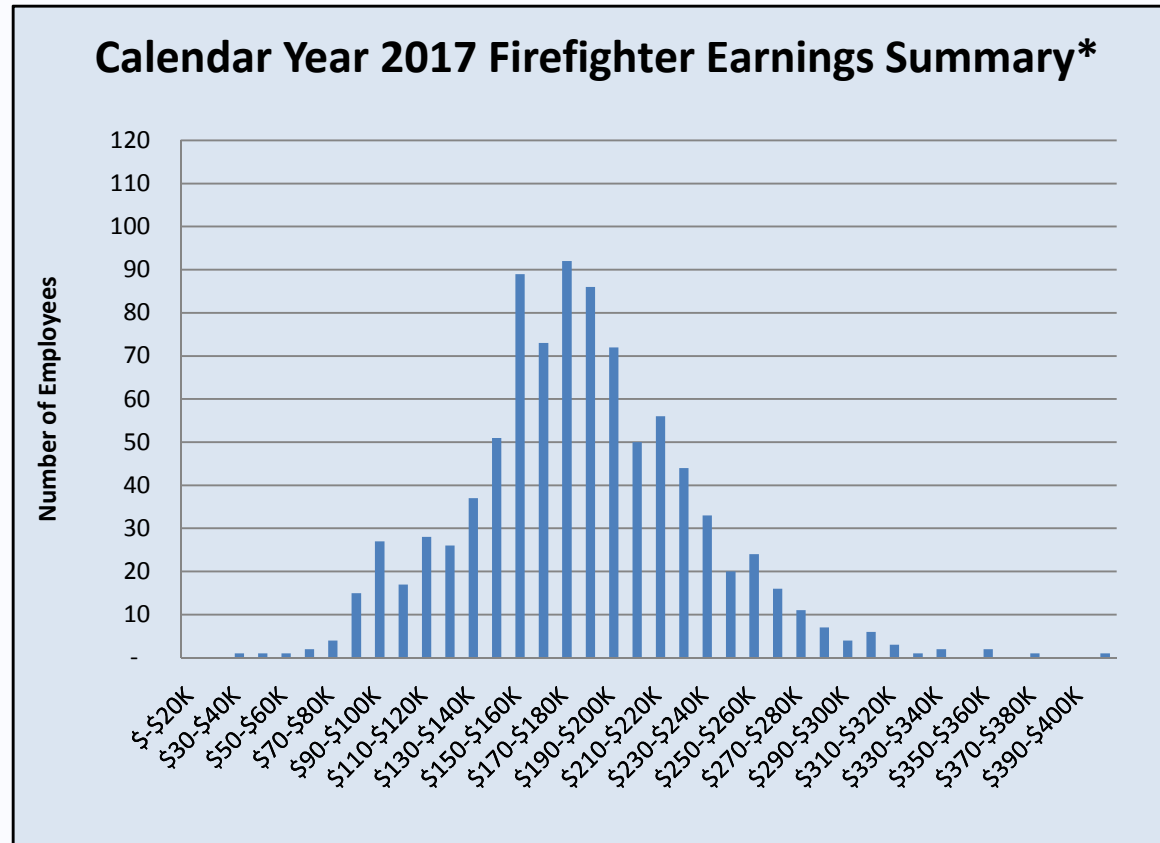
\* Assumes 2,912 hours worked per year.

\*\* Utilizes estimated hourly rates for top step within a classification.

- **The estimated \$16,811,422 savings is a direct result of utilizing overtime/backfill rather than full-time employees at a savings of 24-28% .**

# Firefighter Earnings Analysis

\$ Range	# of Employees
\$0-20K	0
\$20-30K	0
\$30-40K	1
\$40-50K	1
\$50-60K	1
\$60-70K	2
\$70-80K	4
\$80-90K	15
\$90-100K	27
\$100-110K	17
\$110-120K	28
\$120-130K	26
\$130-140K	37
\$140-150K	51
\$150-160K	89
\$160-170K	73
<b>\$170-180K</b>	<b>92</b>
\$180-190K	86
\$190-200K	72
\$200-210K	50
\$210-220K	56
\$220-230K	44
\$230-240K	33
\$240-250K	20
\$250-260K	24
\$260-270K	16
\$270-280K	11
\$280-310K	17
\$310-340K	6
\$340-380K	3
>\$400k	1
Total	903



\*Minimum 2,000 Hours in Year. Based on equivalent full year of employment in 2017

**Annual Firefighter (excluding firefighter trainees) average and median earnings:**

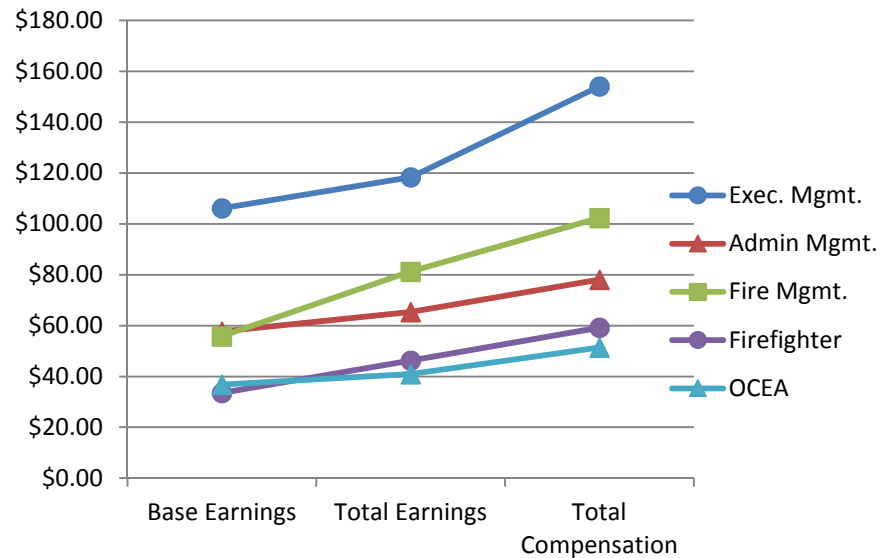
<b>AVERAGE</b>	\$	181,302
<b>MEDIAN</b>	\$	179,107



# CY 2017 Total Employee Compensation

	BASE EARNINGS			TOTAL EARNINGS			TOTAL COMPENSATION		
Bargaining Group	Average Base Earnings	Regularly Scheduled Hours	Average Hourly Rate	Average Total Earnings	Average Actual Hours Worked	Average Hourly Rate	Average Total Compensation	Average Actual Hours Worked	Average Hourly Rate
Executive Management	\$220,836	2080	\$106.17	\$246,601	2083	\$118.42	\$320,998	2083	\$154.14
Administrative Management	\$119,951	2080	\$57.67	\$144,622	2214	\$65.33	\$172,791	2214	\$78.06
Chief Officers Association	\$162,312	2912	\$55.74	\$274,721	3380	\$81.28	\$345,795	3380	\$102.31
OC Professional Firefighters Assoc.	\$97,678	2912	\$33.54	\$181,302	3921	\$46.24	\$232,202	3921	\$59.22
Orange County Employee's Assoc.	\$76,460	2080	\$36.76	\$92,184	2252	\$40.93	\$115,614	2252	\$51.34

## Average Hourly Rate



# Calendar Year 2017 Top 10 Firefighter Unit

## Total Compensation & FTE Cost Savings

	Title/ Assignment	Total Earnings	Total Compensation	Base Hours	Other Hours	Total Hours	Average Hours Per Week	Average Hourly Rate	FTE	Cost Savings
1	Fire Captain/PM	\$447,356	\$510,303	2,912	4,359	7,271	140	\$ 70.18	2.50	\$101,599.68
2	Fire Captain/PM	\$374,372	\$437,342	2,912	3,180	6,092	117	\$ 71.79	2.09	\$73,829.10
3	Fire Captain	\$354,002	\$419,669	2,080	1,530	3,610	69	\$ 116.25	1.74	\$31,876.83
4	Fire Captain/PM	\$354,153	\$419,555	2,912	2,934	5,846	112	\$ 71.77	2.01	\$68,410.45
5	Fire Captain	\$334,212	\$396,773	2,912	2,363	5,275	101	\$ 75.22	1.81	\$48,849.09
6	Fire Captain	\$331,323	\$394,473	2,080	1,661	3,741	72	\$ 105.45	1.80	\$34,461.44
7	Fire Captain	\$326,539	\$385,428	2,912	3,437	6,349	122	\$ 60.71	2.18	\$71,162.87
8	Fire Captain	\$319,249	\$383,494	2,080	1,672	3,752	72	\$ 102.21	1.80	\$34,461.44
9	Fire Captain/PM	\$312,167	\$376,743	2,912	2,367	5,279	102	\$ 71.37	1.81	\$54,863.83
10	Fire Captain/PM	\$313,383	\$376,352	2,912	2,311	5,223	100	\$ 72.06	1.79	\$53,509.16



## Calendar Year 2017 Top 10 Employee Total Compensation

	Title/ Assignment	Total Earnings	Total Compensation	Base Hours	Other Hours	Total Hours	Average Hours Per Week	Average Hourly Rate
1	Fire Captain/PM	\$447,356	\$510,303	2,912	4,359	7,271	140	\$ 70.18
2	Fire Captain/PM	\$374,372	\$437,342	2,912	3,180	6,092	117	\$ 71.79
3	Fire Captain	\$354,002	\$419,669	2,080	1,530	3,610	69	\$ 116.25
4	Fire Captain/PM	\$354,153	\$419,555	2,912	2,934	5,846	112	\$ 71.77
5	Chief Officer	\$329,453	\$413,745	2,080	647	2,727	52	\$ 151.72
6	Chief Officer	\$339,467	\$411,857	2,912	1,749	4,661	90	\$ 88.36
7	Chief Officer	\$331,751	\$402,928	2,528	1,439	3,967	76	\$ 101.57
8	Chief Officer	\$331,597	\$399,484	2,912	1,532	4,444	85	\$ 89.89
9	Chief Officer	\$324,124	\$397,792	2,080	983	3,063	59	\$ 129.87
10	Fire Captain/PM	\$334,212	\$396,773	2,912	2,363	5,275	101	\$ 75.22

The top 10 employees worked an average of 90 hours per week with an average total compensation per hour of \$96.66.

# Calendar Year 2017 Top 10 Employee Pensionable vs. Non- Pensionable Compensation

	Title/ Assignment	Base Hours	Other Hours	Total Hours	Compensation Pensionable	Compensation Non-Pensionable	Employer Paid Pension (Non-Pensionable)	Employer Paid Health (Non-Pensionable)	Total Compensation
1	Fire Captain/PM	2,912	4,359	7,271	\$ 157,933	\$ 289,423	\$ 40,147	\$ 22,800	\$ 510,303
2	Fire Captain/PM	2,912	3,180	6,092	\$ 158,151	\$ 216,221	\$ 40,170	\$ 22,800	\$ 437,342
3	Fire Captain	2,080	1,530	3,610	\$ 197,125	\$ 158,877	\$ 42,867	\$ 22,800	\$ 419,669
4	Fire Captain/PM	2,912	2,934	5,846	\$ 154,061	\$ 200,092	\$ 42,602	\$ 22,800	\$ 419,555
5	Chief Officer	2,080	647	2,727	\$ 220,570	\$ 108,883	\$ 59,962	\$ 24,330	\$ 413,745
6	Chief Officer	2,912	1,749	4,661	\$ 172,958	\$ 166,509	\$ 49,428	\$ 22,962	\$ 411,857
7	Chief Officer	2,528	1,439	3,967	\$ 173,950	\$ 157,801	\$ 47,830	\$ 23,347	\$ 402,928
8	Chief Officer	2,912	1,532	4,444	\$ 165,227	\$ 166,370	\$ 46,778	\$ 21,109	\$ 399,484
9	Chief Officer	2,080	983	3,063	\$ 191,528	\$ 132,596	\$ 51,830	\$ 21,838	\$ 397,792
10	Fire Captain/PM	2,912	2,363	5,275	\$ 151,493	\$ 182,719	\$ 41,661	\$ 20,900	\$ 396,773

# Calendar Year 2017 Top 10 Employees Hours by Overtime/Backfill Cause Code

	Title/ Assignment	Base or "Regular" Hours Worked	Backfill Hours Worked to fill for Sick/Vacation/ Workers Comp	Backfill Hours Worked to fill Open Vacant Positions	Overtime Hours Worked to Staff an Emergency Incident (1)	Overtime Hours Worked to Attend Training	Other (2)	Total Hours
1	Fire Captain/PM	2,912	1,470	1,672	1,077	113	27	7,271
2	Fire Captain/PM	2,912	1,071	1,773	128	51	157	6,092
3	Fire Captain	2,080	0	0	1,317	0	213	3,610
4	Fire Captain/PM	2,912	864	1,331	401	287	51	5,846
5	Chief Officer	2,080	0	0	562	0	85	2,727
6	Chief Officer	2,912	322	140	1,079	107	101	4,661
7	Chief Officer	2,528	270	105	889	146	29	3,967
8	Chief Officer	2,912	373	240	815	93	11	4,444
9	Chief Officer	2,080	83	52	824	24	0	3,063
10	Fire Captain/PM	2,912	828	1,128	216	34	157	5,275

(1) Reimbursable

(2) Other includes: Special Activity, Other Discretionary, Other Non-Discretionary, Administrative.

# Summary

- Approximately 91% of the backfill/overtime cost are non-discretionary (81 % - constant staffing) and emergency activity (10% - reimbursable)
- For FY 2016/17 over 35% non-discretionary overtime was a result of open positions. OCFA staff has conducted, or has scheduled, the following academies over the next two fiscal years:

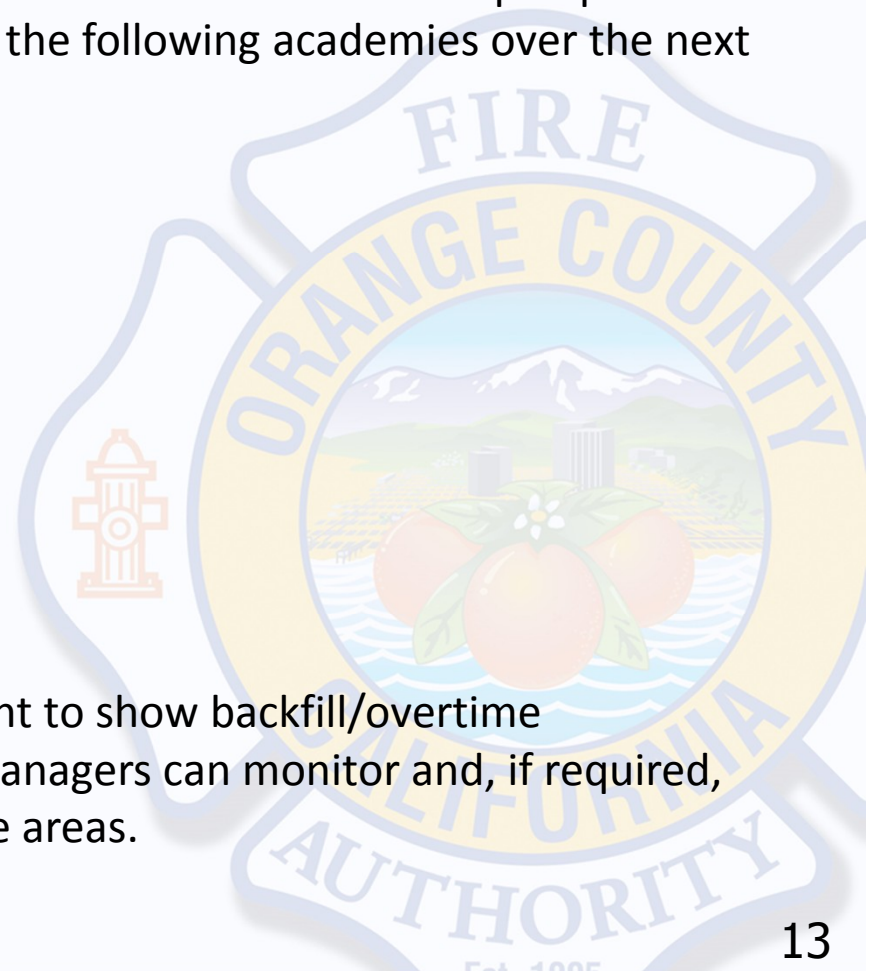
## FY 2017/18

2 Firefighter Academies  
2 Fire Apparatus Engineer Academies  
1 Fire Captain Academy

## FY 2018/19

2 Firefighter Academies  
2 Fire Apparatus Engineer Academies  
2 Fire Captain Academies

- Monthly reports are provided to management to show backfill/overtime expenditures by section and cause so that managers can monitor and, if required, adjust activities as needed in their respective areas.



## Recommended Action

Review the proposed agenda item and direct staff to place the item on the agenda for the Board of Directors meeting of March 22, 2018, with the Budget and Finance Committee's recommendation that the Board of Directors:

1. Direct staff to continue pursuing reductions in overtime by filling permanent vacancies as quickly as possible after the positions become vacant.
2. Authorize staff to temporarily exceed the number of authorized firefighter positions on the Master Position Control to enable the hiring of 50 firefighters into each of the next two academies, pending attrition/promotions that occur during and following academy graduations.
3. Direct staff to continue using overtime to fill temporary vacancies rather than hiring additional personnel, recognizing this as a cost-effective practice for temporary needs.





Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
March 22, 2018

Agenda Item No. 3C  
Consent Calendar

**Second Amendment to  
Advanced Life Support Billing/Reimbursement Agreements**

---

**Contact(s) for Further Information**

Lori Zeller, Assistant Chief Business Services Department	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Jim Ruane, Finance Manager/Auditor	<a href="mailto:jimruane@ocfa.org">jimruane@ocfa.org</a>	714.573.6304

**Summary**

This item is submitted to request approval, as to form, of a proposed Second Amendment to the Advanced Life Support (ALS) Services Billing Agreement between the OCFA and the current 911 Emergency Ambulance Transportation Services providers to amend the OCFA's reimbursement rates for the remainder of the agreement's term.

**Prior Board/Committee Action**

**Budget and Finance Committee Recommendation: *APPROVE***

See background below for prior Board actions.

At its regular March 14, 2018, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Approve and authorize the Board Chair to sign the proposed Second Amendment to the Advanced Life Support Services Billing Agreement to amend the OCFA's reimbursement rates for the remainder of the agreement's term.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Approval of the Second Amendment will result in OCFA's ALS reimbursement revenue being reduced by \$750,000 resulting in \$3.7 million in total projected ALS annual revenue.

**Background**

At the March 23, 2015, Board of Directors meeting, the Board approved, as to form, the Advanced Life Support Billing Agreement between OCFA and the current 911 emergency ambulance providers. As part of the agreement, the County Board of Supervisors approves the maximum Basic Life Support (BLS) and Advanced Life Support (ALS) **billing rates**. The OCFA Board of Directors approves the maximum ALS **reimbursement rate**, subject to the increase approved by the supervisors to the BLS rate. Also, OCFA's ALS reimbursement rate cannot exceed OCFA's cost of providing the service.



At the October 15, 2015, OCFA Board of Directors meeting, the Board approved an amendment to the billing agreement that temporarily suspended any increases to the OCFA's reimbursement rates. The intent was to allow the current 911 OCFA ambulance providers to adjust their BLS billing rates to accommodate changes in the minimum wage without significant increases in the ALS billing or reimbursement rates. Prior to the amendment, any increase in the BLS rate also increased the ALS reimbursement rate by the same percentage. At the request of the ambulance providers, OCFA staff also agreed to review the existing reimbursement methodology that was developed in 2004, to ensure that it was fair, equitable, and revenue neutral to both OCFA and the ambulance providers.

OCFA staff has evaluated the current reimbursement method with the support of an external consultant, and believes that an adjustment in the methodology is required. The existing methodology was developed over a decade ago based on various reimbursement escalation calculations that varied over time. The reimbursement formula did not take into consideration the shift in insurance coverage from HMO/PPO (reimbursed currently to OCFA at approximately \$275 per transport) to Medicare/MediCal plans (that are reimbursed at \$70 and \$0 respectively) as a result of the Affordable Care Act and the economic downturn. The current methodology also requires uninsured patients (zero pay) to reimburse OCFA at the PPO/HMO rate of \$275 per transport for ALS services and \$30.65 per transport for medical supplies, with the ambulance providers assuming collection responsibility.

Staff is recommending that the Board approve the proposed Second Amendment to the Advanced Life Support Billing Agreement, to implement the following changes:

- Eliminate the requirement for providers to reimburse OCFA for ALS services or medical supplies for "zero pay patients" that are defined as patients who do not have medical insurance or whose only method of health care coverage is provided by a state or local subsidized health care programs.
- Modify the requirement for providers to remit reimbursements to OCFA from 90 days to 120 days after the first day of each month the services were rendered.
- Suspend the annual adjustment to ALS and medical supplies reimbursement rates until the end of the current contract (May 2020).

Staff will continue to review potential alternate reimbursement methodologies for future agreements effective in 2020. Upon approval of the proposed Second Amendment of the Advanced Life Support Billing Agreement, OCFA's ALS cost recovery will remain at approximately 70%.

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

1. Proposed Second Amendment to Advanced Life Support Services Billing Agreement with Care Ambulance Service.
2. Proposed Second Amendment to Advanced Life Support Services Billing Agreement with Emergency Ambulance Service.

**SECOND AMENDMENT TO  
ADVANCED LIFE SUPPORT SERVICES  
BILLING AGREEMENT**

This Second Amendment to Advanced Life Support Services Billing Agreement ("Second Amendment") is made and entered into this \_\_\_\_ th day of \_\_\_\_\_, 2018 ("Second Amendment Effective Date"), by and between the ORANGE COUNTY FIRE AUTHORITY, a Joint Powers Agency organized pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code, hereinafter referred to as "OCFA," and CARE AMBULANCE SERVICE, Inc., hereinafter referred to as "Contractor." OCFA and Contractor are referred to collectively herein as the "parties."

**RECITALS**

A. OCFA and Contractor entered into that certain Advance Life Support Services Billing Agreement on May 21, 2015, as amended by that certain Amendment to Advanced Life Support Services Billing Agreement on October 15, 2015 (collectively, "ALS Billing Agreement") which is incorporated herein by this reference.

B. Pursuant to the ALS Billing Agreement, Contractor is obligated to pay OCFA the established ALS Reimbursement Rate for each service call where OCFA personnel perform advance life support ("ALS") services to patients who also receive ambulance transport services from Contractor.

C. Pursuant to the ALS Billing Agreement, Contractor is obligated to pay OCFA the established Medical Supply Reimbursement Rate for each service call where OCFA personnel perform ALS services or Basic Life Support ("BLS") services to patients who also receive ambulance transport services from Contractor.

D. The ALS Reimbursement Rate and the Medical Supply Reimbursement Rate are each subject to the same annual percentage adjustment increase as the County's Basic Life Support emergency ground ambulance rate ("BLS Base Rate") and the Orange County Board of Supervisors periodically considers adjustments to the BLS Base Rate.

E. Notwithstanding any increase to the BLS Base Rate that may be approved by the Board of Supervisors, the parties desire to retain the current ALS Reimbursement Rate and Medical Supply Reimbursement Rate specified in the ALS Billing Agreement and to suspend any increases in the OCFA's ALS Reimbursement Rate and Medical Supply Reimbursement for the remaining term of the ALS Billing Agreement.

F. Pursuant to the ALS Billing Agreement, Contractor is obligated to remit payment to OCFA for ALS reimbursements and medical supply reimbursements within ninety (90) days after the first day of each month ("Reimbursement Period").

G. The parties desire to extend the Reimbursement Period from ninety (90) days to one hundred and twenty (120) days.

H. Pursuant to the ALS Billing Agreement, OCFA does not require Contractor to pay the established ALS Reimbursement Rate or Medical Supply Reimbursement Rate for “zero pay patients”, which are defined to include patients whose only method of healthcare coverage or insurance is provided by a state or local subsidized health care program.

I. The parties desire to amend the definition of “zero pay patients” to include uninsured patients who are do not have any medical insurance.

J. The possibility exists that Contractor has made ALS reimbursement payments to OCFA in the past based on inaccurate patient insurance information. For example, in some instances, Contractor could have remitted to OCFA the full ALS Reimbursement Rate for the transport of a privately insured patient, only to later discover that the transport was a Medicare patient, in which case either the Medicare ALS-1 or ALS-2 Increment should have been paid to OCFA.

K. The parties desire to amend the ALS Billing Agreement to provide Contractor the opportunity to identify and receive credit for any past ALS reimbursement payments to OCFA made in error based on inaccurate patient insurance information. Credit for reimbursements for uninsured patients are specifically excluded from this provision.

NOW, THEREFORE, the parties hereto mutually agree as follows:

### **AGREEMENT**

1. Section 2.2.4 of the ALS Billing Agreement is amended to read as follows:

**“2.2.4 Suspension of Annual Adjustment to ALS Reimbursement Rate.** Notwithstanding Section 2.2.2, and irrespective of any County-approved increases to the BLS Base Rate that may occur following the Second Amendment Effective Date, the ALS Reimbursement Rate shall remain fixed at the amount(s) specified in Section 2.2.3.”

2. Section 2.3.1 of the ALS Billing Agreement is amended to read as follows:

**“2.3.1 Suspension of Annual Adjustment to Medical Supply Reimbursement Rate.** Irrespective of any County-approved increases to the BLS Base Rate that may occur following the Second Amendment Effective Date, the Medical Supply Reimbursement Rate shall remain fixed at the amount specified in Section 2.3.”

3. Section 2.4 of the ALS Billing Agreement is amended to read as follows:

**“2.4 Zero Pay Patients.** OCFA will not require Contractor to pay the established ALS Reimbursement Rate or Medical Supply Reimbursement Rate (nor any portion thereof) for “zero pay patients.” “Zero pay patients” are those calls for service to (1) uninsured patients who do not have any medical insurance, and (2) patients whose only method of healthcare coverage or



insurance is provided by a state or local subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California Child Services ("CCS"); and/or (d) County Medical Services for the Indigent ("County/MSI")). Patients who are covered by additional or supplemental insurers, other than subsidized health care programs, are not "zero pay patients." Contractor may seek relief from making the required reimbursement payments to OCFA by applying for a Zero Pay Patient Exemption, as provided below."

4. Section 3.5 is added to the ALS Billing Agreement to read as follows:

**"3.5 Refund of Past Overpayments.** If Contractor believes that it has made ALS reimbursements and medical supply reimbursements to OCFA between May 28, 2015 and the Second Amendment Effective Date in excess of the amounts required by the ALS Agreement, Contractor may request a refund of any such overpayments. Contractor shall be required to provide such proof as necessary to demonstrate an overpayment. This may require Contractor to hire, at its sole cost and expense, an OCFA-approved independent accounting firm. A refund may be warranted where:

- The \$274.38 maximum ALS Reimbursement Rate was paid to OCFA for a Medicare ALS-1 or ALS-2 Increment patient;
- The \$274.38 maximum ALS Reimbursement Rate and Medical Supply Reimbursement Rate was paid to OCFA for a patient whose only method of healthcare coverage or insurance was provided by a state or local subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California Child Services ("CCS"); and/or (d) County Medical Services for the Indigent ("County/MSI")); or
- The Medicare ALS-1 or ALS-2 Increment and Medical Supply Reimbursement Rate was paid to OCFA for a patient whose only method of healthcare coverage or insurance was provided by a state or local subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California Child Services ("CCS"); and/or (d) County Medical Services for the Indigent ("County/MSI")).

It shall be at the sole discretion of the OCFA Emergency Medical Services Battalion Chief whether to agree to any refund with reasonable cause.

5. Section 4.1 of the ALS Billing Agreement is amended to read as follows:

**"4.1 Monthly Payments to OCFA.** All ALS reimbursements and medical supply reimbursements, as required by this ALS Agreement, (hereinafter referred to as "Monthly Payments") shall be promptly paid by Contractor to OCFA beginning ninety (90) days from the Effective Date, and such payments shall continue to be promptly remitted by Contractor to OCFA thereafter within one hundred and twenty (120) days after the first day of each month throughout the contract term. Zero Pay Patient Exemptions may be requested by Contractor for each qualifying call by following the procedures below. A penalty of \$500 may be imposed for each late payment. If Contractor's monthly payments are sixty (60) days late (or more), Contractor may be assessed a 1½% late fee for each month that payments are not made. Failure to make timely Monthly Payments may be deemed a breach of contract.

6. Except as expressly modified by this Second Amendment, all terms and conditions of the ALS Billing Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as follows, to be effective on the date first set forth above.

**CARE AMBULANCE, Inc.**

Sign: 

Date: 2/23/2008

Name: Troy M. Hagon

Title: CEO

**ORANGE COUNTY FIRE AUTHORITY**

By: \_\_\_\_\_

Ed Sachs, Chair  
OCFA Board of Directors

Date: \_\_\_\_\_

APPROVED AS TO FORM:

David E. Kendig, General Counsel

By: 

ATTEST:

By: \_\_\_\_\_

Sherry A.F. Wentz, Clerk of the Authority



**SECOND AMENDMENT TO  
ADVANCED LIFE SUPPORT SERVICES  
BILLING AGREEMENT**

This Second Amendment to Advanced Life Support Services Billing Agreement ("Second Amendment") is made and entered into this \_\_\_\_ th day of \_\_\_\_\_, 2018 ("Second Amendment Effective Date"), by and between the ORANGE COUNTY FIRE AUTHORITY, a Joint Powers Agency organized pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code, hereinafter referred to as "OCFA," and EMERGENCY AMBULANCE SERVICE, Inc., hereinafter referred to as "Contractor." OCFA and Contractor are referred to collectively herein as the "parties."

**RECITALS**

A. OCFA and Contractor entered into that certain Advance Life Support Services Billing Agreement on May 21, 2015, as amended by that certain Amendment to Advanced Life Support Services Billing Agreement on October 15, 2015 (collectively, "ALS Billing Agreement") which is incorporated herein by this reference.

B. Pursuant to the ALS Billing Agreement, Contractor is obligated to pay OCFA the established ALS Reimbursement Rate for each service call where OCFA personnel perform advance life support ("ALS") services to patients who also receive ambulance transport services from Contractor.

C. Pursuant to the ALS Billing Agreement, Contractor is obligated to pay OCFA the established Medical Supply Reimbursement Rate for each service call where OCFA personnel perform ALS services or Basic Life Support ("BLS") services to patients who also receive ambulance transport services from Contractor.

D. The ALS Reimbursement Rate and the Medical Supply Reimbursement Rate are each subject to the same annual percentage adjustment increase as the County's Basic Life Support emergency ground ambulance rate ("BLS Base Rate") and the Orange County Board of Supervisors periodically considers adjustments to the BLS Base Rate.

E. Notwithstanding any increase to the BLS Base Rate that may be approved by the Board of Supervisors, the parties desire to retain the current ALS Reimbursement Rate and Medical Supply Reimbursement Rate specified in the ALS Billing Agreement and to suspend any increases in the OCFA's ALS Reimbursement Rate and Medical Supply Reimbursement for the remaining term of the ALS Billing Agreement.

F. Pursuant to the ALS Billing Agreement, Contractor is obligated to remit payment to OCFA for ALS reimbursements and medical supply reimbursements within ninety (90) days after the first day of each month ("Reimbursement Period").

G. The parties desire to extend the Reimbursement Period from ninety (90) days to one hundred and twenty (120) days.

H. Pursuant to the ALS Billing Agreement, OCFA does not require Contractor to pay the established ALS Reimbursement Rate or Medical Supply Reimbursement Rate for "zero pay patients", which are defined to include patients whose only method of healthcare coverage or insurance is provided by a state or local subsidized health care program.

I. The parties desire to amend the definition of "zero pay patients" to include uninsured patients who are do not have any medical insurance.

J. The possibility exists that Contractor has made ALS reimbursement payments to OCFA in the past based on inaccurate patient insurance information. For example, in some instances, Contractor could have remitted to OCFA the full ALS Reimbursement Rate for the transport of a privately insured patient, only to later discover that the transport was a Medicare patient, in which case either the Medicare ALS-1 or ALS-2 Increment should have been paid to OCFA.

K. The parties desire to amend the ALS Billing Agreement to provide Contractor the opportunity to identify and receive credit for any past ALS reimbursement payments to OCFA made in error based on inaccurate patient insurance information. Credit for reimbursements for uninsured patients are specifically excluded from this provision.

NOW, THEREFORE, the parties hereto mutually agree as follows:

### **AGREEMENT**

1. Section 2.2.4 of the ALS Billing Agreement is amended to read as follows:

**"2.2.4 Suspension of Annual Adjustment to ALS Reimbursement Rate.** Notwithstanding Section 2.2.2, and irrespective of any County-approved increases to the BLS Base Rate that may occur following the Second Amendment Effective Date, the ALS Reimbursement Rate shall remain fixed at the amount(s) specified in Section 2.2.3."

2. Section 2.3.1 of the ALS Billing Agreement is amended to read as follows:

**"2.3.1 Suspension of Annual Adjustment to Medical Supply Reimbursement Rate.** Irrespective of any County-approved increases to the BLS Base Rate that may occur following the Second Amendment Effective Date, the Medical Supply Reimbursement Rate shall remain fixed at the amount specified in Section 2.3."

3. Section 2.4 of the ALS Billing Agreement is amended to read as follows:

**"2.4 Zero Pay Patients.** OCFA will not require Contractor to pay the established ALS Reimbursement Rate or Medical Supply Reimbursement Rate (nor any portion thereof) for "zero pay patients." "Zero pay patients" are those calls for service to (1) uninsured patients who do not have any medical insurance, and (2) patients whose only method of healthcare coverage or



insurance is provided by a state or local subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California Child Services ("CCS"); and/or (d) County Medical Services for the Indigent ("County/MSI")). Patients who are covered by additional or supplemental insurers, other than subsidized health care programs, are not "zero pay patients." Contractor may seek relief from making the required reimbursement payments to OCFA by applying for a Zero Pay Patient Exemption, as provided below."

4. Section 3.5 is added to the ALS Billing Agreement to read as follows:

**"3.5 Refund of Past Overpayments.** If Contractor believes that it has made ALS reimbursements and medical supply reimbursements to OCFA between May 28, 2015 and the Second Amendment Effective Date in excess of the amounts required by the ALS Agreement, Contractor may request a refund of any such overpayments. Contractor shall be required to provide such proof as necessary to demonstrate an overpayment. This may require Contractor to hire, at its sole cost and expense, an OCFA-approved independent accounting firm. A refund may be warranted where:

- The \$274.38 maximum ALS Reimbursement Rate was paid to OCFA for a Medicare ALS-1 or ALS-2 Increment patient;
- The \$274.38 maximum ALS Reimbursement Rate and Medical Supply Reimbursement Rate was paid to OCFA for a patient whose only method of healthcare coverage or insurance was provided by a state or local subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California Child Services ("CCS"); and/or (d) County Medical Services for the Indigent ("County/MSI")); or
- The Medicare ALS-1 or ALS-2 Increment and Medical Supply Reimbursement Rate was paid to OCFA for a patient whose only method of healthcare coverage or insurance was provided by a state or local subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California Child Services ("CCS"); and/or (d) County Medical Services for the Indigent ("County/MSI")).

It shall be at the sole discretion of the OCFA Emergency Medical Services Battalion Chief whether to agree to any refund with reasonable cause.



5. Section 4.1 of the ALS Billing Agreement is amended to read as follows:

**"4.1 Monthly Payments to OCFA.** All ALS reimbursements and medical supply reimbursements, as required by this ALS Agreement, (hereinafter referred to as "Monthly Payments") shall be promptly paid by Contractor to OCFA beginning ninety (90) days from the Effective Date, and such payments shall continue to be promptly remitted by Contractor to OCFA thereafter within one hundred and twenty (120) days after the first day of each month throughout the contract term. Zero Pay Patient Exemptions may be requested by Contractor for each qualifying call by following the procedures below. A penalty of \$500 may be imposed for each late payment. If Contractor's monthly payments are sixty (60) days late (or more), Contractor may be assessed a 1½% late fee for each month that payments are not made. Failure to make timely Monthly Payments may be deemed a breach of contract.

6. Except as expressly modified by this Second Amendment, all terms and conditions of the ALS Billing Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as follows, to be effective on the date first set forth above.

**EMERGENCY AMBULANCE SERVICE**

Sign: Charles A. Druten Jr.

Date: 2/23/2018

Name: CHARLES A. DRUTEN JR.

Title: C.O.O.

**ORANGE COUNTY FIRE AUTHORITY**

By: \_\_\_\_\_  
Ed Sachs, Chair  
OCFA Board of Directors

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
David E. Kendig, General Counsel

By: David E. Kendig

ATTEST:

By: \_\_\_\_\_  
Sherry A.F. Wentz, Clerk of the Authority



## Orange County Fire Authority **AGENDA STAFF REPORT**

**Board of Directors Meeting  
March 22, 2018**

**Agenda Item No. 3D  
Consent Calendar**

### **Award of Public Works Contract for Phase II of the Tenant Improvement Project for the Urban Search and Rescue Warehouse**

---

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

Dave Anderson, Acting Fire Chief	<a href="mailto:daveanderson@ocfa.org">daveanderson@ocfa.org</a>	714.573.6006
Patrick Bauer, Property Manager	<a href="mailto:patrickbauer@ocfa.org">patrickbauer@ocfa.org</a>	714.573.6471

#### **Summary**

This agenda item seeks approval of the plans and specifications for Phase II of the Tenant Improvement Project at the Urban Search and Rescue (US&R) Warehouse and award of a public works contract to Interlog Construction, Inc., the lowest responsive and responsible bidder, responding to bid RO2254.

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

In 2017, at its January 26, June 22, and July 27, meetings, the Board of Directors and Executive Committee awarded a contract and subsequent contingency fund increases for Phase I of the US&R Warehouse Tenant Improvement Project at a total project amount of \$808,697.

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

1. Approve and award the public works contract to Interlog Construction Inc. from December 19, 2017, in the amount of \$169,500.
2. Authorize a 15% (\$25,350) allowance for contingency for a total not to exceed project amount of \$194,850.

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

Not Applicable.

#### **Fiscal Impact**

Funding for the US&R warehouse tenant improvement project has been approved in the adopted FY 2017/18 Capital Improvement Program Budget, specifically in Fund 123 (Fire Stations & Facilities) for a total Phase II project budget of \$200,000. This proposed \$194,850 contract with Interlog Construction, Inc., is the second phase of a project that began in December 2017, and will continue until the US&R warehouse location is equipped to fully meet OCFA's needs and expectations as an additional training facility and US&R cache storage and deployment location.

#### **Background**

The US&R warehouse is a non-essential, non-emergency response warehouse facility that will be used to store rescue equipment and vehicles comprised of three tractor-trailer trucks, six light-duty vehicles (pickup trucks/SUVs), and eight cargo trailers as required by the Federal Emergency Management Agency.

The facility is primarily a one-story warehouse building that is approximately 135' wide and 220' long. The southern end of the building includes a 53' by 135' mezzanine that creates a second-story office area. The total area is approximately 31,000 square feet. Tenant improvements are required to comply with current California Building Codes and modify existing space to accommodate two large training rooms located on the first floor. This project involves removal and reconstruction of interior walls to better utilize space for classrooms, replacement of lighting, T-bar ceilings, and other electrical work to prepare for future audiovisual equipment.

Robert Stewart Architects was selected through a competitive Request for Qualifications process to develop the plans and specifications for the required tenant improvements.

On November 15, 2017, an Invitation for Bid was issued, and 371 vendors were notified electronically. The bid included plans and specifications with all required modifications needed for the required tenant improvements at the warehouse. Eighteen contractors attended the mandatory job-walk held on November 28, 2017.

On December 20, 2017, the bid due date, five construction bids were received from the following contractors:

- |  |            |
|--|------------|
| 1. H2M Construction, Inc.              | \$ 148,000 |
| 2. Interlog Construction, Inc.         | \$ 169,500 |
| 3. New Millenium Construction Services | \$ 216,890 |
| 4. PCN3, Inc.                          | \$ 219,348 |
| 5. Hoffman Management & Construction   | \$ 234,473 |

Additional research was completed by OCFA staff and to confirm responsiveness of the bid and qualifications of the apparent low-bidder, H2M Construction, Inc. On December 26, 2017, H2M construction issued a letter of intent to withdraw its bid in accordance with Public Contract Code (PCC) 5103. The request for bid withdrawal was received and accepted.

Following the withdrawal of H2M construction and in accordance with PCC 5106, staff confirmed the responsiveness of the second lowest bidder, Interlog Construction, Inc.

OCFA staff also verified the current California State License Board (CSLB) license statuses and registration with the Department of Industrial Relations (DIR) for the prime contractor and each subcontractor as follows:

<b>Contractor/Subcontractor Name</b>	<b>CSLB License Number, Classification, and Expiration</b>	<b>DIR Registration Number</b>
Interlog Construction, Inc.	1011667, A, B, C15, C33; Exp: 3/31/20	1000039731
KP Electrical	1000909, C10; Exp: 3/31/19	1000050610
I-Tech Mechanical Contractor, Inc.	965751, C20; Exp: 4/30/18	1000006151
Excel Acoustics	724511, C2, C61/D50; Exp: 1/31/20	1000006577

As a result of the additional research and communications, qualifications of the second lowest bidder and its subcontractors for this project were confirmed, and its bid was accepted.

Based on the bid results, staff is recommending contract award to Interlog Construction, Inc., the lowest responsive responsible bidder based on base bid in the amount of \$169,500. Staff is also requesting an additional 15% percent (\$25,350) allowance for any unforeseen conditions or owner directed changes that may arise during construction for a total not to exceed the amount of \$194,850. As our regular practice when utilizing project contingency funds, the Board Chair will be notified prior to use of any contingency funds for emergency purposes including unforeseen conditions affecting construction schedule or owner directed changes, and an oral project status report will be presented to the Board at its next regular meeting.

**Attachment(s)**

1. Proposed Contract with Interlog Construction, Inc. (Attachments on file in the Clerk's Office)
2. Schedule of Values
3. Detailed Labor and Fee Breakdown

## **ORANGE COUNTY FIRE AUTHORITY CONSTRUCTION CONTRACT**

Per Bid RO2254

THIS CONTRACT is made and entered into, to be effective, this \_\_\_\_ day of February 2018, by and between Interlog Construction, Inc., hereinafter referred to as "Contractor," and the Orange County Fire Authority, hereinafter referred to as "Authority."

### **SECTION 1 - GENERAL CONDITIONS**

Contractor certifies and agrees that all the terms, conditions, and obligations of the Contract Documents as defined therein, the location of the Project site, and the conditions under which the work is to be performed, have been thoroughly reviewed and enters into this Contract based upon Contractor's investigation of all such matters and is in no way relying upon any opinions or representations of Authority. It is agreed that this Contract and the attached exhibits (collectively "Contract Documents") represent the entire agreement. It is further agreed that the Contract Documents including the General Conditions, Scope of Work, Notice Inviting Bids, Special Instructions to Bidders, if any, Contractor's Bid, and any revision, amendment, or addenda thereto, shall be deemed a part of such Contract Documents, and the Contractor and its subcontractors, if any, will be and are bound by any and all of the Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract. Contractor further certifies and agrees that the work described in the Contract Documents will be performed, installed, constructed, and completed in a professional and expert manner and that all such work will be completed on time and within budget.

### **SECTION 2 - MATERIALS AND LABOR**

Contractor shall furnish, under the conditions expressed in the Contract Documents, at Contractor's own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the Authority, to construct and complete the Project, in good workmanlike and substantial order. If Contractor fails to pay for labor or materials when due, Authority may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, Authority may settle them directly and deduct the amount of payments from the Contract price and any amounts due to Contractor. In the event Authority receives a stop notice from any laborer or material supplier alleging nonpayment by Contractor, Authority shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

Prior to each payment Contractor shall submit a "Conditional Release of Lien upon Progress Payment" with the first, and thereafter each, progress payment application in the amount of the application for payment specifying the period of time for which the Conditional Release applies.

For each subsequent payment period, if payment has been received by Contractor for the previous application, Contractor shall submit an "Unconditional Waiver and Release Upon Progress Payment" for the labor and materials associated with the progress billing satisfied with the prior payment.

The new progress billing is then submitted with a new "Conditional Release of Lien" in the amount of the application for the next specified period of time.

When all project labor and materials have been paid in full, Contractor shall submit an "Unconditional Waiver and Release Upon Final Payment".

Final Payment shall not become due until Contractor submits to Authority's Project Manager: (1) an Unconditional and Final Release of Liens containing an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work and materials for which Authority or Authority's property might in any way be responsible, have been paid or otherwise satisfied, and signed by all subcontractors and suppliers; (2) the consent of the surety to Final Payment; and (3) if reasonably required by the Authority's Project Manager, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in

such form as may be designated by the Authority's Project Manager. Authority's Project Manager may require affidavits or certificates of payment and/or releases from any Subcontractor, laborer, or material supplier.

If any Subcontractor or material supplier refuses to sign the Final Release of Liens or to furnish a release or waiver required by Authority's Project Manager, Contractor may satisfy its obligation with respect to such Subcontractor or material supplier by furnishing a cash bond, assignment of a certificate of deposit, or other liquid security satisfactory to Authority's Project Manager to indemnify Authority against any lien and against the costs and reasonable attorney fees in discharging such lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Authority all monies that the Authority pays in discharging such lien, including all costs and reasonable attorneys' fees, or Authority in its sole discretion may proceed to make a demand against the surety for all such costs and attorney fees. In the event Authority makes demand for payment against the surety, Contractor shall be responsible to reimburse Authority upon demand for any costs and reasonable attorney fees not paid by the surety.

### **SECTION 3 - CONTRACT PRICE AND METHOD OF PAYMENT**

Authority agrees to pay and the Contractor agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of one hundred sixty-nine thousand, five hundred dollars (\$169,500) as shown on Exhibit A.

Within thirty (30) days from the commencement of work, there shall be paid to the Contractor a sum equal to ninety-five percent (95%) of the value of the actual work completed plus a like percentage of the value of material suitably stored at the worksite or approved storage yards subject to or under the control of the Authority, since the commencement of the work as determined by the Authority. Thereafter, on a schedule issued by the Authority at the commencement of the job which shows a minimum of one payment made to the Contractor per month for each successive month as the work progresses and the request for payment due dates from the Contractor to meet the payment schedule, the Contractor shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five percent (95%) of the value of the work completed since the commencement of work as determined by the Authority, less all previous payments, provided that the Contractor submits the request for payment prior to the end of the day required to meet the payment schedule. The Authority will retain five percent (5%) of the amount of each such progress estimate and material cost until the Final Payment.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the Authority's Project Manager, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract, and that the amount stated in the certificate is due under the terms of the Contract. Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

### **SECTION 4 - TIME OF COMMENCEMENT AND COMPLETION**

Contractor agrees to commence the Project within 15 calendar days from the date of execution of this Agreement and shall diligently prosecute the work to completion as provided for in the Contract Documents, excluding delays caused or authorized by the Authority as set forth in Contract Documents.

Time is of the essence of this Contract. As required by the Contract Documents, Contractor shall prepare and obtain approval of all shop drawings, details, and samples, and do all other things necessary and incidental to the prosecution of Contractor's work in conformance with an approved construction schedule. Contractor shall coordinate the work covered by this Contract with that of all other Contractors, subcontractors and of the Authority, if any, in a manner that will facilitate the efficient completion of the entire work in accordance with the Contract Documents. Authority shall have the right to assert complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of Contractor on the premises.

## **SECTION 5 – LIQUIDATED DAMAGES FOR DELAY**

The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4 plus any allowance made for delays or extensions authorized under the Contract Documents, the Authority will sustain damage which would be extremely difficult and impracticable to ascertain. The parties therefore agree that Contractor will pay to Authority the sum of One Thousand Dollars (\$1,000.00) per day, as liquidated damages, and not as a penalty, for each and every calendar day during which completion of the Project is so delayed. Contractor agrees to pay such liquidated damages and further agrees that Authority may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Contract.

## **SECTION 6 – COMPLETION**

Within 10 days after the Contract completion date of the Project, Contractor shall file with the Project Manager its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. The Project Manager may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

Upon receipt of Contractor's affidavit, the Project Manager shall prepare appropriate documentation setting forth the particular details of the completed Project, including but not limited to, description and amount of all change orders, the final amounts of the Contract, as amended, the time and dates of the total agreement and the identification of any unresolved claims or disputes. If necessary, Project Manager shall submit the Project and the agreements to the Board of Directors for acceptance of the job as complete.

## **SECTION 7 – SURETY BONDS**

### **General Requirements**

To the extent required under Civil Code section 9550, the Contractor shall furnish, prior to the signing the Agreement, and maintain thereafter, a payment bond in the amount of 100 percent of the Contract price including all applicable sales taxes. The bond shall be first approved by the office of the Counsel of the Authority. Such bonds shall be in substantially the form provided in the Contract Documents and issued by a surety authorized by the State Insurance Commissioner to do business in California, and have and maintain, throughout the life of the Project, at least an A- policyholder's rating, or better, and a financial rating of Class VII, or better, in accordance with the most current A.M. Best's Rating Guide.

### **Unacceptable Surety**

If any surety upon any bond furnished in connection with the Contract Documents becomes unacceptable to the Authority, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Project Manager, the Contractor shall promptly furnish such additional security as may be required by the Project Manager or the Board of Directors from time to time to protect the interests of the Authority and of persons supplying labor materials in the prosecution of the work contemplated by this Contract.

## **SECTION 8 – INSURANCE**

Contractor is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation. Contractor and all subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against Authority, its officers, agents, and employees and shall issue an endorsement certificate to the policy evidencing same.

Contractor shall at all times carry, on all operations hereunder, bodily injury, personal injury, including death and property damage liability insurance, including automotive operations, bodily injury and property



damage coverage; and builders' all risk insurance. All insurance coverage shall be in amounts specified by Authority in the Insurance Requirements and shall be evidenced by the issuance of a certificate in a form prescribed by the Authority and shall be underwritten by insurance companies satisfactory to Authority for all operations, subcontract work, contractual obligations, product or completed operations, all owned, hired, and non-owned vehicles. Said insurance coverage obtained by the Contractor, excepting workers' compensation coverage, shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the Authority to add the following provisions to the insurance policies: (1) the policy or policies shall name the Authority, its Directors, Officers, Officials, Agents, Employees, Project Manager, Volunteers and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents, and Employees, as determined by the Authority, as additional insured on said policies; and (2) each policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the Authority, its Directors, Officers, Officials, Agents, Employees, Project Manager, Volunteers or Consultants, shall not contribute with the primary insurance.

Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverage and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days written notice to Authority.

Contractor shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed and accepted by Authority. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of Authority by Contractor under this Contract. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-" Class VII or better: However, Authority will accept State Compensation Insurance Fund, for the required policy of Worker's Compensation subject to Authority's option to require a change in insurer in the event the State Fund financial rating is decreased below "B".

Workers' Compensation	Minimum of \$1,000,000 - In Accordance with the Workers' Compensation Act of the State of California.
General Liability, including operations, products and completed operations	\$5,000,000, per occurrence for bodily injury, personal injury and property damage/\$5,000,000 aggregate. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the required occurrence limit. For those businesses that are self-insured, a written declaration by the principal of the business should be provided.
Automobile Liability, including owned, hired, and non-owned vehicles	\$1,000,000 combined single limit per occurrence; \$1,000,000 uninsured motorist.
Builder's Risk	All Risk Basis; Completed value of the project without co-insurance penalty provided.

Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Service Office (ISO) Business Auto Coverage (Form CA 0001) covering any auto.



Authority or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates. Contractor shall pay the premiums on the insurance hereinabove required.

Contractor shall either: (1) include all subcontractors engaged in any work relating to this Contract as additional named insureds under the Contractor's insurance policies, or (2) Contractor shall be responsible for causing its subcontractors to procure, maintain and submit evidence to Authority of insurance of the same types, in the same amounts, and in compliance with the terms of the insurance requirements set forth in this section, including submittal of all required endorsements. All insurance policies provided by Contractor's subcontractors performing any work related to this Contract shall be endorsed to name the Authority, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subcontractor to commence any work relating to this Contract unless and until it has provided evidence satisfactory to Authority that the subcontractor has secured all insurance required under this section. Payment under this Contract for services performed by subcontractors may be withheld by Authority until evidence satisfactory to Authority is provided that the subcontractor has secured all the required insurance is provided to Authority.

### **SECTION 9 – RISK AND INDEMNIFICATION**

All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of Contractor alone. Contractor agrees to save, indemnify and keep Authority, its Directors, Officers, Agents, Employees, Project Manager, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, except that the indemnity obligation of Contractor shall be reduced by an amount proportional to the active negligence of the Authority, if any, and will make good to and reimburse Authority for any expenditures, including reasonable attorneys' fees Authority may incur by reason of such matters, and if requested by Authority, will defend any such suits at the sole cost and expense of Contractor.

In the event Contractor or its insurer refuses or fails to provide a legal defense to Authority after receiving written notice of the legal action and a tender and demand for defense, Authority shall have the right to select counsel of its own choice to represent all the interests of the Authority. Contractor agrees that the amount of legal costs and expenses, including attorneys' fees, may be withheld by Authority from any Contract amounts due and owing to Contractor until such time as a final determination is made as to the responsibility for payment of said fees and costs.

### **SECTION 10 – CONTRACT DOCUMENTS**

For the purposes of this Agreement the "Contract Documents are the items listed below. The Contract Documents are hereby incorporated into this Agreement and made a part thereof by this reference.

- 1) OCFA Invitation for Bid RO2254
- 2) Orange County Fire Authority General Conditions
- 3) Contractor Bid responding to Bid RO2254 of (December 19, 2017)
- 4) Contractor Bid Bond dated December 12, 2017
- 5) Contractor Performance Bond
- 6) Contractor Labor and Materials Payment Bond
- 7) Designation of Subcontractors
- 8) Non-Collusion Affidavit
- 9) Site Visit Certification dated: November 28, 2017
- 10) Contractor Certification of Worker's Compensation
- 11) Contractor Certification of Non-Discrimination by Contractors
- 12) Contractor Debarment and Suspension Certification

- 13) Designator of Sureties
- 14) Prevailing Wage Certification
- 15) Addenda to Bid: RO2254
- 16) Supplemental Agreements amending or extending the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner

### **SECTION 11 – MISCELLANEOUS PROVISIONS**

Compliance with Labor Code and Public Contract Code. Authority is subject to the provisions of law relating to prevailing wages, labor law generally, and public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this Contract to the same extent as though set forth herein, and will be complied with by the Contractor.

No contractor or subcontractor may be listed on a proposal for a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded or perform a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall not pay less than the prevailing wage. It shall be the responsibility of the Contractor to obtain the prevailing wage rates from the Director of Industrial Relations directly.

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

Assignment. Contractor shall neither delegate its duties or obligations, nor assign its rights with respect to this Contract, either in whole or in part. Any such attempted delegation and/or assignment shall be void and deemed void at such occurrence, if it were to occur.

Computation of Time. When any period of time is referred to in these Contract Documents by days, it shall be computed to exclude the first and include the last day of the period, provided, however, that if the last day of the period falls on a Saturday, Sunday, or legal holiday, that day shall be omitted from the computation.

Interest. Any monies not paid when due to either party under this Contract shall bear interest at the rate of ten (10%) percent per annum, commencing on the forty-sixth (46th) day after demand for payment thereof after such monies are lawfully due and payable, except as otherwise provided in these Contract Documents.

Remedies Cumulative. No remedy herein reserved to Authority is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other given in the Contract as now or hereafter existing or at law, equity, or by statute.

Non-waiver. The failure of the Authority to notify the Contractor of any default under this Contract shall not be deemed to be a waiver by Authority of any continuing default by Contractor of any term, covenant, or condition set forth in this Contract, nor of the Authority's right to declare a default for any such continuing breach, and the failure of Authority to insist upon strict performance of any of the terms, covenants, or conditions of the Contract, or to exercise any option in the Contract in any one or more instances, shall not be construed as a waiver or relinquishment of any such terms, covenants, conditions or options, but the same shall be and remain in full force and effect.

Severability. In case any one or more provisions set forth in the Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract, and this Contract shall be construed as if such invalid, illegal, or

**Severability.** In case any one or more provisions set forth in the Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein so long as the deletion of such provision does not, in the Authority's judgment, materially alter this Contract.

**No Third Party Beneficiaries.** This Contract is not intended and shall not be deemed or construed, to confer any rights, powers, or privileges on any person, firm, partnership, corporation, or other entity not a party to this Contract except as may be expressly provided in the Contract to the contrary.

**Oral Agreements.** No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Contract, and none of the provisions of the Contract shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or Modification in writing and executed in the manner required in this Contract by authorized officers or representatives of the Parties. No evidence shall be introduced in any proceeding of any other waiver or modification.

**Counterparts.** This Contract may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same agreement.

**Governing Law.** The Contract, including the Contract Documents, shall be governed by the laws of the State of California.

**Services Prior to Execution.** Notwithstanding the fact that this Contract is executed as of the date first set forth above, the Parties recognize that a portion of the Work required under the Contract may have been performed prior to such date, all of which Work shall be governed by the terms and conditions of this Contract and shall be deemed to be a part of the Work. Without limiting the foregoing, all of Contractor's liabilities and obligations to Authority shall apply to all Work and services provided by the Contractor for the Work prior hereto, notwithstanding the fact that the Work may have been performed prior to the date hereof pursuant to prior negotiations, representations, agreements, understandings, or otherwise.

**Survival of Rights.** Any indemnity, warranty, guarantee given by the Contractor to the Authority under this Contract shall survive the expiration or termination of this Contract and shall be binding upon Contractor until any action under this Contract is barred by the applicable statute of limitations.

**Dispute Resolution.** Any claim, as that term is defined in Public Contract Code section 9204, shall be resolved in accordance with that Section.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Construction Agreement as of the date first hereinabove written.

**"OCFA"**

**ORANGE COUNTY FIRE AUTHORITY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Debbie Casper, Purchasing Manager

**"CONTRACTOR"**

Interlog Construction, Inc.

Date: 2/1/2018

By:  \_\_\_\_\_

Justin Kwon, President

Date: 2/1/2018

By:  \_\_\_\_\_

Justin Kwon, Secretary

**Schedule of Values  
INTERLOG CONSTRUCTION, INC**

			DESCRIPTION OF WORK										
PROJECT TITLE:			Tenant Improvements - USAR Warehouse (Phase II) PLEASE VERIFY PROPER CALCULATION										
R02254													
			MATERIAL		LABOR		EQUIPMENT		TOTALS				
Item Description	UOM	Unit Quan	Unit Quan	Item Unit Cost	Unit Quan	Item Unit Cost	Unit Quan	Item Unit Cost	By Item Total	Major Item LS Total			
MECHANICAL											\$	22,000	NOTES
Installation of New T-Bar Registers & Grilles	L.S.	1	20	250	24	96.40				\$ 7,314			
Installation of New Flex Duct to New Registers	L.S.	1	20	251.6	80	96.40			\$ -	\$ 12,744			
Installation of New T-Stats			2	200	16	96.40			\$ -	\$ 1,942			
Duct Cleaning	L.S.	1							\$ -	\$ -			
ELECTRICAL											\$	48,300	
Installation of New LED Lighting & Circuits	L.S.	1	47	350	80	83.78				\$ 23,152			
Installation of New Occupancy Switches	L.S.	1	1	3500	52	83.78			\$ -	\$ 7,857			
Installation of New Wall, Floor, and A/V power outlets	L.S.	1	1	6913.04	80	83.78			\$ -	\$ 13,615			
Installation of New Illuminated Exit Sign Power & Emergency Lighting	L.S.	1	8	250	20	83.78			\$ -	\$ 3,676			
PLUMBING											\$	16,000	
Demo & Cap Existing Sink in Training 103	L.S.	1	1	2000	20	97.39			\$ -	\$ 3,948			
Demo & Cap Existing Floor Sink in Training 103	L.S.	1	1	2000	40	97.39			\$ -	\$ 5,896			
Fire Sprinkler System - Adjust Heads as Indicated - Flush System & Replace Heads as Needed	L.S.	1	1	2261	40	97.39			\$ -	\$ 6,157			
ARCHITECTURAL											\$	83,200	
Installation of New T-Bar Ceilings	L.S.	1	2500	3	144	74.74			\$ -	\$ 18,263			
Installation of New Walls & soffits	L.S.	1	2000	4	272	74.78			\$ -	\$ 28,340			
Installation of New Doors	L.S.	1	5	1291.049	32	74.78			\$ -	\$ 8,848			
Installation of Flooring - Removal of ACT & carpet flooring & base - Patching and reconditioning of floor (Training 103) - Floor sink removal (Training 103) - All new flooring to be in new and ready to use condition	L.S.	1	2500	2.95	112	67.16			\$ -	\$ 14,897			
New Paint	L.S.	1	4000	1.5	96	59.53			\$ -	\$ 11,715			
Installation of Signage as Indicated	L.S.	1	6	100	8	67.16			\$ -	\$ 1,137			

**Total \$ 169,500**



**Detailed Labor and Fee Breakdown**  
**Orange County Fire Authority**  
**RO2254 - Tenant Improvements - USAR Warehouse (Phase II)**  
 PLEASE VERIFY PROPER CALCULATION

**INTERLOG CONSTRUCTION, INC.**  
**LABOR RATES FEE SCHEDULE**

PROJECT FEE BY TASK BY PERSONNEL			Classification 1 (Ex. Electrical)		Discipline 2 (Ex. Structural)		Discipline 3 (Ex. Drainage)		Discipline 4 (Ex. Survey)		TOTAL HOURS PRIME CONSULTANT	TOTAL FEE Prime Consultant Name	TOTAL FEE Sub Consultant 1 Discipline (Ex. Geotechnical)	TOTAL FEE Sub Consultant 2	TOTAL FEE Sub Consultant 3	TOTAL PROJECT FEE	
Task Description	Project Director/Point of Contact	Project Manager	LABORER	CARPENTER	PAINTER	PLUMBER	SHEET METAL	ELECTRICIAN	Title	Title							Title
Burdened Hourly Rate:	\$70.00	\$80.00	\$67.16	\$74.78	\$59.53	\$97.39	\$96.40	\$83.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ESTIMATED FEE FOR PREVAILING WAGE RELATED ACTIVITIES												\$ -	\$ -	\$ -	\$ -	\$ -	
TASK 1: CONSTRUCTION																	
Task 1.1 SUPERVISION	80	240										320	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00
Task 1.2 DEMO			120									120	\$ 8,059.50	\$ -	\$ -	\$ -	\$ 8,059.50
Task 1.3 FRAMING				120								120	\$ 8,973.00	\$ -	\$ -	\$ -	\$ 8,973.00
SUBTOTAL	80	240	120	120	0	0	0	0	0	0	0	560	\$ 37,032.50	\$ -	\$ -	\$ -	\$ 37,032.50
TASK 2: CONSTRUCTION																	
Task 2.1 CABINET				40								40	\$ 2,991.00	\$ -	\$ -	\$ -	\$ 2,991.00
Task 2.2 WALL INSULATION				8								8	\$ 598.20	\$ -	\$ -	\$ -	\$ 598.20
Task 2.3 DOOR / FRAME / HW				32								32	\$ 2,302.80	\$ -	\$ -	\$ -	\$ 2,302.80
SUBTOTAL	0	0	0	80	0	0	0	0	0	0	0	80	\$ 5,982.00	\$ -	\$ -	\$ -	\$ 5,982.00
TASK 3: CONSTRUCTION																	
Task 3.1 DRYWALL				120								120	\$ 8,973.00	\$ -	\$ -	\$ -	\$ 8,973.00
Task 3.2 ACOUSTICAL CEILING				144								144	\$ 10,767.60	\$ -	\$ -	\$ -	\$ 10,767.60
Task 3.3 PAINT					96							96	\$ 5,714.40	\$ -	\$ -	\$ -	\$ 5,714.40
SUBTOTAL	0	0	0	264	96	0	0	0	0	0	0	360	\$ 25,455.00	\$ -	\$ -	\$ -	\$ 25,455.00
TASK 4: CONSTRUCTION																	
Task 4.1 PLUMBER						120						120	\$ 11,686.68	\$ -	\$ -	\$ -	\$ 11,686.68
Task 4.2 HVAC SHEET METAL							120					120	\$ 11,568.42	\$ -	\$ -	\$ -	\$ 11,568.42
Task 4.3 ELECTRICIAN								232				232	\$ 19,437.19	\$ -	\$ -	\$ -	\$ 19,437.19
SUBTOTAL	0	0	0	0	0	120	120	232	0	0	0	472	\$ 42,692.29	\$ -	\$ -	\$ -	\$ 42,692.29
TASK 5: CONSTRUCTION																	
Task 5.1 Description												0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5.2 Description												0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5.3 Description												0	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL LABOR FOR PREVAILING WAGE RELATED ACTIVITIES												1,472	\$ 111,161.79	\$ -	\$ -	\$ -	\$ 111,161.79
Other Direct Costs:																	
Task 1 Description													\$ -	\$ -	\$ -	\$ -	\$ -
Task 2 Description													\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 Description													\$ -	\$ -	\$ -	\$ -	\$ -
Task 4 Description													\$ -	\$ -	\$ -	\$ -	\$ -
Task 5 Description													\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL													\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ESTIMATED FEE FOR TRAINING, SUPPORT, AND OTHER NON-PREVAILING WAGE RELATED ACTIVITIES												\$ 111,161.79	\$ -	\$ -	\$ -	\$ 111,161.79	
OPTIONAL (TIME OF DAY)																	
TASK 6: CONSTRUCTION																	
Task 6.1 Description												0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6.2 Description												0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6.3 Description												0	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 7: CONSTRUCTION																	
Task 7.1 Description												0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7.2 Description												0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7.3 Description												0	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 8: CONSTRUCTION																	
Task 8.1 Description												0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8.2 Description												0	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8.3 Description												0	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL LABOR FOR NON-PREVAILING WAGE RELATED ACTIVITIES												0	\$ -	\$ -	\$ -	\$ -	
TOTAL ESTIMATED LABOR FEES FOR PREVAILING WAGE AND NON-PREVAILING WAGE ACTIVITIES													\$ 111,161.79	\$ -	\$ -	\$ -	\$ 111,161.79
Coding (Direct Costs, Training)																	
Task 6 Description													\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 Description													\$ -	\$ -	\$ -	\$ -	\$ -
Task 8 Description													\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL													\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ESTIMATED FEE FOR TRAINING, SUPPORT, AND OTHER NON-PREVAILING WAGE RELATED ACTIVITIES												\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL ESTIMATED LABOR FEES FOR PREVAILING WAGE AND NON-PREVAILING WAGE ACTIVITIES													\$ 111,161.79	\$ -	\$ -	\$ -	\$ 111,161.79



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
March 22, 2018

Agenda Item No. 3E  
Consent Calendar

**Policy for Processing Complaints Against the Fire Chief**

---

**Contact(s) for Further Information**

Brigette Gibb, Human Resources Director [brigettegibb@ocfa.org](mailto:brigettegibb@ocfa.org)

714.573.6353

**Summary**

This item is submitted for Committee review and recommendation to bring before the Board for adoption of a policy in processing complaints submitted against the Fire Chief.

**Prior Board/Committee Action**

**Human Resources Committee Recommendation: *APPROVE***

On February 25, 2016, the Board requested that legal counsel draft a policy addressing complaints against the Fire Chief for Board review and approval.

On April 5, 2016, the Human Resources Committee (HRC) reviewed a draft policy and requested that legal counsel make revisions to the draft in order to delegate decision-making authority with respect to the handling of complaints against the Fire Chief to a subcommittee of the Board, consisting of the Chair, Vice-Chair, and Human Resources Committee Chair. Modifications consistent with the direction received from the HRC were made to this Policy, but due to the desire to have the procedure regarding investigating employee misconduct considered around the same time, staff is now bringing back the modified Policy pertaining to the processing of complaints against the Fire Chief.

At its regular February 6, 2018, meeting, the Human Resources Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Approve and adopt the policy as submitted.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

Pursuant to his/her employment agreement, the Fire Chief serves at the pleasure of the Board. In turn, the Human Resources (HR) Director reports directly to the Fire Chief. While decisions about the handling of employee complaints are ordinarily made by the HR Director, in the event the Fire Chief is accused of misconduct, decisions about matters such as whether to place the Fire Chief on administrative leave, whether to conduct an investigation, and who should conduct the investigation must be made by the Board or another designated body or person with authority over the Fire Chief.

The revised draft policy was prepared by legal counsel, reviewed by Human Resources, and addresses the handling of complaints made against the Fire Chief.

**Attachment(s)**

Proposed Policy for Processing Complaints Against the Fire Chief



MEMORANDUM

TO: Human Resources Committee  
Orange County Fire Authority

FROM: Barbara Raileanu

DATE: May 26, 2016

RE: OCFA Board Policy and Procedure For Complaints Against Fire Chief

---

Notwithstanding other procedures set forth in OCFA policies, including General Order #42, Standing Operating Procedure AM 103.21, and the Grievance Procedures applicable to each respective bargaining unit, this Policy shall serve as the sole and exclusive procedure for addressing internal complaints against the Fire Chief.

The Board of Directors of OCFA hereby adopts the following policy and procedure to address such complaints.

1. Complaints alleging violations of state or federal law, policy violations, or fraudulent conduct exclusively against the Fire Chief of OCFA shall be referred to a subcommittee of the Board of Directors consisting of the Chair and Vice-Chair of the Board and the Chair of the Human Resources ("HR") Committee. Such allegations shall be set forth in writing and submitted to any member of this subcommittee, either directly or through the Human Resources Director, at the complaining party's choice.

2. Such Complaint must be filed immediately, or as soon as practicable, after the event or events which gave rise to the concern with either the HR Director, the OCFA Board Chair or Vice Chair or the HR Committee Chair. Once the Complaint is received, the HR Director will request the Complainant to provide, in writing, information substantiating the Complaint, including any and all witnesses to the alleged improper conduct as well as supporting documentation. The HR Director shall provide this information to the subcommittee members for their consideration.

3. As soon as possible after the Complaint and substantiating information is received by the subcommittee, the subcommittee shall schedule a special meeting with OCFA's Labor Counsel in attendance. The subcommittee shall have authority to determine whether, based on the nature of the Complaint, (a) the Fire Chief will be placed on a paid administrative leave; (b) an investigation is necessary; (c) the scope and nature of the investigation. If an outside investigation is deemed necessary, the subcommittee shall, with OCFA's Legal Counsel or outside legal counsel

(if deemed appropriate), select a qualified investigator to immediately commence an investigation. The subcommittee shall have authority to defer any of these decisions to the Board of Directors. In addition, the subcommittee shall have authority to delay the decision of whether to place the Fire Chief on administrative leave until after an initial evaluation of the merits of the Complaint has been provided by the selected investigator or after the subcommittee has spoken with the Complaining Party and/or the Fire Chief, as deemed necessary and appropriate by the subcommittee.

4. Any decisions regarding placement of the Fire Chief on paid administrative leave pending an investigation shall be based on a reasonable belief of one or more of the following: the Fire Chief's continued presence in the workplace during the investigation: (1) could pose a threat to the complaining employee or others, (2) could result in destruction of or tampering with OCFA property, or (3) could interfere with or jeopardize legitimate OCFA interests.

5. The Fire Chief may be notified after the subcommittee meeting, but no later than one day prior to his or her interview, that a Complaint has been filed against him or her or and / or that he or she has been placed on paid administrative leave. No specifics will be provided but only the general nature of the Complaint. The selected investigator shall have authority to schedule interviews and direct that employees participate.

6. The selected investigator or investigators shall prepare either a written or oral report of their findings (at the discretion of the subcommittee) and shall present their findings as soon as possible after the completion of all interviews and document review. The written report, if there is one, shall be provided to the subcommittee members prior to any meeting of the subcommittee for purposes of discussing the findings. Any oral reports will be provided to the subcommittee by the investigator or investigators during a properly agendaized special meeting of the Committee.

7. After the review and analysis of the investigation report is completed, the subcommittee shall make recommendations concerning any action that may be necessary to be taken to the Board of Directors.

8. Following final Board action, the Complainant and Fire Chief will receive notice whether the allegations were sustained, not sustained or unfounded through the Committee Chair. A "sustained" allegation is one which is supported by sufficient proof. An allegation which is "not sustained" is one where the evidence is not sufficient to prove or disprove the allegation. An "unfounded" allegation is one which is false or otherwise not based on valid facts. The Complainant will not be notified of the nature of any disciplinary action taken against the Fire Chief.



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Board of Directors Meeting**  
**March 22, 2017**

**Agenda Item No. 3F**  
**Consent Calendar**

**Ratify Appointment to Executive Committee**

---

**Contact(s) for Further Information**

Lori Zeller, Assistant Chief Business Services Department	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Sherry Wentz, Clerk of the Authority	<a href="mailto:sherrywentz@ocfa.org">sherrywentz@ocfa.org</a>	714.573.6041

**Summary**

This agenda item is submitted to ratify the Executive Committee appointment.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

Ratify the appointment of Director Hernandez (Yorba Linda) to the Executive Committee.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

The Executive Committee, as defined by Rule 9(b) of the Board of Directors Rules of Procedure, consists of no more than nine (9) members of the Board of Directors. The Executive Committee membership is comprised of the following designated positions: the Chair and Vice Chair of the Board of Directors, the immediate past Chair of the Board, and the Chair of the Budget and Finance Committee. In addition, up to five at-large members, who must include at least one member of the County Board of Supervisors, may serve as members of the Committee. In the selection of at-large members, appointments shall be made in such a manner as to achieve approximately the ratio of cash contract cities to total member agencies of the Authority.

The Chair of the Board may make at-large appointments to the Executive Committee to fill any vacancies, subject to approval by the Board of Directors. Due to the recent reorganization of the Board, Chair Sach has moved Director Hernandez (Yorba Linda) from his former Immediate Past Chair seat to an At-Large seat previously filled by Director Gamble on the Executive Committee.

Therefore, pursuant to Rule 9 of the OCFA Board of Directors Rules of Procedures, and subject to the confirming vote by the Board of Directors, the membership of the Executive Committee will be as follows:

Ed Sachs, Chair – Mission Viejo  
Joe Muller, Vice Chair - Dana Point  
Beth Swift, Immediate Past Chair – Buena Park\*  
Todd Spitzer, At-Large Member - County Board of Supervisors  
Shelley Hasselbrink, Vice Chair – Budget and Finance Committee Alternate  
Noel Hatch, At-Large Member – Laguna Woods  
Gene Hernandez, At-Large Member – Yorba Linda  
David John Shawver, At-Large Member – Stanton\*  
Tri Ta, At-Large Member – Westminster\*

Structural Fire Fund Alternates:      Vacancy  
   Vacancy  
   Vacancy

Cash Contract Alternates:              Vacancy  
   Vacancy  
   Vacancy

\* = Cash Contract City

**Attachment(s)**

None.



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Board of Directors Meeting**  
**March 22, 2018**

**Agenda Item No. 5A**  
**Discussion Calendar**

**Fire Service Proposal for Emergency Services**  
**for the City of Garden Grove**

---

**Contact(s) for Further Information**

Mike Schroeder, Assistant Chief  
Organizational Planning Department

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

714.573.6008

Brad Phoenix, Battalion Chief  
Strategic Services

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

714.573.6198

**Summary**

This agenda item is requesting approval to submit the Garden Grove Fire Service Proposal for Emergency Services to the City of Garden Grove for its consideration.

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

At its September 28, 2017, meeting, the Board authorized staff to develop a proposal for fire services for the City of Garden Grove. The proposal was at the request of the City; the City paid the OCFA's required \$75,000 for the proposal prior to commencement of its preparation.

**RECOMMENDED ACTION(S)**

Approve and authorize staff to submit the Orange County Fire Authority's proposal to the City of Garden Grove for its consideration.

**Impact to Cities/County**

Should the City of Garden Grove accept the proposal, the new contractual relationship with Garden Grove will have positive benefits to our regional delivery of services on behalf of existing member agencies.

**Fiscal Impact**

The proposed contract price contained in the proposal includes funding to cover all new OCFA costs associated with serving the City of Garden Grove, including direct labor, support labor, services and supplies, administrative overhead, vehicle replacement, and station maintenance.

**Background**

On September 22, 2017, the Orange County Fire Authority (OCFA) received a formal written request from the City of Garden Grove seeking a Fire Service Proposal for Emergency Services. This request seeks a comprehensive assessment and costing for the OCFA to provide emergency medical and fire services, which also includes fire prevention and dispatch services for Garden Grove.

When adding a new member city, the OCFA Amended Joint Powers Agreement (JPA) permits the Board of Directors to set terms and conditions that may vary from those set forth in the Agreement; however, in developing the proposal, staff modeled the existing JPA terms for cash contract costs, caps, and the contractual relationship with OCFA. Staff recommends that the Board of Directors approve the Garden Grove Fire Service Proposal (Attachment) and direct staff to submit the proposal to the City of Garden Grove for its consideration. If Garden Grove is interested in pursuing the proposal further, the next step would be for staff to develop a Fire Services and Emergency Medical Services Agreement and a Transition Plan for formal approval by both the City of Garden Grove and the OCFA's Board of Directors.

**Attachment(s)**

Garden Grove Fire Services Proposal

# City of Garden Grove

## Fire Service Proposal



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

March 22, 2018



## Table of Contents

<b>Summary of Proposal</b>	<b>4</b>
Service Option Overview	5
Deployment Comparison	6
Start-Up Cost Summary	6
Long-Term Savings	7
Garden Grove's 2016 Deployment Report	8
Cost Control	9
Associated Savings	11
Benefits of Contracting with OCFA	12
Transition of Garden Groves City's Fire Department	12
<b>Governance Structure</b>	<b>13</b>
Board of Directors	13
Executive Committee	13
Budget and Finance Committee	14
Claims Settlement Committee	14
Human Resource Committee	14
City Managers' Technical Advisory Committee	14
City Managers' Budget and Finance Committee	15
<b>Fiscal Considerations</b>	<b>15</b>
OCFA's Fiscal Strength	15
Structural Fire Fund Cities	16
Cash Contract Cities	16
Future Options for Withdrawal from OCFA	16
<b>Overview of Garden Grove Fire Department</b>	<b>17</b>
Dispatch Comparative	18
<b>Overview of OCFA</b>	<b>19</b>
<b>Organizational Structure</b>	<b>20</b>
Executive Management	20
Business Services	21
Community Risk Reduction (Fire Prevention)	22
Operations Department	23
Human Resources	27

## Garden Grove Proposal for Emergency Services

Organizational Planning _____	28
Support Services Department _____	29
<b>Resource and Strategic Decisions _____</b>	<b>31</b>
Resource Decisions _____	31
Local Control and the OCFA Liaison _____	32
<b>Apparatus _____</b>	<b>33</b>
<b>Facilities _____</b>	<b>34</b>
OCFA Leasing of Facilities _____	35
Hazard Issues _____	35
<b>Personnel _____</b>	<b>36</b>
Compensation _____	36
Seniority _____	37
Probation _____	37
Medical/Physicals/Fingerprint/DMV _____	37
Sick Bank _____	37
Vacation Accrual _____	38
<b>Transition _____</b>	<b>38</b>
Priority Tasks _____	38
Essential Tasks _____	39
Non-Essential Tasks _____	39
<b>Start-Up Costs _____</b>	<b>40</b>
Service Center _____	40
Personnel _____	41
Fleet Services _____	41
Communication Services/Information Technology _____	41
Facilities _____	41
<b>Adoption of Codes and Ordinances _____</b>	<b>43</b>
<b>Documents for City Council Approval _____</b>	<b>43</b>
<b>Facility Issues _____</b>	<b>44</b>
<b>Glossary _____</b>	<b>45</b>
<b>2018 OCFA Board of Directors (Attachment A) _____</b>	<b>47</b>
<b>OCFA Service Area Map (Attachment B) _____</b>	<b>52</b>
<b>2017/18 CRR Adopted Fee Schedule (Attachment C) _____</b>	<b>53</b>

# Foreword

The Orange County Fire Authority (OCFA) evaluated the feasibility of providing contract services to the City of Garden Grove. This proposal is presenting OCFA's method of providing the highest quality services to the residents of Garden Grove. I welcome this opportunity to describe our regional fire service delivery system.

The principle benefits of a regional system are reduced costs, increased effectiveness, and a depth of resources unmatched within the county. The consolidation of resources, the streamlining of overhead and a partnership in a regional protection system is beneficial for all parties.

The results the OCFA achieves every day in providing protection to our communities occur through individual and team dedication, commitment, and organizational values. I am proud of the men and women of the Orange County Fire Authority, and I am confident the residents of Garden Grove will feel similar pride, if we become your City's fire service provider.

The cost provided herein represents the cost of our services including our basic service charge, station maintenance, and equipment and vehicle replacement costs. The costs represented are for fiscal year 2018/19 and expire June 2019. I have included a brief description of each of OCFA's departments and sections to provide you with an overview of the services available from us as a regional provider. Our commitment is proclaimed in our Mission Statement:

***We enhance public safety and meet the evolving needs of our communities through education, prevention, and emergency response.***

*Patrick McIntosh*  
Interim Fire Chief

# Summary of Proposal

The OCFA deploys resources based on a regional service delivery system, assigning personnel and equipment to emergency incidents without regard to jurisdictional boundaries. Regional fire protection offers the citizens a wide range of services that translates into quality and strength extending well beyond the fire station. It enables the use of existing administrative resources on a broader scale, increases purchasing power for major expenditures, and maximizes the use of all emergency and support resources within the OCFA, regardless of jurisdictional boundaries or physical location.

The Authority presents this service proposal based on OCFA established response standards for structure fires, consisting of three engines, one truck, one paramedic unit, and one battalion chief. All structure fires will have an assigned Advanced Life Support (ALS) unit in the form of a paramedic engine, truck, or squad/van. OCFA determines appropriate emergency response utilizing computer Geographic Information Systems (GIS) programs, data analysis, and OCFA's Standards of Coverage. Garden Grove's geographical size and population warrant the creation of a new battalion within the OCFA utilizing the existing foot print of Garden Grove Battalion One. A Division Chief will provide a level of local control for the City Council and staff by participation on relevant public safety committees, participation at city staff meetings, and attendance at City Council meetings.

OCFA's Emergency Medical Service (EMS) model is three faceted. The first is Emergency Medical Dispatch, where a caller is provided life-saving instructions, while fire department units respond. The second is to front load paramedic service, allowing the first arriving units to provide paramedic level care upon arrival. To ensure only the highest level of service for the City of Garden Grove, the OCFA, as well as the current Garden Grove deployment model has positioned a paramedic unit capable of delivering ALS, at every station and on every unit. Although the OCFA developed the current Paramedic Assessment Unit (PAU) program being utilized within Orange County, it still requires an additional paramedic unit to fulfill the ALS requirement of two paramedics to meet the requirements set by the Orange County Emergency Medical Service Agency (OCEMSA). This additional unit impacts on-scene time and takes the availability of another resource out of service. Within this proposal, the OCFA will increase the number of two-person paramedic units by one-hundred thirty-three percent (133%); every unit in service in Garden Grove will have full ALS capabilities. Transportation of patients is the third facet of EMS delivery and is provided by a private ambulance company in Garden Grove.

All of our partner communities have unique characteristics and demographics, and OCFA strives to meet the diverse needs of each. Creating a diverse workforce that matches our service areas is an OCFA value. Adapting to this need in Garden Grove will benefit the service level provided to the entire OCFA system.

## Garden Grove Proposal for Emergency Services

### ***Service Option Overview***

Contract costs detailed in this proposal reflect the cost of all emergency response units assigned to the City of Garden Grove. These costs include all the equipment, personnel, vehicle and equipment depreciation, station maintenance; as well as services available through OCFA as a regional provider such as urban search and rescue, air operations, fire mechanics, fire prevention and education professionals, handcrews, dozers, dispatch, and all administrative staff. The added benefit to the City of Garden Grove of this regional approach is that it enables the use of existing administrative resources such as Planning and Development, Inspection and Investigation Services, as well as Public Education on a broader scale. In addition, the City will have dedicated Fire Prevention Officers with the primary fire prevention responsibility for the City located at the present Garden Grove Fire Department Headquarters with support from the complete OCFA Community Risk Reduction (Fire Prevention) Department. Garden Grove has frequent community events throughout the year; therefore, the OCFA will assign a Community Education Specialist to be located at the present Garden Grove Fire Department Headquarters.

By contracting with OCFA, the administrative functions for the fire department will be administered by the Authority without additional costs to the City of Garden Grove. These administrative functions include: Human Resources, Finance/Payroll, Information Technology, Purchasing, Risk Management, Workers' Compensation, Legislative Services, Records Management, Compliance Training, Supplies and Equipment, Property Management, and Fleet Services.

Proposal – FY 2018/19	OCFA Costs (A)	Garden Grove Budgeted Costs (B)
Service Charge	\$22,191,928	\$25,122,000
Facilities Maintenance	\$105,000	Included
Vehicle Depreciation	\$295,293	Included
Total	\$22,592,221	\$25,221,000
Total Savings (B-A)	\$2,529,779	

Battalion Chiefs are included in the proposed contract cost and not included in daily staffing totals. Station maintenance contributions are handled as a revolving fund that is required to maintain an annual balance of \$15,000 per station.



## Garden Grove Proposal for Emergency Services

### ***Deployment Comparison***

In the chart below, there are three distinctions. The first being the OCFA deployment model has every engine and truck company as a full ALS unit. The second is the doubling of truck company coverage with a paramedic truck at Station 5. The third distinction between the two deployment models is the Paramedic Truck at Station 1 being staffed by using the Paramedic Squad to fill necessary paramedic positions.

### ***OCFA Proposal Comparison with Current Garden Grove Deployment***

	Station 1	Station 2	Station 3	Station 4	Station 5	Station 6	Station 7	Daily Staffing
<b>OCFA</b>	PMT BC	PME	PME	PME	PMT	PME	PME	<b>29</b>
<b>GGFD Current Deployment</b>	Truck BLS Eng. PM Squad BC	PME	PAU	PAU	PME	PAU	PAU	<b>29</b>

**Note: 1. PME is Paramedic Engine, PMT is Paramedic Truck, and PAU is Paramedic Assessment Unit.  
2. Total transitioning personnel indicate a per shift/daily staffing count.**

### ***Start-Up Cost Summary***

Not included in the cost of the options are the one-time start-up costs or costs associated with facilities issues listed on page 44. In addition to the annual contract price, a one-time start-up cost will be charged to facilitate hiring of current Garden Grove employees by the OCFA, standardization of equipment, and facilities. One-time costs assume 84 sworn personnel and non-sworn personnel that the OCFA has vacancies for and can be adjusted for variations in transitioning staff. OCFA is willing to discuss amortizing the start-up costs over multiple years rather than incurring a large cash outlay in a single budget year.

<b>Summary of Start-Up Costs – Detail on Page 40</b>	
<b>Communications</b>	\$293,146
<b>Facilities</b>	\$156,500
<b>Personnel</b>	\$152,650
<b>Service Center</b>	\$309,661
<b>Fleet Services</b>	\$20,800
<b>EMS</b>	\$203,468
<b>Total</b>	<b>\$1,136,225</b>

## Garden Grove Proposal for Emergency Services

### ***Long-Term Savings***

Over the past ten years, the Orange County Fire Authority's cost increases to contract cities has averaged 2.92%; however, the maximum increase is capped at 4.5%, and this number should be used for budgeting purposes. The table below represents this 4.5% increase to demonstrate the highest possible service charge for each fiscal year. The increases represented for the Garden Grove Fire Department were taken from the published projections represented in the current City of Garden Grove's budget.

### ***OCFA Proposal Cost Budget Comparison with Annual Increases***

	2018/19	2019/20	2020/21	2021/22
<b>OCFA Service Charge</b>	<b>\$22,592,221</b>	<b>\$23,608,870</b>	<b>\$24,671,258</b>	<b>\$25,781,464</b>
<b>OCFA % Inc. (Maximum)</b>	Included in cost	4.50%	4.50%	4.50%
<b>Garden Grove FD Budget</b>				
<b>2018/19 Budget</b>	\$24,816,000	\$25,589,000	\$26,557,000	\$27,088,000
<b>Prop 172 Funding</b>	\$306,000	\$323,000	\$259,000	\$251,000
<b>2018/19 GGFD Budget Total</b>	<b>\$25,122,000</b>	<b>\$25,912,000</b>	<b>\$26,816,000</b>	<b>\$27,339,000</b>
<b>% Increase</b>		3.14%	3.49%	1.95%
<b>Annual Savings</b>	<b>\$2,529,779</b>	<b>\$2,303,129</b>	<b>\$2,144,730</b>	<b>\$1,557,523</b>
<b>Cumulative Savings</b>	<b>\$8,535,161</b>			

**Note:** Excludes one-time start-up costs and City's Annual Unfunded Actuarial Accrued Liability (UAAL) Payment to Public Employees' Retirement System (PERS). Costs quoted are valid for the upcoming fiscal year ending in June 2019.

**This table does not factor in savings associated with Workers' Compensation and other departmental efficiencies.**

### ***Garden Grove's 2016 Deployment Report***

Garden Grove Fire Department staff, at the request of the City Council, completed an analysis assessing the deployment of paramedic units within the city and to determine if the paramedic override assessment fee was meeting the community's needs. This deployment study, referred to as the "Fire Department Deployment Report," thoroughly assessed the deployment of all the Fire Department's emergency response resources. This deployment study, the first in over 30 years, identified several areas of potential service improvement. It should be noted that the current deployment model utilized by the Garden Grove Fire Department meets most of the needs of the community, and is in-line with deployment models used by other fire departments in Orange County and the OCFA. The purpose of the study was to identify possible improvements to the existing deployment model. The study utilized computer generated deployment modeling and found four key issues where improvements could be made:

- Current deployment adversely impacts paramedic units (Paramedic Engine Companies and Paramedic Squad) responding into the response areas of Garden Grove's Paramedic Assessment Engines to meet the ALS response criteria as required by OCEMSA.
- Lack of daily personnel on-duty to meet the effective fire force.
- Increased response time of Occupational Safety and Health Administration (OSHA) mandated two-in/two-out with the utilization of three-person PAUs.
- Need for additional truck company coverage on the west end of Garden Grove.

To enhance service to the City of Garden Grove, the Deployment Study recommended a three-phased approach. Over the three phases, all the existing PAU's with the exception of PAU 7 would be upgraded to Paramedic Engines (PMEs). This change solves the response impact to the paramedic units, increases the effective fire force, and reduces the time necessary to implement two-in/two-out to the City of Garden Grove, with the exception of Garden Grove's Station 7 area. The PME located at Garden Grove Fire Station 5 would be converted to a Paramedic Truck Company (PMT), solving the truck company coverage on the west end of Garden Grove. Also identified within the study was the need for a full-time nurse/paramedic coordinator to "assure compliance with all EMS regulations and quality assurances requirements." The 2016 Deployment Report estimated a total yearly increase to the Fire Department budget (2016 estimate) to implement the three-phased deployment, over three years, as approximately **\$2,069,920**.

The proposed contract offered by the OCFA exceeds all the recommendations of the Garden Grove Fire Department Deployment Report on day-one of the contract. The increase in service to the community is accomplished with every unit in Garden Grove being a paramedic unit, while providing a cost savings to the City of Garden Grove; staffing all units with four fire personnel significantly improves response times needed to fulfill the OSHA mandated two-in/two-out requirement where a three-person PAU currently exists; effective fire force on-scene times are reduced in portions of the City, and a second truck company is added to the west end of Garden Grove. In addition, the proposed contract includes a full-time nurse educator to meet State and Local requirements. OCFA has on order and has begun to receive the first of seven-new tractor drawn quints at a cost of approximately \$1.4 million each. OCFA will select the best of the trucks being replaced to provide truck service at Garden Grove Station 1 with no additional cost incurred to the City.

## Garden Grove Proposal for Emergency Services

### *Proposal Savings with Garden Grove Fire Department Deployment Study Costs*

	2018/19	2019/20	2020/21	2021/22
<b>OCFA Proposal Charge (A)</b>	\$22,592,221	\$23,608,871	\$24,671,270	\$25,781,477
<b>Garden Grove FD Budget w/Prop 172 Funds</b>	\$25,122,000	\$25,912,000	\$26,816,000	\$27,303,000
<b>Deployment Study Costs</b>	\$2,069,920	\$2,069,920	\$2,069,920	\$2,069,920
<b>Annual Cost (B)</b>	\$27,190,920	\$27,981,920	\$28,885,920	\$29,372,920
<b>% Increase</b>		2.91%	3.23%	1.81%
<b>Annual Savings (B-A)</b>	<b>\$4,599,699</b>	<b>\$4,373,049</b>	<b>\$4,214,650</b>	<b>\$3,627,443</b>
<b>Cumulative Savings</b>	<b>\$16,814,841</b>			

### *Cost Control*

A common concern of cities interested in contracting with the OCFA is the ability to control costs. OCFA's cash contract cities enjoy the financial protection of a cap on annual increases not-to-exceed 4.5%. The cap includes recapture provisions, wherein increases above the cap are banked for future recapture in subsequent years when cost increases are less than the cap. The percentage of increases for our contract cities over the last ten years is illustrated in the table below.

	Stanton	Placentia	Tustin	Seal Beach	Buena Park	San Clemente	Santa Ana	Westminster
<b>2008/09</b>	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%		4.00%
<b>2009/10</b>	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%		4.00%
<b>2010/11</b>	1.92%	1.92%	1.92%	1.92%	1.92%	1.92%		1.92%
<b>2011/12</b>	3.79%	3.79%	3.79%	3.79%	3.79%	3.79%		3.79%
<b>2012/13</b>	1.34%	1.34%	1.34%	1.34%	1.34%	1.34%	1.34%	1.34%
<b>2013/14</b>	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%	1.44%
<b>2014/15</b>	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
<b>2015/16</b>	2.38%	2.38%	2.38%	2.38%	2.38%	2.38%	2.38%	2.38%
<b>2016/17</b>	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%	1.29%
<b>2017/18</b>	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
<b>Avg. Annual Increase</b>	2.92%	2.92%	2.92%	2.92%	2.92%	2.92%	2.92%	2.92%

## **Garden Grove Proposal for Emergency Services**

---

Contributions to vehicle replacement and station maintenance are relatively stable cost elements of the proposal, and are added to cash contract city charges outside of the cap calculation. Vehicle replacement contributions are calculated using the current replacement cost for the emergency vehicles assigned to the City, divided by the years of expected service for the vehicles (i.e., useful life).

Station maintenance contributions are handled as a revolving fund, requiring an initial deposit of \$15,000 per station, and then requiring annual replenishment only if/when funds are used for improvement projects or maintenance projects.

### ***Service Charge Relative to Regional Costs***

The proposed annual service charge would fund fire suppression, hazardous materials response, emergency medical services; also included are support functions, such as dispatching, investigations, training, fleet maintenance, supply and procurement, risk management, and all other services required in the support of the City of Garden Grove contract for the effective operation of a modern fire department.

The contract service charge would be prorated on a monthly-basis, and payment would be due monthly in advance. Each March, the OCFA will provide notification of estimated changes in contract costs for the next fiscal year. Each June, the OCFA would provide the final annual contract service charge amount to the City.

OCFA's Joint Powers Authority (JPA) agreement provides an option to withdraw at each ten-year interval. Article IV, Section 3.F. of the JPA agreement provides the detailed methodology for this option. The term of the new service agreement will run concurrent with the JPA agreement.

### ***Community Risk Reduction (CRR) Cost Recovery Fee Program***

By direction of the OCFA Board of Directors, the CRR Planning and Development and Prevention Field Services sections are funded through cost recovery fees. As the services provided by CRR are primarily directed to businesses, developers, architects, contractors, and sub-contractors, the fees are directed to the business community and not to individual homeowners and residents. The fees charged to the business community qualify as a business expense.

The Planning and Development Section engages in development review, plan review, and new construction inspections, and are 100% fee funded. These fees are paid by developers, architects, contractors, and sub-contractors.

The Prevention Field Services Section engages in annual inspections, special events including fireworks, 850 (Board and Care facilities) inspections, citizen complaints, city requests, and company officer assistance. This section is approximately 50% fee funded and primarily based on the issuance of Operational Permits. These fees are paid by local businesses, building owners, and special event contractors. The other 50% is considered a general fund cost for the OCFA as there is no correlating customer to charge. These costs are included in the contract charge calculations for contract cities.



## Garden Grove Proposal for Emergency Services

---

OCFA fees are calculated by daily time logging of activity and volume of activity. OCFA fee development is vetted through a third-party fee consultant and approved by both the OCFA Budget and Finance Committee and the OCFA Board of Directors. Fees fluctuate from year-to-year depending on the volume and staffing levels and do not necessarily increase each year; in fact, often are reduced.

The City of Garden Grove is encouraged to carefully review the attached fee schedule (Attachment C) to better understand the potential community impacts.

### ***Associated Savings***

The City of Garden Grove will realize significant savings to several City departments should OCFA assume the management, support, and service expenses relative to the Fire Department. The City will also achieve savings from the reduction of its insurance premiums and Workers' Compensation. The following are some of the services that will be provided by OCFA's management and staff professionals:

- Human Resources Services including Recruitments, Testing, Selection, Employee Records, Labor Negotiation, Discipline, Grievances, Americans with Disabilities Act and OSHA Compliance, Benefits Management, Training, and Academies, etc.
- Information System Management including Emergency and Administrative Computer Hardware and Software Systems
- Facility and Property Management, and Routine Maintenance
- Human Resources Compliance Training for Family Medical Leave Act, Fair Labor Standards Act, Sexual Harassment and Equal Employment Opportunity Commission.
- Risk Management & Worker's Compensation Management
- Legislative Analyst & Lobbying Services
- Contract Administration
- Vehicle Purchasing and Maintenance (***Existing funds in Garden Grove's vehicle replacement accounts remain with the City.***)
- Equipment and Supplies Purchase, Inventory Management, Repair, and Delivery
- Processing of Subpoenas and Information Records Requests
- Media Relations
- Community Education including School Programs
- Public Relations and Information Services
- Community Risk Identification, Prevention, and Mitigation Programs
- Dispatching
- Communications Equipment Purchase, Repair, Maintenance
- Emergency Response Mapping (GIS, AVL)
- Paramedic Continuing Education Services including an MD (Medical Director)
- Quality Assurance Programs
- Community Survey Programs
- Disaster Planning and Coordination
- Fiscal Management, Budgeting, and Payroll

### ***Benefits of Contracting with OCFA***

The Orange County Fire Authority enhances services to the citizens of Garden Grove and increases efficiencies within the City. OCFA's full-service education, prevention, and emergency response brings with it a full support network and eliminates the workload for other city departments that currently support the Garden Grove Fire Department. The support network includes Training/Safety and EMS Sections that provide in-house certifications and enhancement, skills maintenance, and Safety Officer coverage during incidents. These support functions ensure that a high level of service is provided to our residents. Other service enhancements include our depth of resources, specialized resources, a dedicated Fire Prevention program, a Hazardous Materials program, dedicated fire dispatchers, and a comprehensive Public Education program. These are standard in our regional system and are included in the contract price.

Additional benefits include:

- City Council Member on OCFA Board – participation in public policy decisions
- City Council Member on Executive Committee based on position or appointment
- City Council Member on Budget and Finance Committee by appointment
- City Council Member on Human Resources Committee by appointment
- City Manager participation on Technical Advisory Committee
- City Manager participation on City Manager Budget and Finance Committee on a rotational basis
- Cost Control – Contract increases are capped at 4.5% per year
- Active participation in Community Events
- Training and certification programs developed and presented in-house
- Paramedic nurse educators, training staff, and associated training facilities
- Dedicated Fire/EMS Emergency Dispatch including Emergency Medical Dispatch
- Risk Management Program including the “WEFIT” health and wellness program
- Central recruitment and hiring, personnel management, and benefit coordination
- Response compatibility with other Orange County Fire Departments
- Active participation and coordination with all Orange County city fire agencies
- Alternate regional coordinator for California Office of Emergency Services Area 1

### ***Transition of Garden Groves City's Fire Department***

As a fire service contractor, the OCFA has the capability and resources to meet the City of Garden Grove's needs to transition the city's fire service resources and public safety responsibilities. Should the City choose to contract with the OCFA, it is OCFA's intent to complete a transition in a methodical, time efficient approach that is seamless without interruption or incident. The OCFA is confident that it will be able to begin providing service to the City of Garden Grove in approximately 120 after a contract for emergency service is completed and signed.

The Orange County Fire Authority is committed to making the transition of the Garden Grove Fire Department operations and personnel to the OCFA as smooth as possible for the present Garden Grove employees, as well for the employees of the OCFA. The OCFA would offer employment to current Garden Grove Fire Department operations safety employees, and

non-sworn Fire Department professional staff<sup>1</sup>, subject to the conditions noted in this proposal, position availability, and final contract negotiations.

## Governance Structure

In March 1995, members of a newly formed joint powers authority—the Orange County Fire Authority—met for the first time. The outcome was the formation of an organizational structure that shares decision-making among participants, while retaining the economies of scale and depth of service of the regional system. The member cities each selected a Council Member to sit on the OCFA governing board along with two members of the Orange County Board of Supervisors (Attachment A).

It is the collaboration of multiple City Council Members and City Managers, each providing their individual perspectives and experiences that assist in setting policy and providing oversight to the OCFA. It is these valuable perspectives and experiences that have translated into positioning the OCFA into a fiscally sound organization.

### ***Board of Directors***

Unique to OCFA's governance system will be Garden Grove's representation on the Board of Directors and its equitable share in the decision-making authority with other participants in the regional system. Members of Garden Grove's City Council and the City Manager will have direct access to the Fire Chief for matters relating to service in their city, and the Garden Grove City Council will select one of its Members to sit on the OCFA Board of Directors. All authority rests with the Board of Directors unless it is delegated by statute or board action. When delegated, these authorities are further defined by contracts, resolutions, policies, or other board actions. Today, the Orange County Fire Authority serves 23 of Orange County's 34 cities and all unincorporated areas of the county. Member cities now comprise approximately 93% of our service population.

In addition to the City of Garden Grove's participation on the full Board of Directors, the Garden Grove representative has the opportunity to contribute on various OCFA committees such as the Executive Committee, Budget and Finance Committee, and Human Resources Committee. The City of Garden Grove will be provided an opportunity for representation on these committees on a positional or appointment basis. City Manager involvement is through the City Managers' Technical Advisory Committee and City Managers' Budget and Finance Committee that exists to assist in managing the proceedings of the Fire Authority.

### ***Executive Committee***

The Executive Committee conducts all business of the OCFA, except for policy issues, including labor relations, budget issues, and other matters specifically retained by the Board of Directors. The Executive Committee consists of no more than nine members of the Board of Directors. The Committee membership is comprised of the following designated positions: Chair and Vice Chair of the Board of Directors, the immediate past Chair of the

---

<sup>1</sup> - 2 Fire Prevention, 1 Clerical

## **Garden Grove Proposal for Emergency Services**

---

Board, and the Chair of the Budget and Finance Committee. In addition, the Chair appoints five at-large members. At least one member of the Orange County Board of Supervisors serves on this committee. The ratio of committee members representing cash contract cities to the total committee membership will be as close as reasonably possible to the ratio of the number of cash contract cities to total member agencies. The Chair of the City Managers' Technical Advisory Committee serves as an ex officio non-voting member of the Executive Committee.

### ***Budget and Finance Committee***

The Budget and Finance Committee advises staff and makes recommendations to the Board of Directors on matters related to financial and budget policies, development of budgets for the General Fund and capital expenditures, designations of reserves, budget balancing measures, evaluation and development of plans to meet long-term financing needs, investment oversight and purchasing policies. The Chair of the City Manager Budget and Finance Committee serves as an ex officio non-voting member of this committee. Effective beginning the year ended June 30, 2006, the Budget and Finance Committee was also designated to serve as the OCFA's Audit Oversight Committee.

### ***Claims Settlement Committee***

The Claims Settlement Committee has the authority to settle claims, lawsuits, and pre-litigation claims for the amounts above \$50,000, not to exceed \$250,000, including insurance pool settlements, Workers' Compensation settlements, and the initiation and settlement of subrogation claims. Settlements of lawsuits in amounts exceeding \$250,000 are approved by the OCFA Board of Directors.

### ***Human Resource Committee***

The Human Resources Committee shall advise OCFA staff and make recommendations to the Board of Directors on matters regarding human resources policies, job class specifications, compensation programs, benefit changes and renewals, labor negotiations, staff training development and recognition programs, succession planning, risk management and Workers' Compensation policies, and development of management/performance evaluation and information systems.

### ***City Managers' Technical Advisory Committee***

The City Managers' Technical Advisory Committee (TAC) advise the Fire Chief and make recommendations on major policy decisions, prior to submittal to the Board. The OCFA believes it is essential that there be harmonious and collaborative working relationships between the Fire Chief and City Managers; therefore, the TAC provides an effective means of building and facilitating that collaborative working environment. Upon joining OCFA, the Garden Grove City Manager would be invited to TAC meetings to provide additional participation in OCFA management.

### ***City Managers' Budget and Finance Committee***

The City Managers' Budget and Finance Committee (B&FC) is comprised of six City Managers whom meet annually to review the proposed budget. This Committee also meets, when needed, to review significant changes in OCFA's financial condition and to discuss proposed policy decisions which may have financial ramifications for OCFA and/or its member agencies. The Committee provides input to OCFA's financial staff, the Fire Chief, and the OCFA Board of Directors regarding changes that they recommend to proposed financial policies, budget priorities, uses of available fund balance, and/or steps they believe OCFA should take to reduce the budget.

## **Fiscal Considerations**

### ***OCFA's Fiscal Strength***

The Orange County Fire Authority, funded much like a fire district, derives the majority of its funds from property taxes and service charges from OCFA's cash contract cities. Currently, OCFA has cash and investments of approximately \$142 million and received the highest credit rating by Standard & Poor's (SP1+) on its last short-term debt issue in 2015. OCFA's strong fiscal management and solid record of fiscal discipline were two of the key contributing factors to the positive rating.

In September 2013, the OCFA Board of Directors approved an Accelerated Pension UAAL Payment Plan. The accelerated plan has the following benefits:

- Results in OCFA's pension liability being paid off sooner
- Earlier and larger contributions into the pension system result in greater investment income earned
- Greater investment income earned results in less money paid by the employer over the long-term

As of December 31, 2016, OCFA's pension UAAL is \$400.4 million. In 2017, the actuary reported that OCFA has saved \$11.5 million in interest by making additional payments towards its UAAL and is projected to achieve 85% funding by December 31, 2021, and 100% funding by December 31, 2028, assuming all other actuarial inputs are held constant.

Further demonstrating OCFA's fiscal strength is the fact that OCFA's Business Services Department has received national awards for its fiscal management. In fiscal years 1998 through 2017, OCFA has produced a Comprehensive Annual Financial Report (known as CAFR) for which they received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA).

OCFA received budget awards from California Society of Municipal Finance Officers (CSMFO) from 2001 through 2017 and GFOA's Distinguished Budget Presentation Award from 1999 through 2017. The Distinguished Budget Award is the highest form of recognition bestowed by the GFOA for governmental budgeting.



## **Garden Grove Proposal for Emergency Services**

---

In addition to awards for financial reporting, budgeting, and treasury functions, the OCFA's Business Services Department–Purchasing Division earned the Excellence in Procurement Award by the National Purchasing Institute, Inc. (NPI) in 2007, 2008, and yearly 2011 through 2017. This award recognizes organizational excellence in procurement.

The OCFA views these award programs as important components to our continuous pursuit of professional growth, improvement, and financial sustainability. Our ongoing participation ensures that we stay abreast of new developments in these areas, and that we persistently work to establish and achieve professional standards of excellence.

### ***Structural Fire Fund Cities***

The Structural Fire Fund (SFF) is a separate allocation of property taxes for fire protection services and is mandated by Revenue and Taxation Code Section 95. Property taxes based on calculated tax factors are allocated to the SFF from the cities of Aliso Viejo, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, Villa Park, Yorba Linda, and the unincorporated areas of Orange County.

### ***Cash Contract Cities***

The cities of Buena Park, Placentia, San Clemente, Santa Ana, Seal Beach, Stanton, Tustin, and Westminster receive services on a cash contract basis. A base charge was established for each city at time of entry. This charge is updated annually based on the percentage increase in the General Fund budget subject to a cap on the cost of annual adjustments. See chart on page 9 for historical increases. These costs represent the cost of providing service within a contract city and include:

- Direct Labor Costs – Labor, Service and Supplies
- Indirect Support Costs – Emergency Management and Support Staff
- Station Maintenance
- Vehicle and Equipment Replacement

The proposed contract with the City of Garden Grove would be a cash contract.

### ***Future Options for Withdrawal from OCFA***

A common question from cities considering joining the OCFA is regarding how they can withdraw from OCFA in the event they wish to return to their own City Fire Department, and what will happen with their Fire Department assets upon withdrawal. The term of the OCFA's JPA is twenty years with an option to withdraw at each ten-year interval (June 30, 2020, and June 30, 2030).

Upon withdrawal from the OCFA, the OCFA's lease-interest in the stations would be terminated and the fire station facilities would be returned to the City for its future use and maintenance. Regarding the City's fire department vehicles, the OCFA will monitor and track the value of the vehicles that are transitioned to OCFA, and maintain an ongoing accounting of "vehicle value" assigned to the City of Garden Grove. During the duration of the contract, we will add the City's ongoing contributions to vehicle replacement, and deduct the cost of new vehicles purchased for the City. Upon withdrawal, the tracked "vehicle value," if positive, would be returned to the City. To date, the OCFA has never had

an agency withdraw from JPA membership. In fact, at the last window for withdrawal on June 30, 2010, all 23-member agencies renewed the JPA with OCFA for a new twenty-year term.

## Overview of Garden Grove Fire Department

The Garden Grove Fire Department serves approximately 176,277 residents within its geographical boundaries of 17.9 square miles. The City's real property's assessed value is in excess of \$10.8 billion. Garden Grove's Fire Department provides fire protection, emergency medical services, and public assistance services within the City of Garden Grove and responded to approximately 15,000 emergency calls in the 2017 calendar year.

Garden Grove's fire department currently consists of 84 sworn and 4 non-sworn full-time employees. Of the 84 current suppression personnel, 27 are licensed firefighter-paramedics. The department has 101 budgeted positions which includes 96 sworn career firefighter positions who provide administrative services, as well as staffing for the seven fire stations and 5 non-sworn positions.

### *Current Fire Station Staffing*

#### **Fire Station 1 – 11301 Acacia Parkway**

Type I Engine – Basic Life Support Unit (3 personnel)

Medic Van Transport (2 personnel)

Truck Company (3 personnel)

Battalion Chief

#### **Fire Station 2 – 11805 Gilbert Street**

Type I Engine - Paramedic Engine (4 personnel)

#### **Fire Station 3 – 12132 Trask Avenue**

Type I Engine - Paramedic Assessment Unit (3 personnel)

#### **Fire Station 4 – 12191 Valley View Street**

Type I Engine - Paramedic Assessment Unit (3 personnel)

#### **Fire Station 5 – 12751 Western Avenue**

Type I Engine - Paramedic Engine (4 personnel)

#### **Fire Station 6 – 12111 Chapman Avenue**

Type I Engine - Paramedic Assessment Unit (3 personnel)

#### **Fire Station 7 – 14162 Forsyth Lane**

Type I Engine - Paramedic Assessment Unit (3 personnel)

## Garden Grove Proposal for Emergency Services

### *Garden Grove's Dispatching*

Emergency communications services are currently provided by Metro Cities Fire Authority (Metro Net) whose public safety dispatchers are trained in fire and medical emergencies. Dispatch operates on the county-wide 800 MHz system for communications and utilizes Criteria Based Dispatch (CBD) for pre-arrival instructions. Its current Computer Aided Dispatch (CAD) is Keystone, which is interfaced to paging, station terminals, alerting, and Records Management System.

### *Dispatch Comparative*

Garden Grove	OCFA
800 MHz Radio System	800 MHz Radio System
USA Mobility (Private Paging Company)	OC 900 MHz Paging
Keystone CAD	TriTech Inform CAD
MDC Terminals-Broadband	MDC Terminals – Broadband
Criteria Based Dispatch (CBD)	Criteria Based Dispatch (CBD)
<b>Working Structure Fire Response</b> 4 Engines 2 Trucks 2 Battalion Chiefs 1-Medic	<b>Working Structure Fire Response</b> 4 Engines 2 Truck 2 Battalion Chiefs 1 Medic 1 Division/Duty Chiefs 2 Investigators 1 Service Support Unit (Bottles and REHAB) 1 Safety Officer 1 Public Information Officer
<b>Structure Fire/High Rise</b> 4 Engines 2 Trucks 2 Batt Chiefs 1-Medic  *Some Metro Agencies have a transport component on the response	<b>Structure Fire/High Rise</b> 6 Engines 2 Trucks 2 Batt Chiefs 1 Medic 1 Division/Duty Chief 1 Safety Officer 1 Service Support Unit (Bottles and REHAB) 1 Public Information Officer
<b>Medical Aid Response</b> *Minimum response is Basic Life Support level unit. Additional resources dependent on nature.	<b>Medical Aid Response</b> 1 Engine or Truck 1 Medic 1 Private Ambulance
<b>Traffic Accident/Person Trapped</b> 1 Engine 1 Truck 1 Batt Chief 1-Medic 1 Private Ambulance	<b>Traffic Accident/Person Trapped</b> 1 Engine 1 Truck 1 Battalion Chief 1 Medic 1 Private Ambulance

## Overview of OCFA

The Orange County Fire Authority is one of the largest regional fire service providers in California. The Authority responded to approximately 142,000 emergency incidents throughout its fire protection area during the 2017 calendar year. The Authority's staffing<sup>2</sup> includes 1,019 firefighters, and 46 fire management personnel, 297 non-safety staff, and 172 reserve positions. The OCFA currently serves 1.8 million residents in an area of 571 square miles. This service area consists of 23 political jurisdictions including the unincorporated county areas and 23-member cities with real property having an assessed valuation more than \$290 billion.

### *Communities Proudly Served:*

Aliso Viejo	Lake Forest	Santa Ana
Buena Park	Los Alamitos	Seal Beach
Cypress	Laguna Niguel	Stanton
Dana Point	Mission Viejo	Tustin
Irvine	Placentia	Villa Park
La Palma	Rancho Santa Margarita	Westminster
Laguna Hills	San Clemente	Yorba Linda
Laguna Woods	San Juan Capistrano	Unincorporated Orange County

The OCFA operates out of the Regional Fire Operations & Training Center (RFOTC) as its fire department headquarters in the City of Irvine and 72 fire stations in nine battalions, providing fire suppression, emergency medical, rescue, hazardous materials response, and fire prevention services. The department's service area, which is non-contiguous and includes all parts of the county, is organized into seven major geographical divisions. The equipment used by the department has the versatility to respond to both urban and wildland emergency conditions. The OCFA's inventory includes structural engines, brush engines, trucks/quints, paramedic vans, and other specialized equipment, including hazardous materials units, urban search and rescue units, command units, water tenders, crew-carrying vehicles, air utility units, foam tenders, hose tender unit a fuel tender, dozers, and helicopters.

The OCFA has 20 automatic and mutual aid agreements with other fire departments for use and assignment of resources for daily operations and in the event of major emergencies. Under contract to the state, the OCFA protects approximately 175,000 acres of wildland in State and Federal Responsibility Areas located within the county. The OCFA also provides aircraft rescue firefighting services by contract to John Wayne Airport in Irvine.

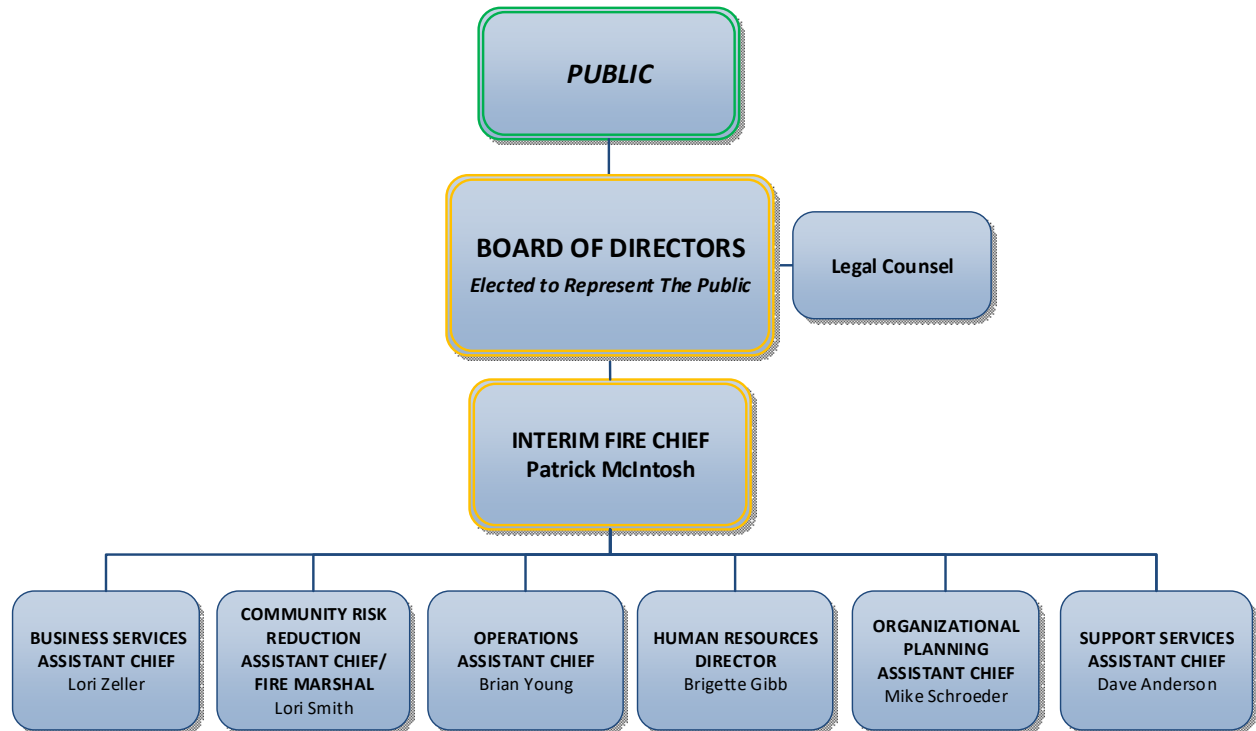
---

<sup>2</sup> Authorized positions, not all are filled.

## Organizational Structure

### *Executive Management*

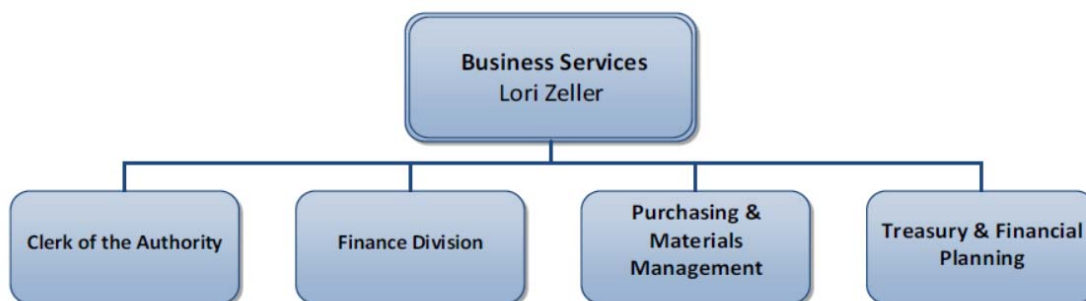
A combination of safety and non-safety managers provide leadership for the OCFA; an appointed Fire Chief, five Assistant Fire Chiefs, and one Director. Service activities are organized into six departments: Business Services, Community Risk Reduction (Fire Prevention), Operations, Human Resources, Organizational Planning, and Support Services.





### ***Business Services***

The Business Services Department, under the direction of an Assistant Chief, manages all financial, purchasing, and Board of Director activities. The department coordinates and prepares all budget, payroll, accounting, and administrative support to the Authority; monitors cash balances, makes investments, coordinates issuance and administration of long and short-term debt; provides warehouse, purchasing, shipping and receiving, and mail operations; and provides oversight of the Clerk of the Authority.



#### ***Clerk of the Authority***

The Clerk of the Authority's Office is responsible for attending and taking minutes of all public meetings of the Board of Directors and its committees, executing orders of the Board as directed, preparing legal notices for publication, distributing copies of Board orders, processing subpoenas, customer feedback, Fair Political Practice Commission (FPPC) filings, and performing records management functions for the Authority.

#### ***Finance***

The Finance Section is responsible for providing financial accounting, reporting, planning, and developing procedures and policies to protect and safeguard the financial and material assets of the Authority. Responsibilities include accounts receivable, accounts payable, and payroll; general accounting of fixed assets, and general ledger; and support budget preparation and monitoring, financial forecasting, and special financial studies.

#### ***Purchasing and Materials Management***

The Purchasing Section processes all purchasing requisitions, develops requests for proposals, manages formal bid processes, and manages surplus property for the Authority. The Materials Management Section (also known as the Service Center) provides shipping, receiving, and warehousing services for the Authority; performs mail processing and delivery services; certifies and maintains apparatus; provides repair and fabrication services on equipment, woodworking, safety garments, and tools; manages the acquisition and distribution of bulk supplies and equipment; and provides logistical support for major emergencies. Based upon the OCFA's strong purchasing practices and policies, the Section has received an award for Achievement of Excellence in Procurement in 2007, 2008, and 2011 through 2017.

### ***Treasury and Financial Planning Services***

The Treasury and Financial Planning Services section is responsible for providing a variety of Treasury and Financial Planning services for the Authority. Treasury services include monitoring cash balances, making investments, issuing and administering long and short-term debt, oversight of the Deferred Compensation program, and accounting support to the Employee Benefits Section. Financial Planning services include preparation of annual budgets, monitoring and reporting of budget variances, financial forecasting, and special financial studies.

### ***Community Risk Reduction (Fire Prevention)***

Community Risk Reduction, under the leadership of an Assistant Chief, contributes to community safety and prosperity through the systematic mitigation of risk. Staff works with the development community and partner agency staff to help build safe communities; with community stakeholders and residents to maintain and enhance safety at the neighborhood level; and with several other agencies and stakeholders to evaluate losses and improve mitigation through engineering, education and enforcement.



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

The Planning and Development Section works with the development community and jurisdiction planning and building staff to ensure new tracts and projects meet state and local fire and life safety requirements. Staff reviews design and construction plans, working closely with architects, engineers, and consultants following the planning process to ensure that the California and International Fire Code requirements are met prior to issuance of grading and/or building permits. They also conduct inspections of all construction projects.

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

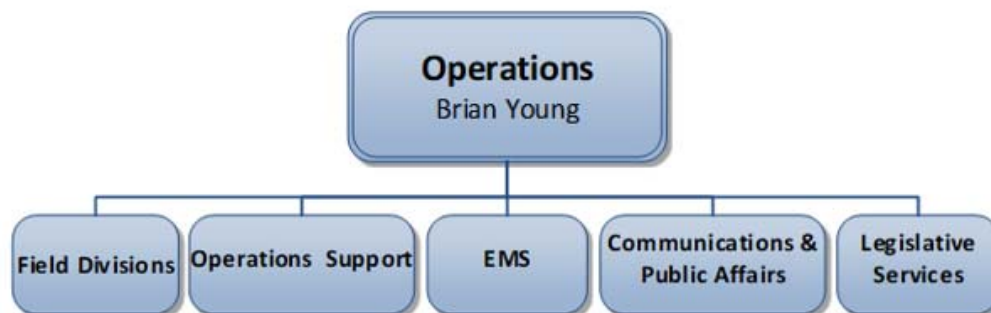
The Prevention Field Services Section assists stakeholders such as businesses, partner agency staff, first responders, environmental regulatory agencies, and the general public in maintaining and enhancing safe communities. Each division office provides a high level of life safety by: (1) ensuring that minimum state and local codes are met, (2) responding in a timely manner to citizen complaints regarding fire hazards, (3) working closely with local civic groups to ensure code compliance with the special events they sponsor, and (4) providing training and assistance with fire prevention issues to Operations Department personnel.

### ***Investigation Services***

The Investigation Services Section's investigators review all fires to determine and document fire cause providing the data necessary for effective decision making. A thorough and accurate investigation provides the foundation for current and future prevention, education, and emergency services. Criminal cases are investigated through law enforcement partnerships, and are followed up by filing with the District Attorney's Office, while juvenile-related fires are handled through the Fire FRIENDS (Fire Regional Intervention Education and Delivery System) Program. Cost recovery is pursued on all applicable incidents.

### ***Operations Department***

The Operations Department, under the command of an Assistant Chief, is responsible for the delivery of fire, hazardous materials, emergency medical, and rescue services and is most recognizable to the citizens protected by the Orange County Fire Authority. The department is composed of seven divisions, each under the command of a Division Chief. The seven divisions are based on geographical areas and are divided into battalions under the command of Battalion Chiefs. Each battalion contains five to ten stations. Stations are staffed with Captains who are responsible for supervising the fire and emergency medical services for that station on a day-to-day basis. Like fire station personnel positions, Battalion Chief positions are staffed on a shift basis (A, B, and C shift) twenty-four hours a day.



### ***Operation's Field Divisions***

The varied nature of emergency response requirements in Orange County dictates that the OCFA's emergency response system be an all risk/multi-function system. OCFA firefighters provide a diverse range of services to Orange County residents, including:

- Structural Firefighting
- Technical Rescue
- Wildland Firefighting
- Public Education
- Urban Search and Rescue
- Hazardous Materials Response
- Aircraft Firefighting at JWA
- Air Operations
- Fire Prevention Inspections
- Emergency Medical Response
- Swift Water Rescue

## **Garden Grove Proposal for Emergency Services**

---

### ***Fire Suppression***

The Operations Department is responsible for controlling and suppressing all hostile fires in the Authority's jurisdiction. This service is enhanced by mutual and automatic aid agreements with surrounding jurisdictions.

### ***Emergency Medical Services***

Response to medical emergencies are historically the majority of the responses by Operations personnel. The OCFA provides EMS service the Basic Life Support (BLS) units, ALS from Paramedic Assessment Units and either ALS Paramedic Vans, Engines or Trucks. As with Fire Suppression this service is enhanced by mutual and automatic aid agreements with surrounding jurisdictions.

### ***Fire Prevention Activities***

Operations Department field personnel, located in stations throughout the county, also devote considerable time each day to fire prevention and education activities. To maximize resources, engine, truck, and paramedic companies perform most fire safety inspections of businesses and multi-tenant occupancies. Personnel are trained in fire prevention and controlled-activity permit procedures. In addition, field companies provide safety education and familiarization programs to schools, community groups, and interested citizens as part of the Authority's efforts to prevent fires and the associated injuries and losses.

### ***Hazardous Materials (HazMat) Emergency Response Team***

The HazMat Team responds to hazardous materials spills and leaks, providing expertise in the safe handling, abatement, and documentation of the emergency. The OCFA participated in the inception, and is a member, of the Orange County-City Hazardous Materials Emergency Response Authority, a joint powers response and cost recovery system.

### ***Aircraft Rescue and Firefighting***

The OCFA provides aircraft rescue and firefighting (ARFF) services through a contract with John Wayne Airport. The ARFF crews also provide aircraft refueling safety classes.

### ***Urban Search and Rescue***

The Orange County Fire Authority is capable of providing Urban Search and Rescue (US&R) services, utilizing four US&R truck companies strategically placed within Orange County. One of these truck companies is within close proximity to the City of Garden Grove in Buena Park. In addition, OCFA and the Federal Emergency Management Agency (FEMA) jointly sponsor one of the twenty-eight national Urban Search and Rescue Teams. California Task Force Five (CATF-5) based in Orange County, has an extensive array of equipment and provides advanced search and rescue services to communities in need. CATF-5 is available to respond to local, state, and national emergencies within six hours of notification.

### ***Legislative Services Section***

The Legislative Services Section monitors legislation and regulations and advocates the Authority's position before federal, state, and local governing and regulatory agencies. The OCFA takes an active role in state and federal legislation and regularly interacts with

statewide groups such as the League of Cities, California State Association of Counties and California Fire Chiefs Association. Most recently OCFA has communicated directly to state legislators on the potential impacts of State Budget cuts or borrowing from local governments. In addition, the Legislative Services Section assists on fire service grant requests and works with our Orange County Congressional Delegation to seek support and funding for fire agency specific projects. As a stakeholder in Orange County, the OCFA has a strong understanding of the political issues affecting not only the OCFA, but all our partner cities. Efforts at the local, state, and federal level are often on issues that affect our cities, as well as the fire service.

### ***Operations Department Support Sections - Division 10***

#### ***Air Operations Section***

The Air Operations Section is responsible for coordination of the Authority's helicopter program. The Authority currently maintains firefighting helicopters at Fullerton Airport, which are used for emergency responses throughout the year for wildland and wildland-urban interface fires, swift water and still water rescues, medical rescue support, and disaster mitigation.

#### ***Emergency Planning and Coordination***

The Emergency Planning and Coordination (EPAC) Section coordinates the Authority's emergency planning with federal, state, and local jurisdictions and agencies, manages the Department's Operations Center (DOC) during major emergencies, and serves as the Authority's liaison to any agency requiring information regarding emergency response or planning. The EPAC Battalion Chief represents the Authority on working task forces, such as the state and federal Terrorism Task Force, Nuclear Power Authority, and Marine Disaster. This section also maintains and updates all city and county emergency plans, the multi-agency Mutual Aid Plan, Office of Emergency Services (OES) Mutual Aid Plan, Supplement Response Guidebook, and the Orange County Fire Chief Association's Mutual Aid Operational Area Plan.

#### ***Pre-Fire Management***

OCFA's Wildland Pre-Fire Management Section (PFM) provides for wildfire prevention in Orange County's State Responsibility Areas (SRA) as well as the wildland urban interface (WUI) areas of incorporated cities and unincorporated areas of the County. PFM is funded thorough both the State (CAL FIRE) and local funding and is overseen by the PFM Battalion Chief. The overall goal of the PFM team is to ensure operational success through the efforts of three programs, including Wildland Resource Planning, Community Risk Mitigation, Santiago Handcrew, and Heavy Fire Equipment, whose activities include wildfire prevention, suppression, and restoration.

- ***Wildland Resource Planning*** OCFA's Wildland Resource Planner is responsible for overseeing OCFA's remote automated weather stations (RAWS), live fuel moisture monitoring, fuel reduction projects, fire roads and fuel break maintenance, and is the on-scene CAL FIRE agent at SRA-related incidents for Orange County. Additionally, this position works collaboratively with other key stakeholders (i.e. land



owners/managers, government agencies, utilities, etc.) on prevention, suppression and restoration related issues and projects. OCFA's Fire Behavior Decision Support Team also works with the Wildland Resource Planner.

- [Community Wildfire Mitigation \(CWM\)](#) Under the leadership of an Assistant Fire Marshal, this section has three Fire Prevention Specialists, who are responsible for fuel modification plan reviews and compliance, annual defensible space inspections, post-event damage inspections, mapping and reporting, vegetation-related complaint follow-up, and wildfire community outreach. Additionally, this section regularly collaborates with other city, county, state, and federal agencies, as well as with Home Owner's Associations, property owners and local Fire Safe Councils.
- [Santiago Handcrew](#) The Santiago Handcrew is a 22-member Type I Fire Crew. The Crew is utilized for fire suppression activities, as well as prevention efforts, such as fuels removal and fire road maintenance. It is also utilized for weather related events, such as sand-bagging and tree removal during winter rains.
- [Heavy Fire Equipment](#) When not deployed on wildland incidents, the Heavy Fire Equipment Section completes prevention activities such as fire road maintenance and fuels reduction work in OCFA service areas. The equipment is also utilized to perform overhaul activities on structural fires, sand-bagging, and mud and debris removal during winter rains.

### ***Communications and Public Affairs (CAPA)***

Communications and Public Affairs is comprised of the Public Information Office and is responsible for providing both internal and external communications; keeping members of the OCFA, and the public apprised of current events and issues regarding the OCFA using various media. The CAPA Battalion Chief ensures the city representative to the OCFA Board of Directors and appropriate agency staff are immediately notified of all significant incidents within the agency's jurisdiction. Notifications are customized for each agency to ensure the needs of our partners are met. Other responsibilities in support of the Fire Chief and executive management team include customer service follow-up, special studies as required by the Fire Chief, and liaison to various constituencies including OCFA member cities.

### ***Community Volunteer Services***

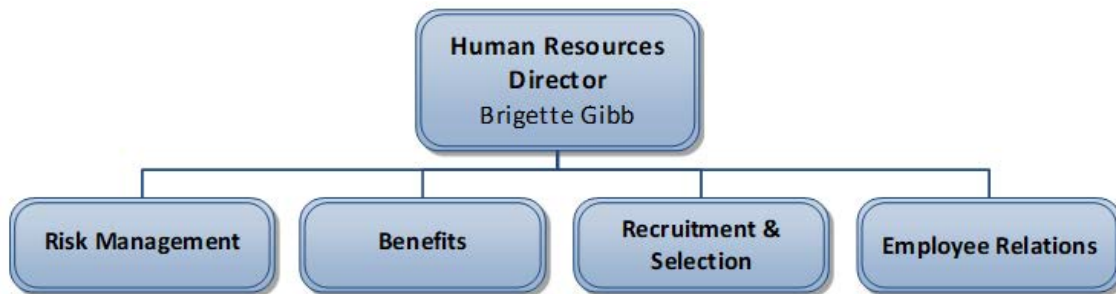
The Community Volunteer Services, managed from Battalion 3, coordinates all volunteer programs within the OCFA. This includes the Reserve Firefighter Program, the Fire Exploring Program, and the Fire Chaplain Program. The Fire Exploring Program, in conjunction with Boy Scouts of America and Learning for Life, provides opportunities for youth between the ages of 14 and 21 to develop leadership, management, and accountability skills at an early age.

There are seven dedicated Nurse Educators (RN's) for field training, review and certification in addition to the Paramedic Coordinator (RN), and Firefighter/Paramedic field support liaison who report to the EMS Battalion Chief. OCFA employs a medical director for oversight of quality control of pre-hospital care. Physician Claus Hecht is actively involved with OC EMSA and participates in numerous local, state, and federal EMS

and Urban Search and Rescue (US&R) task forces and decision-making commissions. Our EMS Section is dedicated to quality control, training, and tracking the latest emergency medical trends and health care to best serve the citizens in our communities.

### ***Human Resources***

Human Resources is managed by the Human Resources Director, and administers benefits, employee/labor relations, recruitment and selection, and the risk management program.



#### ***Risk Management***

The Risk Management Section administers the general liability and worker's compensation insurance programs, the safety and occupational health programs and the Wellness and Fitness program (WEFIT). The section secures insurance coverage for the Authority's insurance needs, responds to general liability losses and claims, designs and implements safety compliance programs, conducts health/safety and ergonomic assessments and is responsible for maintaining CalOSHA and NFPA health and Safety records. Risk Management also manages the WEFIT Program. The WEFIT Program Coordinator is responsible for administering the WEFIT exam process, fitness facilities, and maintaining the Peer Fitness Trainer program for the career firefighter work force. This program, which is a joint Labor-Management initiative, emphasizes the prevention of injuries to the employee, and historically, the WEFIT program has decreased the costs associated with lost work days, Workers Compensation, and reduced the potential for re-injury.

#### ***Benefits***

This section is responsible for the administration of a variety of benefit programs including CalPERS Medical Plans (for non-Firefighter Unit employees), Employee Assistance Program, Retiree Medical Program, and Dependent Care Assistance Program. The Benefits Section is also responsible for the administration of the dental, vision and life insurance programs for non-Firefighter Unit employees, and serves as a liaison to the Orange County Employees Retirement system (OCERS). The Benefits Section is responsible for transmitting the Authority's contribution to the Orange County Professional Firefighters Association Medical Benefit Trust Fund, which is administered by the Association, and coordinates these benefits with Section 125 Premium-Only Plan program.

### ***Recruitment and Selection***

In compliance with State and Federal laws and statutes, Recruitment and Selection is responsible for recruiting and selecting the most qualified candidates, promoting qualified employees, and upholding the OCFA's merit system selection rules and appeals procedure.

### ***Employee Relations***

Employee Relations consists of classification and compensation, employee and labor relations, including labor negotiations, and the Professional Standards Unit, which strives to ensure ethical, effective, and efficient conduct through developing and communicating conduct related policies, receiving, investigating, and tracking complaints of misconduct, and providing performance management training.

### ***Organizational Planning***

Organizational Planning is comprised of four sections – Training and Safety, Organizational Development & Training, Strategic Services Section, and Training Human Resources. Training and Safety provides organization-wide training activities for emergency response personnel. Organizational Development & Training oversees performance improvement, organizational development, workforce/employee development, and succession planning. Strategic Service is responsible for strategic planning, capital improvement planning, facilities planning, and resource planning. Training Human Resources coordinates promotional examinations and assists the Human Resource Department with Firefighter, Fire Apparatus, Fire Captain and, Battalion Chief recruitments.



### ***Training and Safety Section***

This section delivers and facilitates all organization-wide training activities for emergency response personnel. This includes research, development, and implementation of a variety of training courses to meet local needs as well as state and federal mandates, such as basic firefighter, driver/operator, handcrew, and officer academies for career and reserve firefighters. This section also serves in a lead capacity on issues of employee and incident safety, with training officers also serving as safety officers on major incidents.

### ***Organizational Development and Training Section***

Organizational Development and Training oversees the design, development and implementation of leadership development and succession planning effort for the OCFA.

## Garden Grove Proposal for Emergency Services

---

Leadership development focuses on developing and expanding leadership skills in order to prepare our personnel for current and future leadership roles. Leadership skills include communication, emotional intelligence, dealing with conflict, and many other skills. Succession planning works to evaluate our current internal talent in order to identify areas where we can better prepare internal candidates, as well as to help inform other training and development needs for the Authority.

### ***Strategic Services***

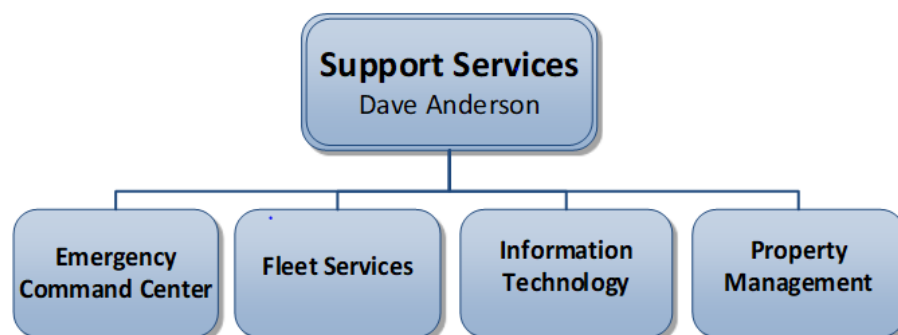
The Strategic Services Section, in conjunction with city/county and Local Agency Formation Commission (LAFCO) planning staff, reviews and responds to major development proposals for public safety and fire protection impacts. Other responsibilities include analyzing and monitoring impacts of development projects, annexations, and incorporations of fire resources, and initiating agreements with developers for acquisition, design, construction, and dedication of fire facilities and equipment. This section also coordinates all California Environmental Quality Act (CEQA) related reviews and processes of the agencies. Also included are all activities associated with analysis of demographic shifts on service delivery, Authority performance standards, management of the OCFA Strategic Plan, and proposal coordination for new partner cities.

### ***Training Human Resources***

Training Human Resources Section coordinates the preparation classes with Operations Training and Safety for operations personnel and coordinates all promotional examinations for Fire Apparatus Engineer, Fire Captain, and Battalion Chief with Human Resources. The section head acts as the Operations subject matter expert for the Professional Standards Unit. This section also assists the Human Resources with firefighter recruitments.

### ***Support Services Department***

The Support Services Department is managed by an Assistant Chief and provides support to all departments of the Authority. Department responsibilities include receipt and dispatch of emergency calls; coordinating all facility maintenance, repairs, and construction; automotive and fleet maintenance, repairs, and acquisition; development, operation, maintenance, and security of the Authority's computers, networks, information systems, and communication systems.



### ***Emergency Communications Center (ECC)***

The Emergency Communications Center is responsible for receipt and dispatch of emergency calls. The dispatcher answering the initial call determines the type of call, jurisdiction, and closest unit, and dispatches units via computer-aided-dispatch (CAD). In the event of a medical emergency, a dispatcher remains on the phone and utilizes OCFA's Emergency Medical Dispatch (EMD) procedures to render life-saving instructions while apparatus are responding.

### ***Fleet Services***

The Automotive Section manages a fleet of more than 587 vehicles and fire apparatus; performs preventive maintenance, major and minor repairs, and renovations on the Authority's apparatus and vehicles; tests and certifies specialty equipment; designs and develops specifications; and oversees acquisition and manufacturing quality assurance of all vehicles and apparatus.

### ***Information Technology***

The Information Technology (IT) Section is responsible for the development, operation, maintenance, and security of the Authority's computers, networks, information systems, and communication systems. Responsibilities include strategic planning and forecasting of technology needs; development and monitoring of technology standards and guidelines; systems analysis, design, and implementation; software and hardware evaluation; selection and deployment of all IT related purchases, upgrades, and replacements; and maintenance of a centralized enterprise Geographic Information System (GIS).

OCFA's IT Section has been designated the lead agency by the Orange County Fire Chiefs Association to oversee and implement several grant-funded initiatives to improve Fire Service through Technology and Interoperability. Countywide technology projects lead by OCFA have included CAD-to-CAD Interoperability, Wireless Mobile Data Network, Countywide GIS Repository & Mapping Standards, and an Automatic Vehicle Location program.

### ***Property Management***

The Property Management Section manages the needs assessment, design, engineering, and construction of new facilities; structural and cosmetic remodeling of existing facilities; and other extensive upgrades through a comprehensive Capital Improvement Program.

This section coordinates all requests for repairs to facilities and oversees scheduled maintenance for over half million square feet of facilities space owned or operated by the OCFA. These activities are accomplished primarily through contracted vendors and technicians. Service areas include fuel and power sources, heating and ventilation systems, air quality such as diesel exhaust systems, landscape and irrigation, utilities, and systems required to ensure that facilities are ready, safe, and habitable. In addition, this section also services building systems, including repair and replacement of furnishings, fixtures and household equipment.

The Property Management Section oversees the acquisition of land and facilities for use by the OCFA through a variety of service agreements. The section also provides space planning and needs assessment studies for all space requests. Staff also coordinates relocations of safety and non-safety personnel.

## Resource and Strategic Decisions

### ***Resource Decisions***

Fire department resources are controlled by a fire agency for City coverage and emergency situations through three methods: direct control, automatic aid, and mutual aid. OCFA would utilize direct control of regional resources on a day-to-day basis to ensure that emergency units will be available in Garden Grove. Some jurisdictions may feel that mutual aid and automatic aid are substitutes for a regional approach, this is a common misconception.

Mutual aid and automatic aid agreements cannot substitute for direct control of the request for resources. Mutual aid and automatic aid, although beneficial for major emergencies, relies on another agency's resources. If those resources are not available, response may be delayed or not forthcoming. OCFA's regional approach will ensure that the OCFA's great depth of resources will be available when Garden Grove needs them.

OCFA provides a depth of resources which allows for an aggressive move-up and cover program. This allows for rapid coverage of Garden Grove, if resources are committed to incidents in the City. Automatic Vehicle Location (AVL) enables OCFA to utilize the closest resources, including automatic aid for rapid response to emergencies. OCFA continues to implement modern technology such as a resource status system called MUM, or Move-Up Module, which tracks incidents and commitment of resources and recommends coverage; and the new Public Safety Project which will be a multifunctional state of the art GIS/AVL based dispatch system, a records management system, and an integrated Fire Prevention and Inspection system. These new technological improvements will supplement our existing multi-agency 800Mhz radio system and inter-agency dispatch link.



### ***Local Control and the OCFA Liaison***

While the City will have a representative on the Board of Directors, OCFA recognizes that an ongoing liaison between the City and its' fire department is essential. The OCFA assigns a Division Chief and a Battalion Chief to maintain day-to-day working relationships with the City Manager, and through him/her, the City Council. If the City of Garden Grove is to transition to the Authority, the battalion will be part of OCFA Division One and the Division One headquarters will be provided from its current location. The battalion headquarters will be at the current Garden Grove Station 1.

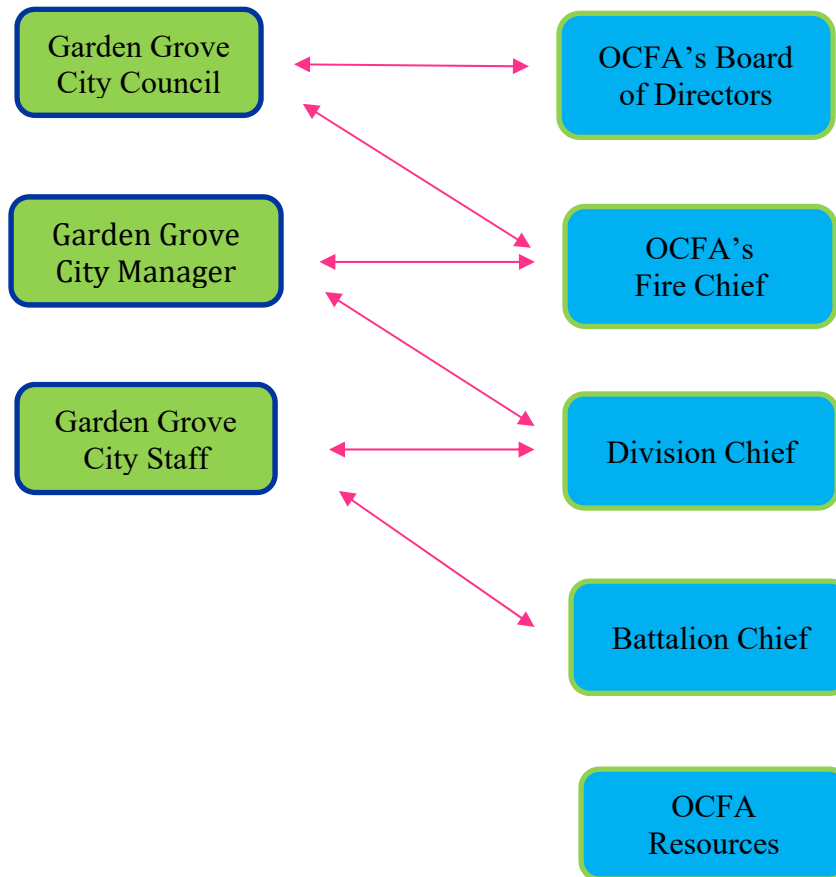
The Division Chief is responsible for representation at meetings called by the City Manager, City Council meetings, and other city staff meetings where fire department input is needed. The Division Chief or Battalion Chief represents the fire department at community events, meetings, or other functions upon request of the City Manager or designated city staff.

The Communications and Public Affairs (CAPA) Battalion Chief ensures the OCFA Board Director and appropriate city staff are immediately notified of all significant incidents within the city. Notifications are customized for each city to ensure the needs of our partners are met. Local control is maintained as OCFA, through the CAPA Chief, will work collaboratively with city staff in developing strategic communications plans regarding issues and incidents affecting the OCFA and our partner cities. The Public Information Officer (PIO) will be on-scene of significant incidents to handle media relations to ensure strategic communication plans are implemented and timely and accurate information is disseminated.

Understanding that the City and the Orange County Fire Authority would be responsible to the citizens for fire protection and emergency services, both parties will discuss changes to fees, staffing, and permanent placement of equipment and companies prior to implementation; however, the final decision-making authority lies with the OCFA for staffing and equipment. As changes in the staffing and placement of equipment in adjacent communities serviced by the OCFA could affect service to the City, the OCFA will advise the City prior to implementation if such changes should occur.

Both parties will also discuss changes in fire codes and ordinances relating to the Authority's prevention operations; final fire code adoption decision-making authority is with the City of Garden Grove.

### *City of Garden Grove Access to OCFA Resources*



## Apparatus

In order for the Orange County Fire Authority to provide fire and emergency medical service protection to the City of Garden Grove, the following apparatus will transition to the OCFA:

- (6) Type I Engines (555, 820, 821, 822, 958, 959)
- (1) Battalion Chief vehicle (113)
- (1) Battalion Utility (139)
- (1) Truck Company (625)
- (1) Air Light Unit (59534)

The City will lease to the OCFA, at no cost, all current fire department vehicles and apparatus necessary to maintain service within the City of Garden Grove, as outlined above. The apparatus will be incorporated into the Authority's vehicle rotation and replacement plans and preventative maintenance program. Currently, an engine is expected to obtain approximately 120,000 miles during a life span of approximately fifteen (15) years.

## **Garden Grove Proposal for Emergency Services**

---

Throughout the engine or truck's service life, it will be rotated between busy and slow stations to allow the maximum life expectancy to be reached. The replacement cost of each vehicle is based on the anticipated price in the year of purchase divided by the years of expected service.

Each of OCFA's fleet of more than 587 vehicles is scheduled for preventative maintenance, based on mileage and use to ensure safety and response capability. The Automotive Section tracks each vehicle's mileage, use, performance, and repairs. If a trend develops, due to increased vehicle failure or need for repair, maintenance schedules are adjusted as necessary to correct any problems or potential problems. If any apparatus develops ongoing issues, the vehicle's use and life span are re-evaluated and adjusted accordingly.

The routine fleet maintenance of Fire Authority vehicles is normally performed at our RFOTC facility in Irvine, and relief equipment is placed in service while the unit is out for maintenance. All Garden Grove units have been reviewed and evaluated by our Fleet Services Section.

Equipment currently assigned to the Fire Department and not requested by OCFA will return to the City, or, the City may choose to have OCFA sell the equipment on Public Auction with the monies gained from the sale applied to the contract.

## **Facilities**

OCFA Property Management completed a cursory review of the seven Garden Grove Fire Stations to evaluate the overall condition. Supporting Garden Grove documents were provided by the City. The inspection included the following areas:

- Electrical
- Plumbing
- HVAC
- Emergency Generators
- Roof
- Apparatus Bay Doors
- Diesel Exhaust Collection
- Underground Storage Tanks
- Dorm, Bath, and Storage Configuration

The inspection revealed all stations to be in serviceable condition, with no major deficiencies apparent with the exception of one identified roof. Each of the facilities could benefit from additional upgrades to meet OCFA station standards. These upgrades require discussion on items listed in the Facilities Issues list on page 44. The facility issues will require separate discussion for action items and are not included in the start-up cost options.

OCFA will require the City of Garden Grove to provide inspection certification of asbestos mitigation or a management plan for each facility prior to transition at its cost. All current permits and certifications for generators, elevators, fuel station, underground tanks, and any other machinery requiring permits or certification will be required to be provided to OCFA for transfer of the facilities responsibility. The City will ensure all permits/certifications are current at time of transition. OCFA will continue compliance and permit renewals.

### ***OCFA Leasing of Facilities***

The City of Garden Grove will lease the Fire Stations to the Orange County Fire Authority for the nominal fee of \$1.00 per year for each station. OCFA will use the premises for public safety purposes. The City shall be responsible for insurance protection of improvements against fire and other risks. OCFA will provide normal, daily operations, and maintenance for the leased facilities consistent with established OCFA standards. OCFA will be responsible for all utilities, including gas, electricity, water, and trash removal except those facilities shared by other entities.

Normal daily operations and maintenance services include janitorial supplies, cleaning, maintenance of interior and exterior surfaces; service and repair of plumbing and electrical systems; trash pickup; and other minor repairs. Repairs of major items—such as air conditioning, apparatus doors, heating systems, and exterior coverings—are covered by participation in the station maintenance plan. Alterations and improvements in excess of \$15,000 will be the responsibility of the City of Garden Grove and would be submitted to the City by the Division Chief for consideration. It is assumed that all stations will be in operational order at time of transition and that the identified repairs at all stations will be complete or a plan to correct any issues will be agreed upon.

The City shall be responsible for all maintenance, repair, and alterations considered a capital improvement (Capital improvements are any single project that exceeds a cost of \$15,000.). Capital projects may include seismic repair, major remodel, renovation/relocation of stations and new fire station construction including structural upgrade required by law.

### ***Hazard Issues***

The City will maintain all responsibility for current fuel storage tanks, associated above and underground piping, and any other previously existing hazards including asbestos, asbestos containing materials and mitigation. Associated costs will be the responsibility of the City of Garden Grove and will be addressed expeditiously at the earliest convenience of both the City of Garden Grove and OCFA. A list of additional facilities issues for discussion is located on page 44.

## Personnel

If the City of Garden Grove decides to contract with the Orange County Fire Authority for emergency services, the OCFA is committed to making the transition of the Garden Grove Fire Department's operations and personnel to the OCFA as smooth as possible. The positions filled are those created by the contract between the City of Garden Grove and the OCFA; therefore, the considerations rendered regarding personnel are based on any new positions added to the OCFA by this contract.

The OCFA will hire all sworn safety personnel that are current Garden Grove Fire Department employees based on their rank held on 10/17/2017, subject to the conditions noted in this section and the following:

All current sworn employees (84) will be offered positions with the Orange County Fire Authority. The Garden Grove Fire Department non-sworn employees may be offered positions based on funded positions vacant within the Orange County Fire Authority.

Sworn positions by rank needed for contract:

- 3 Battalion Chiefs
- 20 Fire Captains (two staff positions)
- 18 Fire Apparatus Engineers
- 36 Firefighter/Firefighter-Paramedics

The policy of the OCFA is that only positions of rank (Battalion Chief, Captain, Engineer) created by the addition of a new contract are available to the new transitioning personnel. Historically, if the transitioning city has more positions of rank than created by the new contract, those individuals in excess may be demoted in rank. The City will determine which individuals will fill the positions of rank, prior to the transition.

### ***Compensation***

The OCFA Human Resources Section will prepare calculations to match the Garden Grove employees' net salary with the closest comparable base pay on OCFA's salary schedule for the rank in which the employee will transition. If the employee's base salary falls between two steps, the employee will receive the higher step. Non-safety compensation is based on the position they are offered. The safety employees will receive retirement and medical benefits as outlined in the current OCFA Firefighter MOU.<sup>3</sup> OCFA is open to negotiations with the City of Garden Grove to help transitioning employees receive a total compensation package that is as close as possible to their current salary, benefits, and retirement.

---

<sup>3</sup> Non-safety employee(s) will follow the OCEA General/Supervisory Unit MOU for new hires, serving a probationary period

### ***Seniority***

Within the limits of the number of safety (sworn suppression) employees required by the service option, continuous employment as a full-time firefighter with Garden Grove shall be considered the same as continuous employment with the OCFA for transitioning safety employees only for the purposes of:

- Layoff seniority
- Bid assignment seniority preference
- Promotional opportunities
- Accrual of vacation and sick leave

Transitioning employee seniority list will be provided by the City of Garden Grove to the OCFA at time of transition.

### ***Probation***

Current regular sworn safety Garden Grove Fire Department employees hired by the OCFA will be considered to have passed their probation period with the Fire Authority, except for the following:

- Any employee who has not completed probation with the City of Garden Grove;
- Any employee who has been suspended within the last year;
- Any employee who has disciplinary action pending or is under investigation for possible disciplinary action at the time of transition, and disciplinary action has been sustained.

If an employee meets any of the above exceptions, the employee may serve a new probation period of twelve months. Civilian non-sworn employees serve a probationary period as per the Orange County Employee's Association Memorandum of Understanding for general and supervisory management.

### ***Medical/Physicals/Fingerprint/DMV***

All Garden Grove Fire Department employees offered employment with the OCFA would be required to pass a pre-employment medical/physical examination, Livescan, and California Department of Motor Vehicles (DMV) check. If a Garden Grove Fire Department employee fails to meet the medical requirements or the OCFA determines their fingerprint records or DMV record eliminates them from consideration, the City of Garden Grove will be responsible for the employee. The City may provide the DMV check or may require the employees to provide the DMV check to OCFA.

### ***Sick Bank***

OCFA does not provide any sick leave balance for the transitioning employees. All sick leave accrued by transitioning employees during their employment with the City of Garden Grove shall be the responsibility of the City of Garden Grove. OCFA suggests a sick leave bank for the City of Garden Grove employees of five shifts (120 hours). If the City of Garden Grove establishes a sick leave bank for the use of transitioning employees whose accrual with the



Authority is insufficient to cover an absence due to a non-occupational illness or injury, the Authority will continue to pay the employee to the extent the employee has time available from such City-maintained sick leave bank provided the City of Garden Grove reimburses the Authority for all salary and benefit costs related to such a paid absence, subject to final contract negotiations.

### ***Vacation Accrual***

OCFA does not provide any vacation leave balance for the transitioning employees. All vacation accrued by transitioning employees during their employment with the City of Garden Grove shall be the responsibility of the City of Garden Grove. OCFA is agreeable to establishing a vacation leave bank for the use of transitioning employees provided the City of Garden Grove funds this bank. The City will reimburse the Fire Authority for all salary and benefit costs related to such a paid time subject to final contract negotiations.

## **Transition**

As stated earlier in this document the purpose of the transition tasks is to complete transition in a methodical, time efficient approach that is seamless without interruption or incident.

Prior to providing emergency services to the City of Garden Grove the OCFA has several tasks that are required for an initial transition. Regardless of the size of the contracting city the tasks are essentially the same; however, the time to complete the tasks are based on the complexity of the department and the geographical size of the city. Some tasks are crucial prior to servicing the city's fire service needs, while other non-essential tasks can be completed weeks or months after the initial transition. Tasks necessary for a transition are separated into three categories:

- Priority Tasks
- Essential Tasks
- Non-Essential Tasks

### ***Priority Tasks***

There are three priority tasks paramount to beginning service to a contract city and although there may be the ability to condense the timeframes for some of these tasks each must be completed. It should be recognized that there may be alternatives to a priority task that could accelerate the initial transition. The first priority task is to complete negotiations and sign a contract for emergency services. Until this is completed, the OCFA cannot begin the other two.

### ***Employee Transition***

The second priority task is associated with the transfer of personnel. After a contract is signed OCFA Human Resources will begin the necessary transition processing for Garden Grove Fire personnel. The process will begin with presenting job offers to the current Garden Grove employees; once accepted by the employees they will begin medical

evaluations. OCFA's Human Resource Department routinely processes new employees through University of California, Irvine Medical Center (UCI) and completes between ten (10) to eleven (11) medical exams a day; however, at that rate it could take almost one month to provide Garden Grove Fire personnel with a medical evaluation. Once the employee completes their medical evaluation it may take a week or two for OCFA to be provided the results. As this priority task is the most time consuming of the tasks OCFA's HR Department has been working with UCI to increase the rate of medical evaluations to reduce these timeframes.

### ***Dispatch Transition***

Another priority task for transition is the ability for the Orange County Fire Authority to dispatch Garden Grove resources. Unlike many tasks necessary for a complete transition an error or mistake in dispatching could result in extended response times; which could have grave consequences. Therefore, the tasks associated with transition of information between Metro Net and the OCFA Dispatch center require deliberate and accurate transfer of information.

### ***Essential Tasks***

There are several essential tasks that are necessary prior to OCFA providing emergency service within the City of Garden Grove. Although an essential task is important it can be accomplished with minimal effort and normally within a couple of days. Failure to complete an essential task may not affect OCFA's ability to provide service but could place an unnecessary liability on either the City of Garden Grove or the OCFA; therefore, essential tasks should be completed prior to providing service.

An example of an essential task is the DMV transfer of the emergency vehicles. Without a transfer of ownership OCFA's insurance is unable to cover the vehicles exposing the City of Garden Grove to an unnecessary liability.

### ***Non-Essential Tasks***

Non-essential tasks are those tasks that can be completed after OCFA begins providing emergency service. Some non-essential tasks will need to be completed within the first (30) thirty days, while others may not be complete until several months later. Where it might be important to some that all Garden Grove personnel be dressed in OCFA uniforms the first day of the contract, having all personnel in OCFA uniforms is not essential to providing a quality service to the City of Garden Grove.

## **Start-Up Costs**

The table is a list of one-time only basic expenses necessary for implementation of services (start-up costs) and will be the responsibility of the City of Garden Grove. OCFA is willing to discuss amortizing the start-up costs over multiple years rather than incurring a large cash outlay in a single budget year.

<b>Based on 84 Sworn Personnel</b>		
<b>Service Center \$309,661</b>	Helmet Shields Station Equipment Brush Helmets Wildland Personal Protective Equipment Fire Shelters Wildland T-shirts	Goggles Rain Gear Apparatus Complement Uniforms Dress Uniforms Apparatus Decaling
<b>Personnel Costs \$152,650</b>	Physicals Insurance (Risk Management) Livescan	
<b>Fleet Services \$20,800</b>	Apparatus Repairs	
<b>Comm/IT \$293,146</b>	Station Alarms Station Phones (Office & Fax) Tablets for Engines/Trucks Radios (Station & Mobile) Pagers OCFA Computer Programs	Station Network Station Computers Printers/Copiers Radio Pacset Mobile Data Computers Vehicle Tech Upgrades
<b>Facilities \$156,500</b>	Gear Grids Air Compressors New Refrigerators	Station Locks Safety on Gates New mattresses
<b>EMS \$203,468</b>	Nurse Education Equipment	Standardize Equipment
<b>Total Start-Up Costs: \$1,136,225</b>		

### ***Service Center***

#### ***Safety Equipment***

Charges include the cost of basic safety equipment and protective clothing for wildland and structural emergency incidents. Garden Grove's safety equipment standards are similar to

## **Garden Grove Proposal for Emergency Services**

---

those of the OCFA and the majority of the equipment meets and/or exceeds OCFA requirements; therefore, the only items that will require purchase are items that are not currently issued by the Garden Grove Fire Department or identification changes to safety equipment.

### ***Apparatus Complement***

Standardization of equipment is essential for large departments as every employee must know the type of equipment that is on every apparatus and its location; therefore, some equipment will need to be purchased.

### ***Uniforms***

Charges are for uniforms for the fire department sworn personnel.

### ***Personnel***

#### ***Hiring***

Personnel costs reflect charges incurred during the hiring process for physicals and livescans.

### ***Fleet Services***

As the current vehicles owned and operated by the Garden Grove Fire Department are mechanically sound the start-up costs are minimal and will be expended for minor repairs of the engines.

### ***Communication Services/Information Technology***

Computer charges are for adapting the stations to OCFA's Computer Aided Dispatch (CAD), software and hardware to allow access to the OCFA Fire Incident Reporting system, and modifications to the main OCFA computer room to support the additional systems. The charges for computers can be placed in two categories, computer room equipment and station equipment. The computer room equipment is located at the Orange County Fire Authority's Emergency Communication Center and is necessary for dispatching emergency response units within the City of Garden Grove.

Adaptability to the network, standardization of radio and telephone systems are also included in the start-up costs. The cost range provided is as a result of possible compatibility and integration issues. OCFA shall attempt to use existing equipment and integrate where practical.

### ***Facilities***

The cost to correct current station issues and standardize each of the stations is divided into three main categories:

- Start-up Costs - \$156,500
- Capital Improvements - \$357,000
- Yearly Maintenance - \$105,000 (repair current issues)

## **Garden Grove Proposal for Emergency Services**

---

### ***Start-up Costs***

The facility "Start-up Costs" are required to standardize each of the stations to OCFA standards. The standardization reduces maintenance costs and provides consistency among all the OCFA Fire Stations. Some of the start-up costs include items such gear grids for storing firefighter turnouts where air is allowed to circulate around the turnouts. Safety items on gates such as "miller edge" and exit loops. In addition, each Fire Station will have a compressor with adequate pressure to maintain the fire engines and fire trucks.

### ***Capital Improvements***

All capital improvement costs are the responsibility of the City of Garden Grove. More than half of the estimated capital improvement costs (\$357,000) are the repair of cracks/damage and slurry seal parking lots of Stations 1-5. The balance of the estimated capital improvement costs is for a new roof for Station 2, re-piping of Station 1 and repair of existing maintenance issues. The capital improvements can be completed over a period agreed upon by both parties.

- |  |           |
|--|-----------|
| • Repair Asphalt                                     | \$215,000 |
| • Reroof Station 2                                   | \$65,000  |
| • Tankless Water Heaters for Station 1               | \$15,000  |
| • Exterior Painting and Termite Repair               | \$32,000  |
| • Preventative Maintenance/Recoat Station 5 Roof     | \$20,000  |
| • Repair Structural Damage at App Bay Door Station 7 | \$10,000  |

### ***Yearly Maintenance***

The OCFA will utilize the yearly facility maintenance charge of \$105,000; which is part of the contract costs to:

- Paint Exterior Trim where cost is under \$15,000
- Replace floor covering
- Replace shower door where identified
- Paint interior and repair ceiling "T-Bar" panels
- Replace interior window coverings at all Stations
  - Except Station 6
- Compressor at Station 5
- Interior and exterior locks at Station 7

If the above listed yearly maintenance exceeds the \$105,000 yearly maintenance fund the repairs may be completed the following year when additional funds become available.

## **Adoption of Codes and Ordinances**

Upon the City of Garden Grove entering into a contract with the Orange County Fire Authority, the City would agree to:

- Consider adoption of OCFA amendments to the 2016 California Fire and Building Codes.
- Adopt a Resolution designating OCFA as the Participating Agency for the Business Plan and Fire Code portions of the Orange County Certified Unified Program Agency.
- Designate the Orange County Fire Authority's Fire Chief as the City of Garden Grove's Fire Chief.

## **Documents for City Council Approval**

- Joint Powers Authority Agreement (20-year term through June 30, 2030, with an option to exit at the 10-year interval/2020)
- Fire Services Agreement
- Letter of Understanding on the transition of personnel
- Facility and Vehicle Lease Agreement
- Sample Ordinances and Codes for City Adoption



## **Facility Issues**

The Orange County Fire Authority inspected seven fire station facilities and identified issues that may not require immediate correction, but should be agreed upon for funding and repair responsibilities. System replacements currently in the Garden Grove Capital Improvement Project budget for fire stations will remain in place at the timeline currently established by the budget. OCFA may coordinate and schedule the below listed work at the request of the City, but the replacement cost will remain with the City. These issues are not included in the contract, start-up or capital improvement costs in this proposal.

<b>Issues to be discussed</b>	
<b>All Fire Stations</b>	Asbestos Management Plan and Mitigation Reports All required certifications and permits up to date
<b>Fire Station 1</b>	Fire Safety Systems Dorm Privacy Upgrades Bathroom privacy upgrade Limited egress on 2nd floor, windows do not open Public Works recommended re-piping including drains
<b>Fire Station 2</b>	Dorm privacy upgrades Bathroom privacy upgrade
<b>Fire Station 3</b>	Remove Storage Containers Dorm privacy upgrade Bathroom privacy upgrade Convert front dorm to female dorm – add shower
<b>Fire Station 4</b>	Dorm privacy upgrade Bathroom privacy upgrade
<b>Fire Station 5</b>	Bathroom privacy upgrade Lack of Fire Life Safety systems/egress from dorms
<b>Fire Station 6</b>	New Fire Station being built – upgrades not required
<b>Fire Station 7</b>	Energy management Lack of fire life safety systems

## Glossary

### **Automatic Aid Response Agreement**

An agreement between two or more agencies under which designated fire companies are automatically dispatched into predetermined areas for fire protection and medical emergencies.

### **Battalion**

A geographic protection area of the Orange County Fire Authority with approximately 5 to 11 stations.

### **CAD**

Computer-aided dispatch, state of the art communication.

### **City**

The City of Garden Grove.

### **City Council**

The City Council of the City of Garden Grove

### **Company**

Suppression staff assigned to staff a particular piece of firefighting equipment.

### **Contract City**

A city that has chosen to contract with the Orange County Fire Authority for fire protection and emergency medical services.

### **Cross-Staffing**

Personnel assigned to a station's Engine or Truck Company will staff a specialized piece of equipment as necessary.

### **ECC**

Emergency Communications Center of the Orange County Fire Authority located at Orange County Fire Authority headquarters in Orange.

### **Emergency Medical Service (EMS)**

Include pre-hospital paramedic services, but not ambulance transport.

### **Engine**

A mobile piece of fire equipment which carries hose, water, and a pump (750 gpm or larger).

### **First Alarm**

The initial emergency response force. Number and type of equipment is dependent on type of emergency. Standard first alarm for fire includes: 3 Engines, 1 Truck, 1 Medic Unit, 1 Battalion Chief.

## **Garden Grove Proposal for Emergency Services**

---

### **Master Mutual Aid Agreement**

An agreement between all fire agencies in Orange County to provide resources to handle large or unusual emergencies. Net 1 (Orange County Fire Authority) serves as the area coordinator.

### **OCFA**

Orange County Fire Authority.

### **Paramedic Assessment Unit (PAU)**

A first-out engine/truck company staffed by full-time career personnel, including a certified paramedic. Authorized to initiate advanced life support care if deemed necessary.

### **Platoon**

Personnel assigned to work the same 24-hour shifts; normally one third of the total suppression work force.

### **Quint/Truck**

A mobile piece of fire equipment which carries hose, water, a pump, ladders, and an aerial ladder.

### **Second Alarm**

Additional equipment dispatched when the emergency exceeds the capability of the first alarm assignment. Standard second alarm for fires includes: 6 Engines, 2 Trucks, 1 Medic Unit, 2 Battalion Chiefs, 1 Division Chief, 1 Safety Officer and additional support units.

### **Shift**

24-hour work period used by the suppression force.

### **Structure Fire**

A fire in a building or other structure of value.

### **Third Alarm**

Additional equipment dispatched when the emergency exceeds the capability of the second alarm assignment. Standard third alarm for fires includes: 9 Engines, 3 Trucks, 1 Medic Unit, 3 Battalion Chiefs, 1 Duty Officer, 1 Division Chief, 2 Safety Officer and additional support units.

### **Working Structure Fire**

A report of an incident with detail supporting active fire in a building. A standard working structure fire includes: 4 Engines, 2 Trucks, 1 Medic Unit, 1 Battalion Chief, 1 Division Chief, 1 Safety Officer.

### **800 MHz**

An advanced high frequency radio transmission band. Also referred to as 800 radio frequency.

## 2018 OCFA Board of Directors

(Attachment A)



Chair  
Ed Sachs  
City of Mission Viejo  
Board Member Since: 2015  
[esachs@cityofmissionviejo.org](mailto:esachs@cityofmissionviejo.org)



Vice Chair  
Joseph Muller  
City of Dana Point  
Board Member Since: 2015  
[jmuller@danapoint.org](mailto:jmuller@danapoint.org)



David Harrington  
City of Aliso Viejo  
Board Member Since: 2017  
[dharrington@cityofaliso Viejo.com](mailto:dharrington@cityofaliso Viejo.com)



Elizabeth Swift  
City of Buena Park  
Board Member Since: 2011  
[eswift@buenapark.com](mailto:eswift@buenapark.com)



Rob Johnson  
City of Cypress  
Board Member Since: 2013  
[rjohnson@ci.cypress.ca.us](mailto:rjohnson@ci.cypress.ca.us)



Melissa Fox  
City of Irvine  
Board Member Since: 2017  
[melissafox@cityofirvine.org](mailto:melissafox@cityofirvine.org)



## Garden Grove Proposal for Emergency Services



Michele Steggell  
City of La Palma  
Board Member Since: 2015  
[citycouncil@cityoflapalma.org](mailto:citycouncil@cityoflapalma.org)



Don Sedgwick  
City of Laguna Hills  
Board Member Since: 2015  
[ccouncil@ci.laguna-hills.ca.us](mailto:ccouncil@ci.laguna-hills.ca.us)



Laurie Davies  
City of Laguna Niguel  
Board Member Since: 2016  
[ldavies@cityoflagunaniguel.org](mailto:ldavies@cityoflagunaniguel.org)



Noel Hatch  
City of Laguna Woods  
Board Member Since: 2013  
[cityhall@lagunawoodscity.org](mailto:cityhall@lagunawoodscity.org)



Leah Basile  
City of Lake Forest  
Board Member Since: 2017  
[lbasile@lakeforestca.gov](mailto:lbasile@lakeforestca.gov)

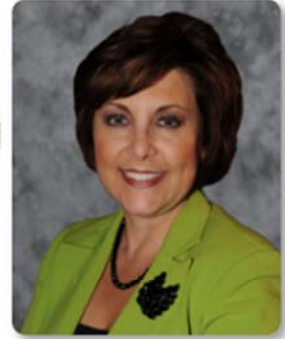


Shelley Hasselbrink  
City of Los Alamitos  
Board Member Since: 2015  
[shasselbrink@cityoflosalamitos.org](mailto:shasselbrink@cityoflosalamitos.org)

## Garden Grove Proposal for Emergency Services



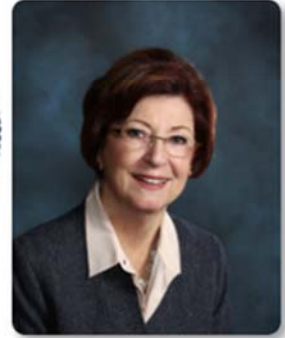
Craig Green  
City of Placentia  
Board Member Since: 2015  
[cgreen@placentia.org](mailto:cgreen@placentia.org)



Carol Gamble  
City of Rancho Santa Margarita  
Board Member Since: 2011  
[cgamble@cityofrsm.org](mailto:cgamble@cityofrsm.org)



Juan Villegas  
City of Santa Ana  
Board Member Since: 2016  
[jvillegas@santa-ana.org](mailto:jvillegas@santa-ana.org)



Ellery Deaton  
City of Seal Beach  
Board Member Since: 2017  
[edeaton@sealbeach.ca.gov](mailto:edeaton@sealbeach.ca.gov)



Tim Brown  
City of San Clemente  
Board Member Since: 2017  
[brownt@san-clemente.org](mailto:brownt@san-clemente.org)



Sergio Farias  
City of San Juan Capistrano  
Board Member Since: 2017  
[sfarias@sanjuancapistrano.org](mailto:sfarias@sanjuancapistrano.org)



## Garden Grove Proposal for Emergency Services



David John Shawver  
City of Stanton  
Board Member Since: 1995  
[Stanton@ci.stanton.ca.us](mailto:Stanton@ci.stanton.ca.us)



Al Murray  
City of Tustin  
Board Member Since: 2011  
[amurray@tustinca.org](mailto:amurray@tustinca.org)



Vince Rossini  
City of Villa Park  
Board Member Since: 2017  
[vrossini@villapark.org](mailto:vrossini@villapark.org)



Tri Ta  
City of Westminster  
Board Member Since: 2009  
[tta@westminster-ca.gov](mailto:tta@westminster-ca.gov)



Gene Hernandez  
City of Yorba Linda  
Board Member Since: 2013  
[ehernandez@yorba-linda.org](mailto:ehernandez@yorba-linda.org)



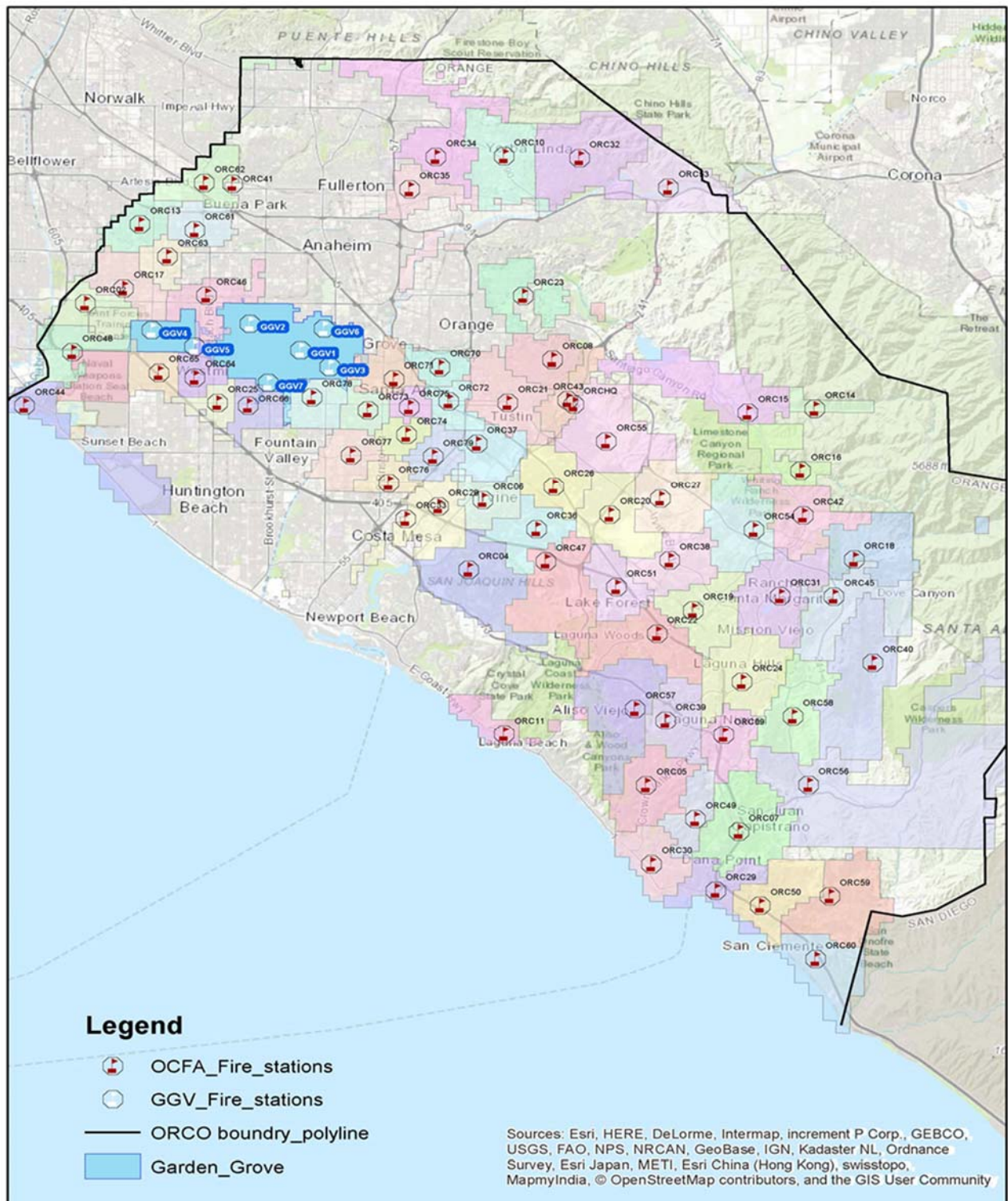
Lisa Bartlett  
County of Orange  
Board Member Since: 2015  
[Lisa.Bartlett@ocgov.com](mailto:Lisa.Bartlett@ocgov.com)



Todd Spitzer  
County of Orange  
Board Member Since: 2013  
[Todd.Spitzer@ocgov.com](mailto:Todd.Spitzer@ocgov.com)

# OCFA Service Area Map

(Attachment B)





## 2017/18 CRR Adopted Fee Schedule (Attachment C)

Orange County Fire Authority  
2017-18 Community Risk Reduction Fee Study  
Adopted Fee Schedule - Effective Date September 29, 2017  
Prevention Field Services

Fee Code	Service Name	2017-18 Adopted 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

## Garden Grove Proposal for Emergency Services

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	Cryogenics – Physical or Health Hazard - Issuance	\$152
AC91R	Cryogenics – 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 OCSA 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
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

## Garden Grove Proposal for Emergency Services

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
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



## Garden Grove Proposal for Emergency Services

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
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

## Garden Grove Proposal for Emergency Services

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 ( <i>Penalty fees are not included with the annual S&amp;EB increase</i> )	\$100
	Failure to comply with orders, tags or notices - 3rd false alarm within 6 months ( <i>Penalty fees are not included with the annual S&amp;EB increase</i> )	\$250
	Failure to comply with orders, tags or notices - 4th false alarm within 6 months ( <i>Penalty fees are not included with the annual S&amp;EB increase</i> )	\$500
	Failure to comply with orders, tags or notices - 5th and subsequent false alarm within 6 months ( <i>Penalty fees are not included with the annual S&amp;EB increase</i> )	\$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



# ORANGE COUNTY FIRE AUTHORITY

## SUPPLEMENTAL AGENDA

### BOARD OF DIRECTORS REGULAR MEETING

Thursday, March 22, 2018

6:00 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

***Unless legally privileged, all supporting documentation and any writings or documents provided to a majority of the Board of Directors after the posting of this agenda, which relate to any item on this agenda will be made available for public review in the office of the Clerk of the Authority located on the 2<sup>nd</sup> floor of the OCFA Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602, during regular business hours, 8:00 a.m. - 5:00 p.m., Monday through Thursday, and every other Friday, (714) 573-6040. In addition, unless legally privileged, all supporting documentation and any such writings or documents will be available online at <http://www.ocfa.org>.***

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, supporting documents, including staff reports, 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 Friday from 8 A.M. to 5 P.M.

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



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

The following item is added to the above stated agenda in the location noted below. This item is posted in conformance with the Brown Act and is to be considered as part of the regular agenda.

### CLOSED SESSION

#### CS5. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (WORKERS' COMPENSATION)

Name of Case: Buffets Unsecured Creditors' Trust. v. Orange County Fire Authority

Case No.: U.S. Bankruptcy Court, Western District of Texas, Case Number 18-50557-rbk

Authority: Government Code Section 54956.9(d)(1)

**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Supplemental 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 19<sup>th</sup> day of March 2018.

---

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