



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

### BOARD OF DIRECTORS REGULAR MEETING

Thursday, September 27, 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 Ken Krikac

**PLEDGE OF ALLEGIANCE** by Director Farias

### ROLL CALL

#### 1. PRESENTATIONS

No items.

## 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 as a whole, 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.

## REPORTS

### REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR

### REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR

### REPORT FROM THE FIRE CHIEF

- Deputy Chief Introductions
- Canyon 2 Fire Action Items Quarterly Update
- October Breast Cancer Awareness Month
- Urban Search and Rescue Task Force Updates

## 2. MINUTES

### A. Minutes from the August 23, 2018, Regular Board of Directors Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

## 3. CONSENT CALENDAR

### A. Carryover of FY 2017/18 Uncompleted Projects and Use of Unexpended Fund Balance

Submitted by: Lori Zeller, Deputy Chief/Administration & Support Bureau

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

Recommended Actions:

1. Approve a budget adjustment in the General Fund (121) increasing revenues by \$500,000 and expenditures by \$5,517,226.
2. Approve a budget adjustment in the General Fund CIP (12110) increasing expenditures by \$1,330,777.
3. Approve a budget adjustment in the Fire Stations and Facilities Fund (123) increasing expenditures by \$1,946,642.

4. Approve a budget adjustment in the Communications and Information Systems Fund (124) increasing expenditures by \$2,957,040.
5. Approve a budget adjustment in the Fire Apparatus Fund (133) increasing expenditures by \$3,972,280.
6. Approve a budget adjustment transferring \$875,000 from the General Fund (121) to the General Fund CIP (12110) to ensure sufficient fund balance in the fund to complete the projects.

**B. Adoption of Revised Conflict of Interest Code**

Submitted by: Lori Zeller, Deputy Chief/Administration & Support Bureau

Recommended Action:

Adopt the proposed Resolution entitled A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY ADOPTING A CONFLICT OF INTEREST CODE WHICH SUPERSEDES ALL PRIOR CONFLICT OF INTEREST CODES AND AMENDMENTS PREVIOUSLY ADOPTED revising the Conflict of Interest Code, and direct the Clerk of the Authority to submit the adopted Resolution to the Orange County Board of Supervisors, as the Code reviewing body, for approval.

**END OF CONSENT CALENDAR**

**4. PUBLIC HEARING(S)**

No items.

**5. DISCUSSION CALENDAR**

**A. Division Chief Selection Process**

Presented by: Lori Zeller, Deputy Chief/Administration & Support Bureau

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

Recommended Action:

Support staff's recommendation on how future Division Chiefs will be selected for promotion following placement on the eligibility list.

**B. Request for Amendment of Contract Language Santa Ana Fire Services and Emergency Medical Services Agreement**

Presented by: Lori Zeller, Deputy Chief/Administration & Support Bureau

Recommended Action:

Review Director Villegas' request for amendment to the Santa Ana Fire Services and Emergency Medical Services Agreement and provide direction to staff.

**C. Disruption of 9-1-1 Call Transfers to OCFA After Action Report**

Presented by: Dave Anderson, Deputy Chief /Emergency Operations Bureau

Recommended Action:

Receive and file the report.

**BOARD MEMBER COMMENTS**

**CLOSED SESSION**

**CS1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Authority: Government Code Section 54956.9(d)(2) and (e)(5) – Significant Exposure to Litigation (1 case)

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

Authority: Government Code Section 54956.9(d)(2) – Significant Exposure to Litigation (1 case)

**CS3. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION**

Authority: Government Code Section 54956.9(c) (1 case)

**CLOSED SESSION REPORT**

**ADJOURNMENT** - The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for October 25, 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 Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 20<sup>th</sup> day of September 2018.

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

**UPCOMING MEETINGS:**

Budget and Finance Committee Meeting

Wednesday, October 10, 2018, 12:00 noon

Claims Settlement Committee Meeting

Thursday, October 25, 2018, 5:00 p.m.

Executive Committee Meeting

Thursday, October 25, 2018, 5:30 p.m.

Board of Directors Meeting

Thursday, October 25, 2018, 6:00 p.m.

**Orange County Fire Authority**  
*Executive Management*

# MEMO

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DATE: September 27, 2018  
TO: Board of Directors  
FROM: Brian Fennessy, Fire Chief  
SUBJECT: **Canyon 2 Fire – Service Enhancements**

At the May 24, 2018, Board of Directors meeting, staff presented the findings from three separate reviews which followed the Canyon 2 Fire: Independent Review Panel (IRP), County Board of Supervisors, and OCFA After-Action Report (AAR). The Board subsequently directed staff to review and evaluate the recommendations from each of these reviews and implement a plan to enhance emergency operations and service delivery.

In total, 90 recommendations were identified from the three reviews. I'm happy to report that 28% have been implemented, 19% are currently in progress, and 42% are pending implementation. The remaining 11% are either deferred for future consideration or apply to outside agencies.

Of the 42% that are pending implementation, a number are anticipated to be implemented by the Division Chief overseeing the Emergency Command Center, which will be filled through an upcoming recruitment process.

Attached is the matrix we previously reviewed with the Board of Directors, for ongoing use in tracking assigned responsibility for follow-up on the recommendations, and for monitoring progress. The matrix has been updated and attached for your reference.

## Canyon 2 Fire Recommendations In-Progress (17)

Recommendation	Responsibility	Notes
<b>(IRP 1B)</b> OCFA ECC must periodically review, and train dispatch staff relative to dispatch SOPs, protocols, directives and required notifications.	ECC Manager	Ongoing process in ECC with supervisory and dispatch Staff
<b>(IRP 2.C)</b> The OCFA and OCSD needs to resolve conflicts through the revision of the joint MOU language to be determined and build a homogenous public safety aviation program within Orange County.	Special Ops DC	Operating plan signed; operations adjusted
<b>(IRP 4B)</b> Monitor the Post Canyon 2 Fire dispatch procedures by Metro Net and OCFA to improve the dispatch process.	ECC Manager	Both agencies continue to send responses into MTZ reports of fire under a common communication plan.
<b>(IRP 5.B)</b> OCFA should review and improve its dispatch training, protocols and process for wildland/brush fires reported within the MTZ.	ECC Manager	Ongoing process in ECC with supervisory and dispatch Staff. Updates to SOP OP.06.67 have been reviewed with staff.
<b>(IRP 6B)</b> The Duty Chief must exercise management discretion, when evaluating and confirming the selection of pre-designated strike team based on current and forecasted weather and staffing conditions prior to dispatch.	OPS A/C	
<b>(BOS 2.B)</b> OCFA Dispatch personnel should follow through and be accountable for ensuring that important questions are answered when making fire response decisions, including requesting supervisory or management assistance when needed. The documentation of these consultations and ultimate decisions within the CAD system is vital in conducting after-action reviews.	ECC Manager	Ongoing process in ECC with supervisory staff.
<b>(BOS.5)</b> On High Watershed Dispatch Level days, Dispatch Supervisors should meet with staff at the beginning of the shift to walk through roles and responsibilities, as well as other pertinent conditions, to mentally prepare staff for the shift, underscoring the expectation that they will respond on the side of safety in communication and actions.	ECC Manager	Practice is in place with ECC supervisors and working on a document to capture this information consistently among each shift.
<b>(BOS 8B)</b> OCFA and Sheriff helicopter crews should continue to look for and implement opportunities to work together, such as joint training, including Sheriff helicopters in the ROSS system, the integration of Fire paramedics on Sheriff helicopter crews, the use of Sheriff helicopter cameras to record fire progression and relay real-time video of fires as needed, and the examination of the Ventura and San Diego models to identify and implement workable solutions for Orange County.	Special Ops DC	In progress.
<b>(BOS 8.C)</b> OCFA should consider placing cameras on its helicopters and acquiring a real-time video capacity that can be sent to Dispatch and Incident Commanders.	Special Ops DC	In progress. Needs further review.
<b>(BOS 11)</b> OCFA management and line staff should make decisions based on whether those decisions align with the organization's strategic foundation: vision, mission, strategic goals, motto. Decisions made should be based on what is in the best interests of the citizens of Orange County, minimizing the parochial interests of employee associations, political considerations, or squabbles between public safety agencies.	Fire Chief	In progress.
<b>(AAR 1D)</b> Provide additional tools and mechanisms to maintain situational awareness.	ECC Manager	Project approved and implemented to deploy cameras in the wildland areas. Video wall project approved for FY 18/19.
<b>(AAR 3)</b> Complete the re-design of the DOC, consider future technologies, and implement as available during re-design and construction to provide for additional space and functionality.	ECC Manager	Plans for DOC improvements have been approved. Awaiting start of construction.

<b>(AAR 6)</b> Evaluate how to expand phone capabilities for PIOs.	CAPA BC	
<b>(AAR 20A)</b> Evaluate the replenishment of all equipment caches at the RFOTC. (i.e. communications kit, EMS, iPads and other)	EMS A/C	In progress.
<b>(AAR 20B)</b> Consider alternative equipment deployment strategies: such as individually issued radios and/or decision points for all front-line paramedic units to remove second set of EMS equipment.	EMS/Training A/C	Equipment has been cached
<b>(AAR 24)</b> Follow-up with the internal CICC's committee to augment the number of personnel qualified/trainee for incident command positions such as Division Supervisor, Operations Branch Director, Operations Section Chief (Type 3), and Incident Commander (Type 3).	Special Ops	In-Progress. Needs are assessed, but staffing challenges are slowing qualifying process
<b>(AAR 34)</b> Develop a deeper pool of personnel who can use SCOUT and initiate an incident in the program. Train all Administrative Captains on the use of SCOUT.	Ops Training	
<b>Completed (25)</b>		
<b>Recommendation</b>	<b>Responsibility</b>	<b>Notes</b>
<b>(IRP 1A)</b> When a call comes in, the call takers and/or dispatchers need to determine, to the best of their ability, the response location and agency having jurisdiction.	ECC Manager	This is a part of the call taking process that is trained on and reinforced with all ECC staff.
<b>(IRP 4A)</b> Metro Net, OCFA and other dispatch agencies need to automatically dispatch a respective watershed response initially if the reported location is within the MTZ.	ECC Manager	Direction was provided to clarify following Canyon 2 incident and updates to SOP OP 06.67 further support this directive.
<b>(IRP 5A)</b> OCFA should automatically dispatch a watershed response whenever a fire is reported at a location with the MTZ.	ECC Manager	Direction was provided to clarify following Canyon 2 incident and updates to SOP OP 06.67 further support this directive.
<b>(IRP 5C)</b> If there is any doubt or difficulty determining jurisdictional authority in a MTZ and/or across boundaries, dispatch the appropriate response per the inter-agency agreement.	ECC Manager	Direction was provided to clarify following Canyon 2 incident and updates to SOP OP 06.67 further support this directive.
<b>(IRP 6A)</b> OCFA should review and monitor its new "back fill" policies and procedures to ensure "best practices" when filling immediate need response coverage inside and outside the County.	OPS A/C	Implemented
<b>(BOS 2A)</b> Fire personnel should get "eyes-on" all reports of fires in wildland areas in order to make an accurate assessment of the situation.	ECC Mgr	This direction was clarified in the update to SOP OP.06.67
<b>(BOS 4)</b> OCFA should take the appropriate and timely supervisory and disciplinary action with those responsible for not following OCFA policy in the dispatching of appropriate resources to a report of a vegetation fire on a High Watershed Dispatch Level day.	HR Director	Professional Standards Unit (PSU) updated investigative policy to reinforce when internal external investigative resources are needed.
<b>(BOS 8A.a)</b> OCFA should institute a policy that automatically requests an initial response from CAL FIRE-carded Sheriff helicopters/pilots for wildland fires when Sheriff helicopters can be the first on-scene.	ECC Manager	While final policies for interaction with OCFA and OCSD Helicopters is still in talks with both agencies. OCFA has updated the dispatch matrix to include notifications to OCSD for all in County Vegetation Fire Responses.
<b>(BOS 10)</b> OCFA staff must follow established policy and procedure related to the dispatching of resources to reported wildland fires according to the Watershed Dispatch Level designation in place.	ECC Mgr	Direction was provided to clarify following Canyon 2 incident and updates to SOP OP 06.67 further support this directive.
<b>(BOS 13)</b> Fire staff should be cognizant that in today's technological environment, fire communications and operational decisions and actions are open to public scrutiny.	CAPA BC	

<b>(AAR 1A)</b> Maintain accountability in the ECC that re-enforces the initiation of a response to a report of smoke and/or fire, regardless of the number of reports.	ECC Mgr	Direction was provided to clarify following Canyon 2 incident and is reinforced by Supervisory staff during periods of elevated fire activity.
<b>(AAR 1B)</b> Review and update SOP OP.06.43 annually and clarify circumstances and conditions on which this guideline can be modified.	ECC Mgr	SOP updated, training provided to Division Chiefs and ECC personnel
<b>(AAR 4)</b> Re-establish the OCFA phone bank system, which includes televisions to monitor current news outlets to assist with dissemination of accurate information to the public. Consider relocating the Communications/Public Information Office.	CAPA BC	Implemented
<b>(AAR 11A)</b> Strive to fill all open positions in collaboration with the local 3631 through the staffing Joint Labor Management team.	HR Director	Implemented
<b>(AAR 11B)</b> Continue to maximize the number of fire recruits in each Recruit Fire Academy	HR Director	Implemented
<b>(AAR 11C)</b> Continue the frequency of academies as necessary	HR Director	Implemented
<b>(AAR 11D)</b> Continue the utilization of the attrition planning process	HR Director	Implemented
<b>(AAR 11E)</b> Continue to offer multiple entry portals into the OCFA for the firefighter rank.	HR Director	Implemented
<b>(AAR 11F)</b> Continue to balance the timing of all promotions, to minimize overly affecting any one rank.	HR Director	Implemented
<b>(AAR 11G)</b> Develop decision points and actions in anticipation of predictable future staffing issues (i.e. SAFD 10-year mark 4/2022):	HR Director	Implemented
<b>(AAR 11H)</b> Effectively plan for future academies and promotions	HR Director	Implemented
<b>(AAR 12)</b> Provide a night HLCO with NVG training during night time helicopter firefighting anytime two or more ships are operating in accordance to FIRESCOPE guidelines.	Special Ops DC	Completed. Perkins qualified. Dossey/Covey Trainee.
<b>(AAR 19)</b> OCFA should consider additional procedural options regarding HLCO capabilities as well as the development of standardized practices to use local public safety aircraft as HLCO capable platforms during Red Flag conditions.	Special Ops	Recommend requesting Type 3 helicopter under predicted Red Flag Conditions.
<b>(AAR 21)</b> Evaluate the current dozer operator program for depth, succession planning, and surge capacity relative to the needs in declared fire season.	Special Ops	
<b>(AAR 25)</b> Consider upgrading server capability to provide for access on all department issued iPads.	IT Manager	
<b>Pending (38)</b>		
<b>Recommendation</b>	<b>Responsibility</b>	<b>Notes</b>
<b>(IRP 1.C.a)</b> OCFA must ensure that the Duty Officer's responsibilities are understood.	Command DC	
<b>(IRP 1.C.b)</b> OCFA must ensure that the Duty Officer is utilized per protocols and procedures.	Command DC	
<b>(IRP 1.D)</b> OCFA should review and update its Duty Officer Notification Matrix to ensure prompt notification and dispatch guidance for fires reported with the MTZ.	Command DC	
<b>(IRP 1.E)</b> OCFA should review and update its Duty Officer Standard Operational Procedure.	Command DC	
<b>(IRP 4.C)</b> Review and update SOP OP.06.43 to clarify circumstances or conditions under which Chief Officers and ECC can modify the resource dispatch guidelines/recommendations.	Command DC	
<b>(IRP 5.D)</b> OCFA should review and clarify the role of the Duty Officer (24/7) versus the OCFA ECC Manager (40-hour week)	Command DC	
<b>(IRP 6.C)</b> OCFA should review Duty Chief's responsibilities.	Command DC	



<b>(IRP 6.D)</b> OCFA should review the 48/96-work shift schedule and relationship to employee residence locations to determine if off-duty recall can be enhanced.	OPS A/C	
<b>(BOS 1.A)</b> Use the deficiencies identified in the initial response to C2F as a case study for OCFA and other fire agencies to identify system weaknesses and close the gaps.	ECC Mgr	
<b>(BOS.3)</b> Preventative measures should be implemented on High Watershed Dispatch Level days, particularly when they coincide with active reignition sites from a recently contained fire. These include the consideration of such measures as air patrols by fire and law enforcement agency helicopters, ground patrols in wildland areas, and formal reminder notifications to Dispatch staff at the beginning of their shift regarding their responsibilities on High Watershed Dispatch Level days. (weather conditions)	OPS A/C	
<b>(BOS.6)</b> Use the C2F response as a training case study and make the proper adjustments to ECC operations.	ECC Mgr	
<b>(BOS.7)</b> Develop a more comprehensive training experience for dispatch staff, including hands-on experiences in a variety of critical functional areas of OCFA.	ECC Mgr	
<b>(BOS 12)</b> Identify and promote methods to electronically connect emergency dispatch centers from multiple jurisdictions together with initial notification and updates of critical fire events and weather conditions so that each can be simultaneously apprised of the situation and the current response underway.	ECC Mgr	
<b>(AAR 1.C)</b> Develop additional policies for daily briefings and situational updates (i.e. significant weather events).	OPS A/C	
<b>(AAR 7)</b> Develop collaborative strategies to work with the city EOC staff.	Command DC	
<b>(AAR 9)</b> Reinforce the importance of County/OA EOC with DOC activation.	Command DC	
<b>(AAR 10)</b> Training should be sought specific to the application of the automatic aid agreement between the City of Anaheim and Orange County Fire Authority.	Command DC	
<b>(AAR 11I)</b> Evaluate how the 48-hour shift schedule impacts the ability to call back employees during major emergencies.	OPS A/C	
<b>(AAR 17)</b> Re-evaluate and establish decision points when patrols are deployed to cover a battalion during major incidents versus incident response.	OPS A/C	
<b>(AAR 18A)</b> Evaluate decision points to reconfigure these identified units (RAMP) within each battalion.	Command DC	
<b>(AAR 18B)</b> Consider converting pre-identified units (RAMP) before a major incident occurs, based on established decision points.	Command DC	
<b>(AAR 18C)</b> Consider clarifying those positions other than the Duty Chief that have the authority to execute these types of decisions (RAMP).	Command DC	
<b>(AAR 20C)</b> Ensure IT personnel are added to the DOC activation process to allow access to iPads and radios.	IT Mgr	
<b>(AAR 22)</b> Consider development of policy/procedure for the movement of units during major incidents. Incorporate utilization of the leapfrog methodology to avoid having open areas that are impacted by the incident.	OPS A/C	
<b>(AAR 23)</b> Consider the utilization of an electronic process to quickly capture all available personnel/ranks available; in order to improve the station coverage process.	OPS A/C	
<b>(AAR 26)</b> Consider evaluating the entire county and re-establishing several locations throughout Orange County that can function as a base camp. Pre-plans with agreements should be sought out to ensure this process is efficient and effective.	Command DC	

<b>(AAR 27A)</b> When dealing with multi-jurisdictional areas of responsibility ensure mop up is coordinated with the agencies having jurisdiction, communicated with all levels of line leadership, areas of responsibility are understood, and are acknowledged via agency representative's signature.	OPS A/C	
<b>(AAR 27B)</b> Ensure incident action plans identify mop up parameters and are followed throughout the potential for re-ignition; especially during expected high wind events.	OPS A/C	
<b>(AAR 27C)</b> Upon the completion of the incident action plan timeframes, the ongoing mitigation of the incident including mop up and patrol remains with the agency having jurisdiction.	OPS A/C	
<b>(AAR 27D)</b> Mop-up and patrol plans need to consider upcoming weather conditions.	OPS A/C	
<b>(AAR 28)</b> Re-institute a liaison program for city EOC positions and provide a process for continual training and succession planning.	Command DC	
<b>(AAR 29)</b> Explore automated processes to support personnel notification.	Command DC	
<b>(AAR 30)</b> Re-evaluate the current policy and process to assist with consistent up-staffing decision points and outcomes during the predesignated weather events. (i.e. Inclusion of the SAWTI)	OPS A/C	
<b>(AAR 31A)</b> Consider recurrent RAMP Guidebook training for the AC, DC, BC, and FC Administrative Staff.	Command DC	
<b>(AAR 31B)</b> Consider re-designing some RAMP sections to provide decision support through a phase specific checklist.	Command DC	
<b>(AAR 31C)</b> Develop an internal process to allow for more rapid RAMP updates to be concurrent with departmental changes.	Command DC	
<b>(AAR 32)</b> Develop policy to identify staff chief officers' roles and responsibilities for the County/OA EOC needs. Continue to utilize an Assistant Chief, a Division Chief and a staff Battalion Chief for operations at the County/OA EOC.	Command DC	
<b>(AAR 33)</b> Conduct ongoing County/OA EOC training for each of the OCFA specific positions in the County/OA EOC; specifically, the Director of Emergency Services.	Command DC	
<b>Deferred for Future Consideration (3)</b>		
Recommendation	Notes	
<b>(AAR 14)</b> OCFA should research the feasibility to secure Type 1 helicopters with improved payloads and firefighting capabilities.	Concept will be revaluated in coming years as budget permits.	
<b>(AAR 16)</b> OCFA should evaluate securing FLIR capability for its helicopters and consider a UAS program with similar capability.	Law enforcement aircraft outfitted with capabilities and available to assist upon request.	
<b>(BOS 1.B)</b> Consider whether a consolidation of fire suppression and emergency communication responsibilities in the 91/241 freeway corridor area might improve the efficiency and effectiveness of an initial fire response.	Objective met by improving procedures	

## Outside Agency (7)

Recommendation	Notes
<b>(IRP 2A)</b> The OCSD needs to determine its commitment to become a fully recognized and participating firefighting asset. If so, they need to adhere to and be compliant with fire aviation industry standard and OCFA/OCSD MOU.	
<b>(IRP 2.B.b)</b> OCSD shall notify OCFA of their helicopter status daily.	
<b>(IRP 2.B.c)</b> OCSD shall operate within the ICS structure and accept leadership/direction from the Fire Agency Incident Commander or ATGS when assisting with a firefighting response.	
<b>(IRP 3.B)</b> Cal Fire or USFS shall card all OCSD aircraft and pilots annually.	
<b>(AAR 2)</b> - Establish Joint Information Center (JIC) when a unified command is established, to ensure that all information is distributed timely and specifically to those cities that are impacted.	
<b>(AAR 13)</b> Ensure agencies with resources that wish to participate in firefighting operations are in the ROSS system.	
<b>(AAR 15)</b> Ensure assisting agencies are aware of the obligation to comply with all contracting fuel provision requirements for accepting ROSS call when needed orders.	

# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Board of Directors Regular Meeting  
Thursday, August 23, 2018  
6:00 P.M.**

**Regional Fire Operations and Training Center Board Room  
1 Fire Authority Road  
Irvine, CA 92602-0125**

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## **CALL TO ORDER**

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on August 23, 2018, at 6:00 p.m. by Chair Sachs.

Using the Chair's discretion, Chair Sachs announced that he would be re-ordering the agenda to have the reports by the Committee Chairs and Fire Chief following this evening's presentation items.

## **INVOCATION**

Senior Chaplain Dave Keehn offered the Invocation.

## **PLEDGE OF ALLEGIANCE**

Director Bartlett led the Assembly in the Pledge of Allegiance to the Flag.

## **ROLL CALL**

Lisa Bartlett, County of Orange  
Laurie Davies, Laguna Niguel  
Sergio Farias, San Juan Capistrano  
Noel Hatch, Laguna Woods  
Robert Johnson, Cypress  
Al Murray, Tustin  
Don Sedgwick, Laguna Hills  
Michele Steggell, La Palma  
Elizabeth Swift, Buena Park

Tim Brown, San Clemente  
Ellery Deaton, Seal Beach  
Carol Gamble, Rancho Santa Margarita  
Gene Hernandez, Yorba Linda  
Joe Muller, Dana Point  
Ed Sachs, Mission Viejo  
Dave Shawver, Stanton  
Tri Ta, Westminster  
Juan Villegas, Santa Ana

**Absent:** Leah Basile, Lake Forest  
Shelley Hasselbrink, Los Alamitos  
Todd Spitzer, County of Orange

Dave Harrington, Aliso Viejo  
Vince Rossini, Villa Park

## **Also present were:**

Fire Chief Brian Fennessy  
Assistant Chief Lori Smith  
Human Resources Director Brigitte Gibb  
General Counsel David Kendig  
Clerk of the Authority Sherry Wentz

Assistant Chief Lori Zeller  
Assistant Chief Dave Anderson  
Assistant Chief Mark Sanchez  
Assistant Chief Randy Black

## **PUBLIC COMMENTS (F: 11.11)**

Stephen Wontrobski, Mission Viejo resident, addressed unfunded liability, contract cities, and the Closed Session Item No. CS1, Conference with Labor Negotiator.

Director Steggell arrived at this point (6:05 p.m.).

### **1. PRESENTATIONS**

No items.

## **REPORTS**

### **REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR (F: 11.12)**

Chair Sachs reported as the August meeting was cancelled, there will be no report; the Committee will hold a special meeting on September 4, 2018.

### **REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 11.12)**

Chair Sachs reported as the August meeting was cancelled, there will be no report; the next regular meeting will be held on September 12, 2018.

### **REPORT FROM THE CLAIMS SETTLEMENT COMMITTEE CHAIR (F: 11.12)**

Chair Sachs reported as the Claims Settlement Committee Chair, the Committee considered Workers' Compensation claims for claimants William Leverenz, Harry Trattner, James Davis, and Edward Harrod. There were no reportable actions.

Director Brown arrived at this point (6:12 p.m.).

### **REPORT THE FIRE CHIEF FIRE (F: 11.14)**

Fire Chief Fennessy introduced newly appointed Division Chief Mike Contreras; recognized Division Chief Jeff Adams, Incident Commander for the Holy Jim Fire; introduced Division Chief Brian Norton who provided an overview of the heavy equipment operations; and introduced Assistant Chief Dave Anderson who announced the following upcoming events: September 11, 2018, Memorial, OCFA's RFOTC Open House on October 6, 2018, and Fire Station Open Houses on October 13, 2018. Fire Chief Fennessy introduced Division Chief Adams who reported on the passing of Urban Search and Rescue canine Jester. He introduced Jester's handler, Captain Davis Doty, who spoke on Jester's history and the Canine Search and Rescue program.

## **CLOSED SESSION (F: 11.15)**

### **CS1. CONFERENCE WITH LABOR NEGOTIATOR**

Agency Designated Representative: Peter Brown, Liebert Cassidy and Whitmore  
Employee Organizations: Orange County Professional Firefighters Association,  
Local 3631, Orange County Employees Association,  
Orange County Fire Authority Managers Association,  
and all unrepresented employees  
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 (1 case)

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

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

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

Authority: Government Code Section 54956.9(d)(2) and (e)(5) – Significant  
Exposure to Litigation (1 case)

General Counsel David Kendig reported the Board would convene to Closed Session to consider the matters on the agenda identified as CS1, Conference with Labor Negotiator, and CS2 through CS4, Conference with Legal Counsel – Anticipated Litigation.

Chair Sachs recessed the meeting to Closed Session at 6:31 p.m.

Director Brown left at this point (6:31 p.m.).

Director Farias arrived at this point (6:53 p.m.).

Director Murray arrived at this point (7:00 p.m.).

Chair Sachs reconvened the meeting from Closed Session at 8:27 p.m.

## **CLOSED SESSION REPORT (F: 11.15)**

General Counsel David Kendig stated there were no reportable actions.

## **MINUTES**

### **2. Minutes from the July 26, 2018, Board of Directors Regular Meeting (F: 11.06)**

The minutes were corrected to include a missing recommended action for Agenda Item No. 3E: Approve a Budget Adjustment in the General Fund (121) increasing revenues and expenditures in the amount of \$491,181.60 for the purpose of completing this training exercise.

On motion of Director Murray and second by Director Johnson, the Board of Directors voted by those present to approve the July 26, 2018, Minutes as amended. Directors Farias, Hernandez, Swift, and Villegas were recorded as abstentions due to their absence from the meeting.

Director Brown was absent for the vote.

### **3. CONSENT CALENDAR (Agenda Item No. 3B was pulled for separate consideration)**

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

On motion of Director Murray and second by Director Davies, the Board of Directors voted by those present to increase appropriations in the FY 2018/19 General Fund budget not to exceed \$25,000 for funding of the Orange County Drowning Prevention Task Force.

Director Brown was absent for the vote.

#### **B. Emergency Command Center Communications Training Officer (F: 18.04)**

Director Bartlett pulled this item from the Consent Calendar to address the use of including an evaluation or matrix to staff reports on the effectiveness of trial programs.

On motion of Director Bartlett and second by Director Harrington, the Board of Directors voted by those present to:

1. Authorize the continuation of a 15% specialty compensation bonus for Fire Communication Dispatchers while serving as Communications Training Officers for Fire Communications Dispatch Trainees.
2. Increase appropriations in the FY 2018/19 General Fund (121) Budget by \$53,560 to fund the specialty compensation. Directors Murray and Harrington voted in opposition.

Director Brown was absent for the vote.

**C. Response to Grand Jury Report Regarding “Competition or Collaboration – Orange County’s Public Agency Helicopters” (F: 20.04A11)**

On motion of Director Murray and second by Director Davies the Board of Directors voted by those present to approve and authorize the Clerk of the Authority to submit the Orange County Fire Authority’s response to the Orange County Grand Jury report entitled "Competition or Collaboration – Orange County’s Public Agency Helicopters."

Director Brown was absent for the vote.

**END OF CONSENT CALENDAR**

**4. PUBLIC HEARING(S)**

No items.

**5. DISCUSSION CALENDAR**

**A. Organizational Assessment and Restructure (F: 17.16)**

Fire Chief Fennessy presented the Organizational Assessment and Restructure.

On motion of Director Ta and second by Director Hernandez, the Board of Directors voted by those present to:

1. Authorize amendments to the Master Position Control, including:
  - a. Addition of two Deputy Chiefs (one safety and one non-safety)
  - b. Addition of one Division Chief
  - c. Addition of one Communications Director
  - d. Freeze one Office Services Specialist (currently vacant)
  - e. Freeze one Organizational Training & Development Manager (currently vacant)
  - f. Delete one limited-term Fire Captain, effective June 30, 2019
  - g. Add two Fire Captains/Crew Chiefs (clean-up action from June 28, 2018, Board authorized expansion of second helicopter for Air Ops)
2. Authorize an increase in FY 2018/19 General Fund (121) expenditures not to exceed \$275,000.
3. Approve amendments to the Personnel and Salary Resolution.
4. Approve the proposed modifications to the Class Specifications for the Deputy Fire Chief position.

Director Brown was absent for the vote.



**B. Approval of Memorandum of Understanding Orange County Fire Authority Management Association (F: 17.04F)**

Human Resources Director Brigitte Gibb presented the Approval of Memorandum of Understanding with the Orange County Fire Authority Management Association (OCFAMA).

Stephen Wontrobski, Mission Viejo resident, spoke in opposition to the Memorandum of Understanding between OCFA and the OCFAMA.

On motion of Director Farias and second by Director Hatch, the Board of Directors voted by those present to:

1. Approve the proposed Memorandum of Understanding between the Orange County Fire Authority and the Orange County Fire Authority Management Association, for a term of June 25, 2018, to June 24, 2021.
2. Authorize an adjustment to the FY 2018/19 Adopted Budget to increase General Fund (121) expenditures in the amount of \$119,658.

Director Brown was absent for the vote.

**C. Approval of Memorandum of Understanding General and Supervisory Units Orange County Employees Association (F: 17.04D1)**

Human Resources Director Brigitte Gibb presented the Approval of Memorandum of Understanding with the General and Supervisory Units Orange County Employees Association.

On motion of Director Ta and second by Director Murray, the Board of Directors voted unanimously by those present to:

1. Approve the proposed General and Supervisory Unit Memorandum of Understanding between the Orange County Fire Authority and the Orange County Employees Association, for a term of August 23, 2018, to August 22, 2021.
2. Authorize an adjustment to the FY 2018/19 Adopted Budget to increase General Fund (121) expenditures in the amount of \$667,411.
3. Authorize the addition of one Fire Communications Dispatcher and one Fire Communications Supervisor to the Master Position Control to accommodate staffing requirements for the transition of dispatch operations from a 24-hour shift schedule to a 12-hour shift schedule, effective January 2019.

Director Brown was absent for the vote.

## **BOARD MEMBER COMMENTS (F: 11.13)**

Director Bartlett thanked Chief Fennessy, Assistant Chief Anderson, and others for the completion of the Air Operations Cooperative Agreement for Air Operations between the Orange County Sheriff's Department and Orange County Fire Authority.

Director Gamble thanked Chief Lori Zeller for the Pension Payment Plan presentation given to the City Council of Rancho Santa Margarita. She additionally complimented Division Chief Rob Capobianco for his hard work and dedication to the City during the Holy Jim fire.

Director Murray commended Chief Fennessy and all those involved in the completion of the Cooperative Agreement with Orange County Sheriff's Department.

Chair Sachs reported participating in a site visit to the Incident Command Center at Irvine Lake during the Holy Jim Fire with Division Chief Rob Capobianco; thanked Finance Manager/Auditor Jim Ruane for his diligent financial management for fire services; and thanked all those who worked on the Cooperative Agreement between the Orange County Sheriff's Department and the OCFA, noting the recent joint Air Operations Press Conference held in Mission Viejo.

Director Hatch thanked Division Chief Jeff Adams for his service to the City of Laguna Woods and welcomed newly appointed Division Chief Mike Contreras.

Director Bartlett reported the State's 58 counties have banded together opposed to legislation the utility companies are seeking to pass, which will relieve them of liability for wild fires caused by downed utility lines.

**ADJOURNMENT** – Chair Sachs adjourned the meeting at 8:27 p.m. in memory of the loss of three more fire personnel: CAL FIRE Heavy Equipment Mechanic Andrew Break who was tragically killed in a solo vehicle accident on August 9, 2018, while assigned to the Carr Fire; Redding's Firefighter Jeremy Stokes who died in the line of duty, also on the Carr Fire, on July 26, while assisting with emergency evacuations; Utah's Draper City Fire Department Battalion Chief Matthew Burchett, who passed away while working on the Mendocino Complex wildfires in Northern California; and the loss of OCFA's Urban Search and Rescue canine Jester. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, September 27, 2018, at 6:00 p.m.

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



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
September 27, 2018

Agenda Item No. 3A  
Consent Calendar

**Carryover of FY 2017/18 Uncompleted Projects and  
Use of Unexpended Fund Balance**

**Contact(s) for Further Information**

Lori Zeller, Deputy Chief Administration & Support Bureau	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Patricia 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 for approval to carryover funding for various projects, grants, and unexpended funds that were not used in FY 2017/18 and require funding in FY 2018/19.

**Prior Board/Committee Action**

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

At its regular September 12, 2018, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item. In addition, the Committee directed staff to work with the Chair of the Budget and Finance Committee to form an Ad Hoc Committee for review of policy level direction relating to cost control actions on behalf of OCFA's cash contract cities.

**RECOMMENDED ACTION(S)**

1. Approve a budget adjustment in the General Fund (121) increasing revenues by \$500,000 and expenditures by \$5,517,226.
2. Approve a budget adjustment in the General Fund CIP (12110) increasing expenditures by \$1,330,777.
3. Approve a budget adjustment in the Fire Stations and Facilities Fund (123) increasing expenditures by \$1,946,642.
4. Approve a budget adjustment in the Communications and Information Systems Fund (124) increasing expenditures by \$2,957,040.
5. Approve a budget adjustment in the Fire Apparatus Fund (133) increasing expenditures by \$3,972,280.
6. Approve a budget adjustment transferring \$875,000 from the General Fund (121) to the General Fund CIP (12110) to ensure sufficient fund balance in the fund to complete the projects.

**Impact to Cities/County**

The proposed adjustments to the FY 2018/19 budget will have no impact to cash contract city charges.

### **Fiscal Impact**

Approval of the requested adjustments will increase revenues and appropriations in the funds listed commensurate with the equivalent amounts of unexpended fund balance from FY 2017/18.

### **Background**

The annual carryover request includes projects in the General and CIP funds, as summarized on Attachment 1. Due to the complexity, size, and time required to complete these projects, they were not completed in FY 2017/18, and staff is recommending appropriations for these projects be carried over to FY 2018/19 so the projects can be completed. Carryover requests reflect simply a timing change of planned expenditures.

Additionally, staff is recommending the use of unexpended (leftover) fund balance from FY 2017/18 to fund an assortment of projects and expenses which were appropriately requested for funding by staff during the FY 2018/19 budget development process, but which the Executive Management team did not initially approve in FY 2018/19 as the team was working to hold cost increases down on behalf of our cash contract cities, and instead desired to fund these needs using unexpended fund balance from FY 2017/18 where feasible.

### **Attachments**

List of Carryover and Unexpended Fund balance adjustment requests

**Orange County Fire Authority**  
**Carryover Budget Adjustment - FY 2017/18 to FY 2018/19**

Description	Carryover Revenue	Carryover Expenditure	Appropriate Fund Balance
<b>Fund 121 - General Fund</b>			
<b><i>Carryover Expenditures (timing change):</i></b>			
Urban Search & Rescue Grant Funds	\$500,000	\$790,925	\$290,925
CalFire Augmentation (vehicles, cameras, equipment)		865,030	865,030
Maruchan Donated Funds - City of Irvine projects		438,428	438,428
New vehicle communications installation costs		200,000	200,000
Double stacking light service bays		25,000	25,000
RFOTC Security upgrade		95,000	95,000
Incident Management Team training & major purchases		175,000	175,000
Fire Station 61 Recovery		123,082	123,082
Banner Training Funds		90,000	90,000
Lexipol - Online Fire Policy manual (as approved by EC)		364,055	364,055
Carbon Monoxide Gas Monitors		32,000	32,000
<b><i>Carryover Funding Requests (one-time funding):</i></b>			
DIR User Assessment increase		271,942	271,942
Insurance premium increases		90,380	90,380
Safety Management Software		100,000	100,000
WEFIT Physicals and testing		248,479	248,479
Special Assignment - Cancer Prevention Program (Captain)		271,905	271,905
Classification and compensation studies		35,000	35,000
One-time modification to light bay(s)		191,000	191,000
Extra-help IT installers for 800 MHz project		50,000	50,000
Staffing System Software Upgrades & Enhancements		180,000	180,000
Mission Driven Culture Training (as approved by EC)		880,000	880,000
<b>Total: Fund 121</b>	<b>500,000</b>	<b>5,517,226</b>	<b>5,017,226</b>
<b>Fund 12110 - General Fund CIP</b>			
CalFire Augmentation (Weather/Fire Monitoring Equip.P406)		16,883	16,883
Mobile Data Computers (P303)		99,389	99,389
800 MHz Radios (P332)		138,071	138,071
VHF radios (P333)		51,673	51,673
Fire Station Phones/Alarms/Sound (P334)		56,761	56,761
Tarmac Repairs FS #41		75,000	75,000
Dormitory Privacy & Repairs FS #53, & #41		200,000	200,000
Bathroom Modification FS #13 & #44		400,000	400,000
Kitchen Remodel - FS #6		200,000	200,000
Weather/Fire EOC Upgrade (P407)		93,000	93,000
<b>Total: Fund 12110</b>	<b>-</b>	<b>1,330,777</b>	<b>1,330,777</b>

**Orange County Fire Authority**  
**Carryover Budget Adjustment - FY 2017/18 to FY 2018/19**

Description	Carryover Revenue	Carryover Expenditure	Appropriate Fund Balance
<b>Fund 123 - Fire Stations and Facilities</b>			
FS #18 Carport - CalFire Graybook Funding (P219)		100,000	100,000
RFOTC Emergency Power Circuit (P243)		18,113	18,113
US&R Warehouse/Training Ctr improvement (P246)		124,354	124,354
Infrastructure Security Enhancement (P247)		463,135	463,135
FS #42 Site Stabilization (P248)		742,960	742,960
FS #9 Replacement (P536)		498,080	498,080
<b>Total: Fund 123</b>	<b>-</b>	<b>1,946,642</b>	<b>1,946,642</b>
<b>Fund 124 - Communications &amp; Information Systems</b>			
Incident Reporting Replacement (P325)		841,262	841,262
800 MHz CCCS replacement (P346)		91,075	91,075
Next Generation CAD2CAD (P347)		24,703	24,703
RFOTC Data Ctr Fire Suppression Sys Upgrade (P348)		1,000,000	1,000,000
OCFA Disaster Recovery Co-Location Facility (P349)		1,000,000	1,000,000
<b>Total: Fund 124</b>	<b>-</b>	<b>2,957,040</b>	<b>2,957,040</b>
<b>Fund 133 - Vehicle Replacement Fund</b>			
3 Engine - Type III (\$480,000 ea)		1,440,000	1,440,000
2 Mid size 4 door (\$42,923 ea)		85,846	85,846
4 Pickup Utility 3/4 ton (\$45,680 ea)		182,720	182,720
2 Water Tenders (\$346,000 ea)		692,000	692,000
4 Full-size Cargo Van (\$44,250 ea)		177,000	177,000
1 Hook Truck/Dump Truck (\$149,350 ea)		149,350	149,350
1 Minivan (\$28,000 ea)		28,000	28,000
1 Service Truck - light (\$60,000 ea)		60,000	60,000
6 Pickup General 3/4 Ton (\$46,140 ea)		276,840	276,840
vehicle outfitting costs		672,000	672,000
Fire Station 61 Recovery		208,524	208,524
<b>Total: Fund 133</b>	<b>-</b>	<b>3,972,280</b>	<b>3,972,280</b>



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
September 27, 2018

Agenda Item No. 3B  
Consent Calendar

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**Adoption of Revised Conflict of Interest Code**

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**Contact(s) for Further Information**

Lori Zeller, Deputy Chief Administration & Support Bureau	<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**

The Political Reform Act requires that every local agency review its Conflict of Interest Code biennially. The Clerk of the Authority, General Counsel, Purchasing Manager, and Executive Management have reviewed the existing Code and recommend that the Board adopt the attached Resolution revising the Conflict of Interest Code for the Orange County Fire Authority (OCFA).

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

The Board adopted its last revised Conflict of Interest Code on September 22, 2016.

**RECOMMENDED ACTION(S)**

Adopt the proposed Resolution entitled A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY ADOPTING A CONFLICT OF INTEREST CODE WHICH SUPERSEDES ALL PRIOR CONFLICT OF INTEREST CODES AND AMENDMENTS PREVIOUSLY ADOPTED revising the Conflict of Interest Code, and direct the Clerk of the Authority to submit the adopted Resolution to the Orange County Board of Supervisors, as the Code reviewing body, for approval.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

The Political Reform Act requires every local agency to review its Conflict of Interest Code biennially and submit any revisions to its code reviewing body. Since our jurisdictional boundaries are within the County of Orange, the County Board of Supervisors is our code reviewing body, and therefore must approve any amendments.

Upon completion of the review by our Legal Counsel, Clerk of the Authority, Purchasing Manager, and Executive Management it was determined that our Conflict of Interest Code will require an amendment to reflect the redlined changes based upon the OCFA's recent reorganization and consolidation of some designated positions.

**Attachment(s)**

Proposed Resolution

**RESOLUTION NO. 2018-XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE  
COUNTY FIRE AUTHORITY ADOPTING A CONFLICT OF INTEREST  
CODE WHICH SUPERSEDES ALL PRIOR CONFLICT OF INTEREST  
CODES AND AMENDMENTS PREVIOUSLY ADOPTED**

*WHEREAS*, the Political Reform Act of 1974, Government Code Section 81000 et. seq. (“the Act”), requires a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

*WHEREAS*, the Orange County Fire Authority has previously adopted a Conflict of Interest Code and that Code now requires updating; and

*WHEREAS*, amendments to the Act have in the past and foreseeably will in the future require conforming amendments to be made to the Conflict of Interest Code; and

*WHEREAS*, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, Section 18730, which contains terms for a standard model Conflict of Interest Code, which, together with amendments thereto, may be adopted by public agencies and incorporated by reference to save public agencies time and money by minimizing the actions required of such agencies to keep their codes in conformity with the Political Reform Act.

*NOW THEREFORE, THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY, DOES HEREBY RESOLVE AS FOLLOWS:*

SECTION 1. The terms of Title 2, California Code of Regulations, Section 18730 (Attachment) and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, together with Exhibits A and B in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Orange County Fire Authority.

SECTION 2. The provisions of all Conflict of Interest Codes and Amendments thereto previously adopted by the Orange County Fire Authority are hereby superseded.

SECTION 3. The Filing Officer is hereby authorized to forward a copy of this Resolution to the Clerk of the Orange County Board of Supervisors for review and approval by the Orange County Board of Supervisors as required by California Government Code Section 87303.

PASSED, APPROVED, AND ADOPTED this 27<sup>th</sup> day of September 2018.

ATTEST:

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ED SACHS, CHAIR  
Board of Directors

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



## **CONFLICT OF INTEREST CODE FOR THE ORANGE COUNTY FIRE AUTHORITY**

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the Orange County Fire Authority.

### **DESIGNATED EMPLOYEES**

Designated employees (excluding consultants) shall file Statements of Economic Interests with the Clerk of the Orange County Board of Supervisors who will make the statements available for public inspection and reproduction (Government Code Section 82008). Consultants shall file Statements of Economic Interests with the Orange County Fire Authority Clerk of the Authority.

### **OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18701 (b), are NOT subject to the Authority's code, but are subject to the disclosure requirements of the Act (Government Code Section 87200 et seq.). [Regs. §18730(b)(3)]. These positions are listed here for informational purposes only.

It has been determined that the positions listed below are Orange County Fire Authority officials who manage public investments:

Board of Directors and Alternates	Treasurer
Fire Chief	<u>Deputy Chief/Administration &amp; Support Bureau</u>
	Assistant Chief/Business Services Department

These positions shall file original Statements of Economic Interests with the Clerk of the Orange County Board of Supervisors.

The disclosure categories and requirements for these positions are set forth in Article 2 of Chapter 7 of the Political Reform Act, Government Code Section 87200 et seq. They generally require the disclosure of interests in real property in the agency's jurisdiction, as well as investments, business positions and sources of income (including gifts, loans and travel payments).

**ORANGE COUNTY FIRE AUTHORITY**

**LIST OF DESIGNATED POSITIONS  
CONFLICT OF INTEREST CODE**

<b>Designated Position</b>	<b>Disclosure Category</b>
Assistant Chief/ <del>Fire Marshal (excluding Business Services Department)</del>	OC-41
<del>Assistant Chief/Operations Department</del>	<del>OC-41</del>
<del>Assistant Chief/Support Services Department</del>	<del>OC-41</del>
Assistant Fire Marshal	OC-29
Assistant Information Technology Manager/ <del>Portfolio and Procurement Management</del>	OC-08
<del>Assistant Information Technology Manager/Customer Relations and Consulting</del>	<del>OC-08</del>
<del>Assistant Information Technology Manager/GIS &amp; Data Management</del>	<del>OC-08</del>
<del>Assistant Information Technology Manager/Infrastructure &amp; Workplace Support</del>	<del>OC-08</del>
Assistant Purchasing Agent	OC-41
Battalion Chief/Emergency Command Center	OC-05
Battalion Chief/Emergency Medical Services	OC-05
Buyer	OC-41
Clerk of the Authority	OC-05
Consultant	OC-30
Construction Manager	OC-32

Deputy <del>Fire</del> Chief/ <u>Emergency Operations Bureau</u>	OC-41
Deputy Fire Marshal	OC-29
Director of Communications	OC-41
EMS Coordinator	OC-05
EMS Medical Director	OC-05
Employee Relations Manager	OC-11
Facilities Maintenance Manager	OC-41
Finance Manager	OC-27
Fire Captain – Spec Developer for PPEs	OC-05
Fire Engineer – Spec Developer for Apparatus	OC-41
Fire Division Chief	OC-41
Fire Prevention Analyst	OC-29
Fire Prevention Specialist	OC-29
Fire Safety Engineer	OC-29
Fleet Services Manager	OC-05
Fleet Services Supervisor	OC-05
General Counsel	OC-30
Human Resources Director	OC-11

Information Technology Manager	OC-08
Information Technology Supervisor	OC-08
Organizational Development and Training Program Manager	OC-05
Property Manager	OC-41
Purchasing and Materials Manager	OC-05
Risk Manager	OC-12
Risk Management Analyst	OC-12
Service Center Supervisor	OC-05
Senior Fire Apparatus Parts Specialist	OC-05
Senior Fire Prevention Specialist	OC-29
Supervising Purchasing Agent	OC-05

**ORANGE COUNTY FIRE AUTHORITY****DISCLOSURE CATEGORIES/DESCRIPTIONS\***

<b>Disclosure Category</b>	<b>Disclosure Description*</b>
OC-05	All investments in, business positions and income (including gifts, loans, and travel payments) from sources that provide services, supplies, materials, machinery, equipment (including training and consulting services) used by the County Department, Authority or District, as applicable.
OC-08	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that develop or provide computer hardware/software, voice data communications, or data processing goods, supplies, equipment, or services (including training and consulting services) used by the County Department, Authority or District, as applicable.
OC-11	All interests in real property in Orange County or located entirely or partly within the Authority or District boundaries as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that are engaged in the supply of equipment related to recruitment, employment search & marketing, classification, training, or negotiation with personnel; employee benefits, and health and welfare benefits.
OC-12	All interests in real property in Orange County, the District, or Authority, as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that invest funds or engage in the business of insurance including, but not limited to insurance companies, carriers, holding companies, underwriters, brokers, solicitors, agents, adjusters, claims managers and actuaries; from financial institutions including but not limited to, banks, savings & loan associations and credit unions or sources that have filed a claim, or have a claim pending, against Orange County, the Authority or the District, as applicable.
OC-27	All investments in, business positions with and sources of income (including gifts, loans and travel payments) from sources that are engaged in banking and/or investment business.
OC-29	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that are subject to inspection or regulation by the County Department, Authority or District, as applicable.
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.

<b>Disclosure Category</b>	<b>Disclosure Description*</b>
OC-32	All investments in, business positions with and income (including gifts loans and travel payments) from sources that are engaged in any real estate activity within the geographical boundaries of the County, District or Authority as applicable, including but not limited to real estate appraisal, development, construction, sales, brokerage, leasing, lending, insurance or property management.
OC-41	All interests in real property in Orange County, the District or Authority, as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide services, supplies, materials, machinery, vehicles, or equipment (including training and consulting services) used by the County Department, Authority or District, as applicable.

\* As used herein, the terms “Department,” “County Department,” “District” and “Authority” shall all mean “Orange County Fire Authority”



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
September 27, 2018

Agenda Item No. 5A  
Discussion Calendar

**Division Chief Selection Process**

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**Contact(s) for Further Information**

Brian Fennessy, Fire Chief	<a href="mailto:brianfennessy@ocfa.org">brianfennessy@ocfa.org</a>	714.573.6010
Lori Zeller, Deputy Chief Administration & Support Bureau	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020

**Summary**

This agenda item is submitted to the Board of Directors for a recommendation on how future Division Chiefs will be selected for promotion, following placement on the eligibility list.

**Prior Board/Committee Action**

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

At its September 4, 2018, meeting, the Human Resources Committee reviewed and unanimously recommended approval of this item.

**RECOMMENDED ACTION(S)**

Support staff's recommendation on how future Division Chiefs will be selected for promotion, following placement on the eligibility list.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

In July 2018, a Division Chief (assigned in the City of Santa Ana) was promoted to Assistant Chief/Emergency Medical Services Department, thereby creating a vacancy in the Division Chief rank. An eligibility list for Division Chief existed and the Fire Chief opted to conduct selection interviews with the candidates on the current eligibility list as opposed to abolishing the list and starting a new recruitment and selection process.

A selection interview with the four eligible candidates was conducted on July 25, 2018. The interview panel was comprised of the Fire Chief, two Assistant Chiefs, and the City of Santa Ana's Police Chief. During the briefing just prior to the interviews, it was disclosed that the Fire Chief would consider input from the other panelists, but he would ultimately make the selection decision. The Human Resources Director advised the panel that they were interviewing candidates who had already been placed on the eligibility list, and this interview was to consider fit for promotion to an Orange County Fire Authority Division Chief classification and not for the specific vacancy, which at the time was in the City of Santa Ana.

After the selection and a promotion was made, questions arose regarding who makes the final selection and what role member cities have in the selection process. Additionally, Directors expressed interest in minimizing the rotation of Division Chiefs from one division or assignment to another, in order to maintain consistency within the city department head ranks.

As a result of this, staff is recommending that future Division Chiefs be placed on the eligibility list following successful completion of a panel interview with interviewers consisting of a Deputy Chief and two Assistant Chiefs. Selection for promotion from the eligibility list will be made by the Fire Chief after a selection interview with the Fire Chief and a high ranking Chief Officer from an external public safety agency.

In the event a rotation of Division Chiefs will occur, the Fire Chief will meet with the affected city manager(s) prior to the rotation.

**Attachment(s)**

None.





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

**Board of Directors Meeting**  
**September 27, 2018**

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

**Request for Amendment of Contract Language**  
**Santa Ana Fire Services and Emergency Medical Services Agreement**

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**Contact(s) for Further Information**

Brian Fennessy, Fire Chief	<a href="mailto:brianfennessy@ocfa.org">brianfennessy@ocfa.org</a>	714.573.6010
Lori Zeller, Deputy Chief Administration & Support Bureau	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020

**Summary**

This agenda item is submitted to the Board of Directors per request by Director Villegas (Santa Ana) for review of contract language and consideration of an amendment to the Santa Ana Fire Services and Emergency Medical Services Agreement.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

Review Director Villegas' request for amendment to the Santa Ana Fire Services and Emergency Medical Services Agreement and provide direction to staff.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

In July 2018, a Division Chief (assigned in the City of Santa Ana) was promoted to Assistant Chief/Emergency Medical Services Department, thereby creating a vacancy in the Division Chief rank. An eligibility list for Division Chief existed and the Fire Chief opted to conduct selection interviews with the candidates on the current eligibility list as opposed to abolishing the list and starting a new recruitment and selection process.

A selection interview with the four eligible candidates was conducted on July 25, 2018. The interview panel was comprised of the Fire Chief, two Assistant Chiefs, and the City of Santa Ana's Police Chief. During the briefing just prior to the interviews, it was disclosed that Fire Chief would consider input from the other panelists, but he would ultimately make the selection decision. The Human Resources Director advised the panel that they were interviewing candidates who had already been placed on the eligibility list, and this interview was to consider fit for promotion to an Orange County Fire Authority Division Chief classification and not for the specific vacancy, which at the time was in the City of Santa Ana.

After the selection and a promotion was made, questions were raised by Director Villegas regarding the process, and that the City of Santa Ana should have the ability to select the preferred candidate for the Division Chief assignment in the City. Specifically, Director Villegas requested Board consideration of an amendment to the Santa Ana Fire Services and Emergency Medical Services Agreement (Attachment 1).

For reference, the City's existing contract is provided as Attachment 2. For further comparison, the other seven of OCFA's cash contract city member cities all have standardized Fire Services Agreements (FSA) which contain much less detail than Santa Ana's FSA (example provided in Attachment 3). These other seven cities' FSAs were condensed and standardized in 2000 when all cities had already been members with OCFA for several years and details relating to transition were no longer needed, enabling a simpler and standard format for those cities. None of OCFA's member agencies have contract language entitling them to select the preferred candidate for Division Chief assignment in their respective agencies.

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

1. Santa Ana's Proposed Contract Amendment
2. Santa Ana Fire Services and Emergency Medical Services Agreement\*
3. Example of Standard Fire Services Agreement with other cash contract city members\*

*\* Attachments to these Agreements are not included in this agenda packet; however, they are on file with the Clerk of the Authority and available upon request.*

## Proposed Language for the Santa Ana/OCFA Agreement

7. The Division Chief assigned to the CITY, or his or her designee, shall attend CITY Council meetings, commission meetings and CITY staff meetings when requested by the CITY Manager and shall provide the CITY with any and all reports or documents pertaining to the CITY upon reasonable request by the CITY Manager. The Division Chief assigned to the CITY is of particular importance and shall be a person who has particular understanding of and/or experience in providing services to a large, diverse community. The Division Chief shall be someone who desires to serve the CITY and who will make the necessary investment of time and commitment to the CITY. Therefore, prior to designating the Division Chief assigned to the CITY, OCFA shall provide CITY with at least two individuals who qualify for the position under OCFA rules and procedures and the CITY, through the CITY Manager or other designees, shall have the opportunity to both interview the qualified candidates and select the preferred candidate for appointment by the OCFA Fire Chief.

**SANTA ANA**

Orange County Fire Authority  
Clerk of the Authority's Office  
**Original Document**

**FIRE SERVICES AND EMERGENCY MEDICAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 5<sup>th</sup> day of March 2012, by and between the ORANGE COUNTY FIRE AUTHORITY, a Joint Powers Authority ("OCFA"), and the CITY OF SANTA ANA, a municipal corporation and charter city in the County of Orange ("CITY".)

**RECITALS**

A. CITY is located wholly within the County of Orange.

B. CITY is legally obligated to provide fire protection services within its boundaries.

C. OCFA is the successor entity to the County of Orange Fire Department and CITY has chosen to be a member of and contract with the OCFA for the provision of fire protection services within CITY's boundaries.

**NOW, THEREFORE.** In consideration of the mutual promises contained herein, the Parties agree as follows:

I. **DEFINITIONS:** As used in this Agreement:

1. "CITY" means the City of SANTA ANA.
2. "AUTHORITY" or "OCFA" means the Orange County Fire Authority.
3. "Division Chief" means the Division Chief supervising Division 6, or any successor Division.
4. "CITY Council" means the City Council of the CITY of SANTA ANA.
5. "CITY Manager" means the City Manager of the CITY of SANTA ANA.
6. "JPA Board" means the Board of Directors of the Orange County Fire Authority.
7. "JPA Agreement" means the Amended Orange County Fire Authority Joint Powers Agreement dated September 23, 1999 as amended by the First Amendment to the Amended Joint Powers Agreement dated July 1, 2010, and any subsequent amendments hereafter approved as authorized therein.
8. "Fire Chief" means the chief executive officer of the Orange County Fire Authority.
9. "Fiscal Year" means the annual period commencing on July 1st and ending June 30th.
10. "MOU" means the Memoranda of Understanding between the OCFA and (a) International Association of Firefighters Local 3631 (the Orange County Professional Firefighters Association); (b) the OCFA Chief Officers Association; and (c) the Orange County Employees Association, as they exist on the effective date of this Agreement and as they may, from time to time, be amended or suspended.
11. "Division" means an area that identifies a specific geographical boundary that can include multiple fire suppression battalions and/or cities.
12. "Fire Battalion Chief" means an individual who supervises a battalion or an Orange County Fire Authority section, (e.g., Training Section).
13. "Battalion" means an area that identifies a specific geographical boundary that includes multiple stations and/or cities.

II. MEMBERSHIP: CITY shall be a member of OCFA and shall be subject to all the provisions, conditions, benefits, obligations and liabilities set forth in the JPA Agreement, as that Agreement may be further amended from time to time, unless otherwise provided herein. CITY shall have one representative on the JPA Board.

III. GENERAL SCOPE:

1. OCFA shall provide to CITY fire suppression, fire prevention, fire investigation, emergency medical, rescue and related services, hazardous materials response, hazardous materials disclosure, and community safety and education Services (collectively "fire services"). Services provided exclude weed abatement services.

2. The effective date in which OCFA will begin providing services to CITY is planned for April 20, 2012; however, in the event additional time is needed to obtain final approval of the transition, the effective date may be modified by mutual agreement of CITY and OCFA. The intent is that the effective date be scheduled approximately 60 days after final approval of the transition.

3. The level of service provided shall be the same as the general level of similar services provided by OCFA elsewhere within its boundaries. Specific service criteria are set forth in Attachment "A" to this Agreement, and incorporated herein as if fully set forth within the body of this Agreement. Any changes to such levels and method of service shall be determined by the Board of Directors and administered by the Fire Chief, who shall have direct control and supervision over the services provided pursuant to this Agreement, and who is hereby designated as the CITY Fire Chief and Fire Marshal.

4. Fire suppression and emergency medical response stations located within or assigned to the CITY are set forth below and shall be the same as existed on the effective date of this Agreement. Prior to making any changes to assigned fire suppression and emergency medical response stations, the Fire Chief shall meet and confer with the CITY Manager. Any changes in fire suppression and emergency medical response service station assignments shall be set forth in a written Memorandum of Understanding ("MOU") between the Fire Chief and the CITY Manager. In the event of failure to reach agreement with the Fire Chief, the CITY shall have the right to appeal to OCFA's Board of Directors.

5. Subsection (3) above shall not restrict the OCFA Board of Directors from approving OCFA related service enhancements from the Structural Fire Fund Entitlement Fund.

6. Upon request, CITY shall adopt an ambulance ordinance, and take those steps and amend those agreements necessary to convert the status of SANTA ANA from a "Provider Agency" of the Orange County-City Hazardous Materials Emergency Response Authority (OCCHMERA) to an "Orange County Fire Authority Member Agency" of the OCCHMERA.

7. The Division Chief assigned to the CITY, or his or her designee, shall attend CITY Council meetings, commission meetings and CITY staff meetings when requested by the CITY Manager and shall provide the CITY with any and all reports or documents pertaining to the CITY upon reasonable request by the CITY Manager.

8. Fire suppression and emergency medical response services shall be provided from the CITY locations stated below, which shall be redesignated as indicated:

<u>Location</u>	<u>Old Designation</u>	<u>New Designation</u>
1029 W. 17th St.	Station #1	Station #71
1688 E. 4th St.	Station #2	Station #72
419 S. Franklin St.	Station #3	Station #73
1427 S. Broadway St.	Station #4	Station #74
120 W. Walnut St.	Station #5	Station #75
950 W. MacArthur Ave.	Station #6	Station #76
2317 S. Greenville St.	Station #7	Station #77

501 N. Newhope St.  
1320 E. Warner Ave.  
2310 N. Old Grand St.

Station #8  
Station #9  
Station #10

Station #78  
Station #79  
Station #70

#### IV. ADMINISTRATION:

1. In providing fire services, OCFA hereby is authorized to and may enforce applicable CITY codes and ordinances, collect and retain any and all Fire Prevention or Miscellaneous User fees (excluding paramedic user fees) as determined by OCFA, and file any claims or actions on behalf of CITY to recover and retain amounts for emergency and hazardous materials responses.

2. The OCFA Fire Chief hereby is designated as Fire Chief of CITY.

3. Personnel and equipment routinely assigned to provide services under this Agreement shall be assigned to Battalion 9. The Battalion Chief of Battalion 9 will exercise day-to-day operational responsibility within the CITY.

4. On activation of the CITY's Emergency Operations Center (EOC), the individuals designated by the CITY Manager and the Division Chief shall be detailed to assist in EOC operations and release of local resources may occur only after their evaluation of local conditions.

V. LEASE OF APPARATUS: AUTHORITY hereby agrees to lease from CITY, and CITY hereby agrees to lease to OCFA, the following apparatus (the "specified apparatus"):

2005 CHEVROLET SUBURBAN	3GNCG26G65G201367	(#29500)
2005 CHEVROLET SUBURBAN	3GNCG26G95G201366	(#29501)
2005 ALF PUMPER	4Z3AAACG16RW36760	(#29502)
2005 EMERGENCY HAZ MAT	4P1CCL01H85A005559	(#29518)
2007 FT/LINER PUMPER	1AFAAACG47RY24686	(#29523)
2010 SPARTAN GLADIATOR	4S7AT2P90AC072519	(#29539)
2010 SPARTAN GLADIATOR	4S7AT2P97AC072520	(#29540)
1988 LTI LADDER TRUCK	1D91D51J3J1008938	(#57567)
1994 SPARTAN TRUCK	4S7ET9M08SC015521	(#58415)
1997 BME CUMS FIRE PUMP	4S7CT249XVC024890	(#58695)
1997 BME CUMS FIRE PUMP	4S7CT249XVC024891	(#58696)
2001 ALF/RESCUE SQUART	4Z3FAACG22RJ46943	(#59318)
2002 FT/LINER ALF/PUMP	4Z3AAACG92RK16576	(#59365)
2004 ALF 100' AERIAL	4Z3AAACK34RN46401	(#59520)
2004 ALF PUMPER	4Z3AAACGX5RU97758	(#59533)
2004 ALF AIR/LIGHT	1FVACYDC65HU29297	(#59534)
2007 CHEVROLET EX-PICK-UP	1GCCS19E878189701	(#59712)
2007 CHEVROLET EX-PICK-UP	1GCCS19EX78189831	(#59713)
2008 CHEVROLET COLORADO	1GCCS19E988170544	(#59799)
2008 CHEVROLET COLORADO	1GCCS19E488170919	(#59800)
2008 CHEVROLET COLORADO	1GCCS19EX881169936	(#59802)
2008 CHEVROLET TRAILBLAZER	1GNDS13S382215152	(#59820)
2005 FORD F650 MASS DECON UNIT	3FRNW65Z77V448965	(#29524)

1. The specified apparatus shall be delivered to the OCFA equipped as currently equipped by the CITY. OCFA will ensure that frontline emergency apparatus assigned within the CITY (including trucks, engines, and paramedic vans) will reflect the City of Santa Ana's seal, in addition to the OCFA's logo, along with wording to indicate that the apparatus is serving the City of Santa Ana.

2. For the specified apparatus, OCFA will lease from the CITY at no cost, the term of such lease shall commence concurrently with this Agreement, and the term of such lease shall terminate upon retirement of the apparatus from OCFA.

3. The specified apparatus shall be incorporated into the OCFA's established vehicle rotation and replacement programs (excluding the Mass Decon Unit), preventive maintenance programs, and will be enrolled in OCFA's vehicle insurance program.

4. Each fiscal year, commencing with fiscal year 2011/12, CITY shall pay to OCFA the CITY's share of the OCFA's vehicle replacement program. For fiscal year 2011/12, the annualized amount is \$475,056. The prorated monthly amount of \$39,588 is included in the costs of service set out in section VII below and is subject to annual increases.

5. For purposes of the vehicle replacement program, the following useful life assumptions apply:

Useful Life:

Suburban - 5 years or 120,000 miles  
Engine - 15 years or 120,000 miles  
Truck - 17 years or 120,000 miles  
Paramedic Van - 4 years or 120,000 miles

6. Upon the effective date of any termination, the value of the funds paid by the CITY as its share of the vehicle replacement program shall be returned to the CITY in an amount no greater than the funds paid by the CITY, less actual costs incurred by the OCFA for the repair, maintenance, or replacement of the specified apparatus. The value, if positive, will be returned to the City in the form of returned apparatus, a refund of payments, or a combination of both.

VI. LEASE OF FIRE STATIONS:

1. CITY shall lease to OCFA and OCFA shall lease from CITY the fire stations listed in Section III pursuant to the leases set out on Attachment C. This lease will have the same term as this Agreement and the rent will be one dollar (\$1) per year per station. Upon the effective date of any termination, OCFA's lease-interest in the CITY's fire stations will terminate and the fire station facilities will be returned to CITY.

2. CITY will also provide OCFA with a \$15,000 revolving maintenance expense account per fire station for appliance repair/replacement and other minor station repairs and improvements pursuant to the JPA Agreement. This amount is included in the costs of service set out in section VII below.

VII. COST FOR SERVICE: Except as otherwise provided in this Agreement, all provisions in the JPA Agreement regarding the calculation and payment of Service Charges shall apply. To the extent of any conflict between the JPA Agreement and this Agreement, the terms set forth in this Agreement shall control with regard to the CITY.

1. CITY shall pay to OCFA the sum of \$6,693,634 for Fire and Emergency Medical Services under this Agreement from April 20, 2012 until June 30, 2012. Payment shall be made as follows:

a.	by April 20, 2012-	\$1,100,422
b.	by May 1, 2012 -	\$2,796,606
c.	by June 1, 2012-	\$2,796,606

2. In a letter dated November 7, 2011 from the CITY Manager to the OCFA Fire Chief, the CITY requested a proposal from OCFA for the possible provision of Fire Protection and Emergency Medical Services. The amount paid by the CITY for the proposal (\$75,000) has been applied to reduce the April 20, 2012 payment above from \$1,175,422 to \$1,100,422.

3. Except as otherwise expressly provided in this Agreement, all sums due to AUTHORITY from CITY shall be paid at the beginning of each calendar month, in advance.

4. On or before September 30, 2012, CITY shall either (a) obtain a bond, in form and substance acceptable to OCFA in its sole and absolute discretion, from a bonding company or insurer acceptable to OCFA in its sole and absolute discretion, in the amount of one full monthly payment for services rendered



by OCFA under this Agreement (the "Bond"), or (b) establish an escrow account, naming OCFA as beneficiary and on terms and conditions acceptable to OCFA in its sole and absolute discretion, with an escrow agent acceptable to OCFA in its sole and absolute discretion and funded with cash in the amount of one full monthly payment for services rendered by OCFA under this Agreement (the "Escrow" and, collectively with the Bond, the "Security"). On or before July 1, 2013, and thereafter on or before July 1 of each succeeding year, CITY shall make payments sufficient to adjust the amount of the Security to equal the amount of one monthly payment for the final charges as established pursuant to Paragraph 5 of this Section VII, below.

The Security shall serve as security for CITY's obligations under this Agreement. In the event that CITY defaults in any of such obligations, without in any way limiting any of OCFA's other rights and remedies, OCFA shall be entitled to collect upon the Bond or draw upon the Escrow, as applicable, in partial compensation for such default and in accordance with the terms of the documentation governing such Security. In the event that OCFA collects upon the Bond or draws upon the Escrow, CITY shall have a period of thirty (30) days to establish new Security in the amount and as set forth in the preceding Paragraph. If CITY fails to do so, OCFA shall have the right to terminate this Agreement upon written notice to CITY.

On or after July 1, 2014, CITY may present information to the OCFA Board of Directors that the City's financial condition has improved such that the need for the Security has changed and that the requirement for the Security should be reduced, eliminated or modified as a result. The OCFA Board of Directors may, in its sole discretion, reduce, eliminate or otherwise modify the requirement of this Section VII. 4."

5. For each subsequent fiscal year covered by this Agreement, commencing with FY 2012/13, the Fire Chief shall notify the CITY Manager, in writing, of the estimated charges for providing the agreed services to CITY during the following fiscal year on or before March 1 of each year. Final charges for providing services to CITY during the following fiscal year will be provided, in writing, on or before May 1 of each year. CITY will pay such final charges, in monthly installments, at the beginning of each month, in advance.

6. The estimated costs and charges shall be determined pursuant to the JPA Agreement, including but not limited to Article IV, § 3B and Article VI of the JPA Agreement.

#### VIII. START-UP COSTS:

1. The parties agree that a sum, estimated not-to-exceed \$1,580,439 is owing to OCFA by CITY for start-up costs, as specified in this Agreement. Those start-up costs are as follows:

Communications/IT	\$843,727
Facilities	27,000
Personnel	220,764
Service Center	395,963
Fleet Services	92,985
<b>TOTAL</b>	<b>\$1,580,439</b>

2. OCFA agrees to amortize these one-time start-up costs over the first five years of this Agreement. OCFA will invoice CITY for the annual prorated amount of \$316,088 with the first monthly invoice for each fiscal year for five years, commencing with FY 2012/13. The OCFA will track all costs relating to the start-up as the work is performed and those funds in excess to the amount listed above will be adjusted and, if already collected from CITY, reimbursed to the CITY upon conclusion of the transition. In the event of termination of this Agreement for any reason, and upon the effective date of the termination, the CITY shall immediately pay the full balance then remaining for the start-up costs adjusted as set forth herein.



## IX. PERSONNEL:

1. OCFA will offer employment effective 8:00 a.m., April 20, 2012 to the personnel employed by the CITY's fire department on the effective date of this Agreement, under the terms and conditions specified in Attachment "B" to this Agreement. Such offers are contingent upon those personnel who meet the minimum physical and medical standards for their designated positions in the OCFA, as determined by a physical examination conducted prior to the effective date of the Agreement. After 8:00 a.m., April 20, 2012, CITY shall not be liable for the payment of any wages or other compensation to any officer, employee, or agent of OCFA performing any services under this Agreement. CITY shall not be liable to any officer, employee, or agent of OCFA for any sickness or injury incurred by such person in the course of performing services under this Agreement. OCFA shall be solely responsible for all personnel actions relating to OCFA employees utilized in the performance of this Agreement. Those personnel who fail to meet the standards in the period prescribed solely because of injury or illness will be offered employment on the first occasion on which they meet the standards, but in no event shall they be offered employment after April 20, 2013.

2. Transitioning employees participate in a defined contribution plan or "Retiree Health Savings Plan" and are eligible for reimbursement benefits upon retirement as defined by the plan.

## X. WORKER'S COMPENSATION:

To avoid the hazards, delays and risks of litigation, and to provide prompt and appropriate benefits to injured workers', the parties desire to establish a mechanism to determine their proportionate share of liability for all types of workers' compensation benefits which may become due to former employees of the Santa Ana fire department.

1. For any continuous trauma claim brought under the California Workers' Compensation law against OCFA by former employees of the CITY Fire Department, the Parties shall share liability in proportion to the period of time the former employee was employed by each agency. CITY agrees to indemnify and hold harmless OCFA for all workers' compensation and/or administrative costs incurred as a result of any such claim, of any nature or type whatsoever, to the extent of the proportion the period of time the former employee was employed by CITY bears to the total period of time the former employee was employed by both CITY and OCFA.

2. For any claim originally brought under the workers' compensation laws of California against CITY for which residual or ongoing benefits may be due, CITY shall indemnify and hold harmless OCFA for the cost of all such benefits, including any/all administrative costs, without reference to apportionment, and shall reimburse OCFA for the same to the extent paid by OCFA. Such indemnity, hold harmless, and reimbursement obligation shall specifically include, but is not limited to, costs of medical treatment, new and further disability, Labor Code section 4850 benefits, and any other benefits under the laws governing the California Workers' Compensation System.

3. For any specific injury claimed by former CITY Fire Department employees under the California Workers' Compensation laws, alleged to have occurred after the date of transfer of employment to OCFA, the OCFA shall bear the full cost of any workers' compensation benefit due, which is attributed solely and exclusively to such specific injury.

4. For any claim brought by former CITY fire Department employees arising under any presumption of injury arising out of the California Labor Code, regardless of the date such claim is filed, CITY shall indemnify and hold harmless OCFA for all workers' compensation benefits and/or administrative costs incurred, which may become due, based upon the proportionate respective percentage of employment as described in Section X.1. above.

5. The Parties expressly agree that the above indemnification and hold harmless obligations are contractual in nature and not based on any determination by the WCAB.

6. **ARBITRATION:** IN THE EVENT OF DISPUTES ARISING UNDER THIS SECTION X OF THE AGREEMENT, THE OCFA AND CITY AGREE SUCH DISPUTES SHALL BE DETERMINED EITHER BY

AGREEMENT OF THE PARTY, OR IF EITHER PARTY DETERMINES THE DISPUTE CANNOT BE RESOLVED BY AGREEMENT, THEN BY BINDING ARBITRATION BEFORE AN INDIVIDUAL ARBITRATOR WITH EXPERTISE IN WORKER'S COMPENSATION ISSUES. SUCH ARBITRATOR SHALL BE SELECTED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR FAILING THAT, BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICE (JAMS). THE COST OF THE ARBITRATION SHALL BE SHARED EQUALLY BY THE PARTIES.

**XI. INDEMNIFICATION:**

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

2. CITY shall defend, indemnify and hold harmless OCFA and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of CITY, its officers, employees or agents. This Section 11.2 shall apply whether or not the incident or occurrence occurred prior to or after the effective date.

3. The provisions of this Section XI shall survive termination or expiration of this Agreement.

4. For purposes of this Section XI, the Fire Chief shall be deemed to be an officer, employee, agent and representative of OCFA, and not of CITY.

**XII. TERM AND TERMINATION:**

1. This Agreement shall commence on the date first written above, provided the Agreement has been approved as required under the JPA Agreement and by the CITY Council. Delivery of services shall commence on April 20, 2012, or when this Agreement is approved, whichever is later. CITY may terminate this Agreement by giving written notice of withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of the twenty-year term of the JPA Agreement (e.g. for the first ten-year interval, notice must be given by July 1, 2018 to withdrawal by June 30, 2020). OCFA may terminate this Agreement upon written notice to CITY in the event of non-payment or other default of the terms required herein or in the JPA Agreement.

2. Upon termination or expiration of this Agreement or other cessation of CITY's membership in OCFA, CITY agrees to pay OCFA the amount of the unfunded pension liability that had accrued during the term of this Agreement for the number of OCFA employees serving the CITY. In the event of any dispute regarding the amount of the unfunded pension liability at that time, the parties agree that the amount shall be determined by an independent actuary selected either by mutual agreement of the parties, or failing that, by the actuary used by the Orange County Employees Retirement System (OCERS). The parties shall share any costs charged by the actuary for calculating such amount. The Parties shall agree to a payment schedule for such amount. If the parties are unable to agree upon a payment schedule, the amount shall be amortized so the CITY will pay down the full amount of the unfunded liability over a fifteen (15) year period assuming a rate of return assumed by OCERS as its return on its investments as of the date of termination. Payments pursuant to this Section shall be made by the CITY to OCFA. The provisions of this Section XII shall survive termination or expiration of this Agreement.

**XIII. ANNEXATIONS:** In the event of any CITY annexation of territory within the Structural Fire Fund, the level of Structural Fire Fund and redevelopment revenues existing at the time of the annexation shall continue to pass through to OCFA as compensation for the services provided pursuant to the JPA Agreement, unless otherwise agreed to by the parties hereto. As used herein, "level of Structural Fire Fund and redevelopment" shall mean the amount of such revenues existing at the time of annexation, adjusted by any diminution or growth in value occurring thereafter. It is the intent of the parties that CITY annexations not have an adverse financial effect on OCFA. Annexations that do not result in additional

OCFA service demand and, therefore require no additional OCFA resources, will not result in additional charges to CITY as a result of said annexation.

XIV. EFFECTIVE DATE AND TERM: The effective date of the Agreement shall be 8:00 a.m., April 20, 2012 and unless terminated in accordance with the provisions herein and in the JPA Agreement, this Agreement shall remain in force for the same duration as the JPA Agreement, and as the JPA Agreement may be amended from time to time.

XV. INDEPENDENT CONTRACTOR: CITY shall not be liable for the direct payment of any wages or other compensation of any officer, employee, or agent of OCFA performing any services under this Agreement. CITY shall not be liable to any officer, employee, or agent of OCFA for any sickness or injury incurred by such person in the course of performing services under this Agreement, except to the extent set forth in Section XI. OCFA shall be solely responsible for all personnel actions relating to OCFA employees utilized in the performance of this Agreement. The employees of OCFA shall not be deemed employees of CITY as a result of this Agreement, except as necessary pursuant to Penal Code Section 1463 et seq. for cities to obtain their statutory share of fire revenues.

XVI. MISCELLANEOUS PROVISIONS:

1. This agreement supersedes any prior agreements between OCFA and CITY. The CITY Manager and Fire Chief may enter into an MOU for operational issues.

2. This Agreement may be amended only in writing, in whole or in part, and signed by both parties. No waiver of any term or condition herein shall be a continuing waiver thereof.

3. This Agreement shall be interpreted in a manner complementary to the JPA Agreement, including the provisions which govern city member participation. In the event of an irreconcilable conflict between this Agreement and the JPA Agreement, this Agreement shall prevail.

CITY OF SANTA ANA

By:

  
City Mayor

Attest:

By:

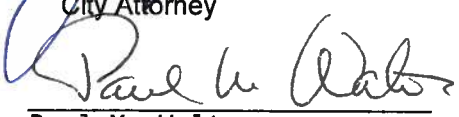
  
City Clerk

Approved as to Form:

By:

  
City Attorney

By:

  
Paul M. Walters,  
Interim City Manager

ORANGE COUNTY FIRE AUTHORITY

By:

  
Mark Tettemer, Chair

Attest:

By:

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

Approved as to Form:

By:

  
David Kendig, General Counsel

## **ATTACHMENT A**

### **SERVICE CRITERIA**

#### **SERVICE LEVEL**

##### **Management Committee**

The OCFA Fire Chief, executive management team, and management staff are committed to providing CITY with an effective and efficient level of service. The Division 6 Chief will be assigned to attend CITY Council and CITY management meetings requested by CITY Manager.

A battalion chief will have the day-to-day operational responsibility within the CITY of Santa Ana. CITY will become part of the Battalion 9.

Additionally, the OCFA management is committed to being responsive to CITY requests for participation in community activities and other such meetings and/or functions upon the request of the CITY manager or designated CITY staff.

The OCFA will provide personnel to the CITY's EOC in the event of activation and work with the CITY to provide training as mutually agreeable between the OCFA Fire Chief or his representative and the CITY Manager.

##### **Emergency Response**

#### **1. Response Performance**

OCFA will utilize the Board of Directors' adopted standards of cover for response performance. OCFA monitors all of the standards and reports on performance to the City Manager on a quarterly basis.

#### **2. Station Resources**

<b>Station #71</b> (Current Station #1) Medic Engine Medic Truck	<b>Station #72</b> (Current Station #2) Medic Engine	<b>Station #73</b> (Current Station #3) Medic Engine	<b>Station #74</b> (Current Station #4) Medic Engine Division Chief Battalion Chief
<b>Station #75</b> (Current Station #5) Medic Engine Medic Truck	<b>Station #76</b> (Current Station #6) Quint Truck PAU	<b>Station #77</b> (Current Station #7) Engine PAU Medic Van	<b>Station #78</b> (Current Station #8) Engine PAU Medic Van
<b>Station #79</b> (Current Station #9) Engine PAU	<b>Station #70</b> (Current Station #10) Engine PAU		

OCFA will provide minimum staffing for front line emergency units as outlined in the firefighter MOU.

The standard response for various types of calls will be as follows:

<b><u>Type of Call</u></b>	<b><u>Standard Response</u></b>
Small vehicle, fence, power pole, or trash fire	One engine company
Large vehicle, (trucks) or grass fire	Two engine companies and one battalion chief
All structural fires	Three engine companies, one truck company, one paramedic unit, and one battalion chief
Medical aid or rescue call	The closest engine or truck company and one paramedic unit (back-up paramedic service will handle as many as five separate simultaneous emergencies)
Traffic accident w/persons trapped	One engine company, one truck company, one paramedic unit, and one battalion chief
Hazardous materials incident	One engine, the hazardous materials unit, one truck company, one battalion chief, and additional units as required (i.e., additional engines, paramedics etc.)
Public service calls	Closest engine or truck company
Second and each additional alarm	Three engines, one truck company, one air utility unit, one additional battalion chief, and a division chief, and a Safety Officer
High rise response	Six engines, two trucks, two battalion chiefs, one division chief, one medic unit, one air utility unit, one safety officer, and one duty officer
Cover assignments	Any emergency of extended duration will result in an automatic move-up of equipment in accordance with the OCFA's move-up and cover plans

### **3. Move-up and Cover**

The move-up and cover program is designed to meet the response needs of the community by the movement of apparatus into critical areas based on the probability of emergency responses. Move-up and cover assignments shall occur in accordance with the OCFA's standard operating procedure.

### **4. Emergency Dispatch**

Authority will provide dispatchers who are trained in Emergency Medical Dispatch (EMD).

Authority will maintain Mobile Data Terminals within fire department emergency apparatus capable of utilizing the Authority's Computer Aided Dispatch (CAD).

Authority will maintain emergency service radio system that will have coverage of 99% of the CITY and have multiple channel capability for major incidents.

## **FIRE PREVENTION**

OCFA will provide education and prevention services as follows:

1. Analyze fire data to identify fire risks and target populations. Develop and implement programs to address them utilizing "best practices": education, engineering and/or enforcement.
2. Provide annual fire prevention inspections for identified occupancies.

Provide fire protection and engineering consultation services to the CITY planning staff and commissions for tentative tract, parcel maps, and other land use proposals which may require fire department input, including fire department plan check and engineering review of specific risks (industrial, commercial, institutional, and applicable single and multi-family dwellings) for conformance with fire code requirements and state fire and life safety regulations, upon specific request.

## **INCIDENT INVESTIGATION**

OCFA shall provide origin and cause investigative services on identified incident types reported to the fire department within the CITY. OCFA Fire Investigation Section shall be assigned to determine the cause of every major fire, fire fatality, or significant dollar loss.

## **PUBLIC INFORMATION/EDUCATION**

OCFA will provide fire prevention and safety education programs to targeted schools, businesses, community associations, child-care providers, and other members of the community and will respond to information requests from the community. Community safety and education programs shall be provided, after consultation with the CITY manager, to educate targeted residents and businesses in order to help preserve life and property.

## **HAZARDOUS MATERIALS RESPONSE**

The OCFA will provide hazardous materials response service to the CITY. The OCFA does not provide hazardous materials cleanup, removal, or disposal. The OCFA maintains a hazardous materials response capability, meeting the state standards for a Type I hazardous materials response team.

## **EMERGENCY MEDICAL RESPONSE**

OCFA will provide emergency medical response services within the CITY. Ambulance service will be supervised by the OCFA. CITY will retain all revenues collected from existing paramedic subscription and ambulance transport program for medical responses within the CITY. The CITY will be responsible for the cost of the Ambulance Program.

## **AUTOMATIC AID / MUTUAL AID**

OCFA will, immediately upon execution of this Agreement, commence negotiations for automatic aid agreements with those fire agencies that currently have automatic aid agreements with the CITY.

## **GRANT ADMINISTRATION**

The OCFA will provide Grant Administration services for the City for grants relating to the provision of Fire and Emergency Medical Services. OCFA's Grant Administration services include the grant application process, approval process, and expenditure-management process, as well as ensuring compliance with reporting requirements.

## **RESOURCE PLACEMENT ANALYSIS**

Based on service level need, the CITY and OCFA will evaluate and determine the service need for the following:

1. **One CITY-funded Divisional Administrative Captain Option:** This position is not currently included in the cost of service to the CITY; however, OCFA can add the position to the CITY's monthly invoice at the CITY's direction and agreement to fund the cost of the position.
2. **CITY-funded Over-the-Counter Plan Check Services Option:** This Over-the-Counter Plan Check option is not currently included in the cost of service to the CITY; however, OCFA can provide this optional service to CITY upon request. Upon City's direction and agreement, the optional service cost will be added to CITY's monthly invoice, based on the hours of dedicated over-the-counter services requested by CITY to maintain current service levels, billed at the hourly rate to backfill for OCFA's personnel.

The position would provide the current level of service for over-the-counter plan review and project coordination located at the City's Planning and Building Agency. The position would accommodate over-the-counter plan review, complete limited plan submittals, attend development review meetings as prescribed by agenda, and other business related to fire prevention for the City of Santa Ana or OCFA. Upon future resource review, the position may transition to physically work at OCFA headquarters.

3. **Response Performance for Configuration of Response Units:** Following a two-year period, OCFA and the CITY will evaluate the response performance for the current configuration of response units in the CITY (excluding ambulance service, which may be reviewed sooner) and discuss the results of the analysis, including any recommendations from either party for modifications that are warranted. Resource modifications may be available with additional new partnering cities.

## **ATTACHMENT B**

### **TRANSITION OF PERSONNEL**

#### **SWORN PERSONNEL**

The following CITY Fire Department safety employees shall be offered employment by the OCFA at the rank and salary stated below:

<b><u>Name</u></b>	<b><u>Rank or Position</u></b>	<b><u>Salary Step</u></b>
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See Exhibit 1 for the detailed list of names, rank or position, and salary step for Sworn Personnel.

(Persons who accept employment with the OCFA pursuant to this offer are hereafter referred to as "transitioning employees".)

CITY will furnish to OCFA, prior to the effective date of this Agreement, the date of hire and the length of continuous service for each employee listed above. The CITY warrants the accuracy of such data and will defend and hold harmless OCFA in any proceeding based on the alleged inaccuracy of such data.

In accordance with the applicable MOU, transitioning personnel assigned by the OCFA to hazardous materials, ARFF, USAR Logistics, Staff Assignment, EMT, or paramedic assignments will be paid specialty pay. Spanish Language Pay for personnel qualified to receive such pay, and assigned to a position within the CITY, will be provided in the amount of \$135 per month (in lieu of the compensation provided under the Bilingual Pay section in the MOU). Those speaking other languages and otherwise qualifying for bilingual pay will receive the compensation provided under the Bilingual Pay section of the MOU. All sworn transitioning personnel who currently receive bilingual pay (as certified by the CITY) will be granted grandfathered status, with no new testing requirement, for purposes of receiving either OCFA's Spanish Language Pay or OCFA's Bilingual Pay as defined by OCFA's MOU.

Bilingual pay for non CITY assigned personnel will be based on the applicable MOU. Education incentive pay is also available by application. Transitioning personnel assigned to positions requiring special training will receive such training.

Transitioning employees will be considered to have passed their probation period with the OCFA, except for the following:

1. Any employee who has not completed probation with the CITY.
2. Any employee who has been suspended within the last one (1) year.

If an employee meets any of the above exceptions, the employee may, at the discretion of the OCFA Human Resources Director, be required to serve a new probation period of fifty-two continuous weeks from the date they are first employed by OCFA, ending with the first day of the pay period following completion of said period as defined by the applicable MOU. At the sole discretion of the OCFA Human Resources Director, the new probation period required hereunder may be reduced, but under no circumstances shall the probation period be reduced to less than six (6) months.

The CITY certifies that from April 20, 2011 through April 20, 2012 no CITY employee who is to transition to employment with the OCFA pursuant to Agreement between the CITY and OCFA has been issued a Notice of Intent to Suspend.

Notwithstanding anything to the contrary, it is agreed the OCFA will not accept for employment those CITY employees who have been dismissed from service, regardless of the outcome of pending litigation. Said employees, if applicable, will remain employees of CITY.



Except as modified herein, continuous employment with CITY shall be considered the same as continuous employment with the OCFA for all transitioning employees only for the purposes of meeting minimum requirements for promotional opportunities and the accrual of vacation and sick leave. Transitioning employees shall accrue vacation and sick leave at the rates designated in the applicable MOU.

Additionally, for the 144 most senior safety (suppression) transitioning employees, created by this agreement, continuous employment with CITY shall be considered continuous employment with OCFA for the purposes of layoff seniority and bid assignment seniority preference. When one of these 144 employees leaves employment with the OCFA, the additional seniority credit specified in this paragraph for CITY employment shall be applied to the transitioned safety (suppression) employee who had the longest continuous service with CITY but who had not previously received such credit under the terms of this paragraph.

For purposes not specified herein, the seniority of transitioning employees shall be based on the date of transition.

Except as specifically provided in this agreement, all employees shall be considered new hires for all purposes under the MOU.

All transitioning employees will participate in a defined contribution plan or "Retiree Health Savings Plan" and are eligible for reimbursement benefits upon retirement as defined by the plan.

OCFA will supply new uniforms and necessary additional safety clothing to transitioning personnel. The cost of such uniforms and clothing has been included as part of the start-up costs to be paid by CITY.

CITY safety clothing in the possession of transitioning employees on the effective date of this Agreement shall become the property of the OCFA at no cost.

Transitioning employees will be accorded reciprocity in the Orange County Employees Retirement System to the extent they are entitled to such reciprocity by the County Employees Retirement Act of 1937.

The CITY certifies that the listing of service hours provided by the CITY for employees transitioning to employment with the OCFA is a true and accurate computation of service hours for each transition employee during his or her employment with the CITY. These service hours reflect 2080 service hours for each year of service with the CITY, plus a prorated number of hours for any partial year of service with the CITY through March 31, 2012, less a prorated number of hours for any time off without pay for either an unpaid leave of absence or an unpaid suspension. In the event of any conflict regarding the computation of service hours after the date of transition, provided the transition employee(s) release a review of their Santa Ana record, the CITY will make available any records necessary to resolve the complaint. If the transition employee(s) does not release their CITY record for review the CITY will research their records and assist the OCFA in resolution of the conflict.

#### **NON SWORN PERSONNEL**

The following CITY Fire Department non-safety employees shall be offered employment by the OCFA at the position and salary step stated below:

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Salary Step</u></b>
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See Exhibit 2 for the detailed list of names, positions, and salary step for Non Sworn Personnel.

Employees who accept a non-safety position with the OCFA will be considered "new hires" and will serve a probationary period. All non-safety employees will follow the OCEA General/Supervisory Unit MOU. Bilingual pay and education incentive pay is available based on application.

## **ATTACHMENT B - EXHIBIT 1**

The following CITY Fire Department safety employees shall be offered employment by the OCFA at the rank and salary stated below:

### **SWORN PERSONNEL (TOTAL COUNT = 187)**

#### **Sworn Positions – Created by Contract (Count = 151)**

<b><u>Name</u></b>	<b><u>Rank or Position</u></b>	<b><u>Salary Step</u></b>
1. Dave Thomas	Division Chief	TBD
1. Jim Henery	Battalion Chief	TBD
2. Tony Espinoza	Battalion Chief	TBD
3. Randy Black	Battalion Chief	TBD
1. Cupples, Milton	Fire Captain	TBD
2. Soria, Roberto	Fire Captain	TBD
3. Overn, Tom	Fire Captain	TBD
4. Chedister, John	Fire Captain	TBD
5. Rivas, Thomas	Fire Captain	TBD
6. Ogren, Andrew	Fire Captain	TBD
7. Lee, Russell	Fire Captain	TBD
8. Eide, Mark	Fire Captain	TBD
9. Snyder, Steve	Fire Captain	TBD
10. Underwood, Lawrence	Fire Captain	TBD
11. Petz, Mark	Fire Captain	TBD
12. Wilmovsky, Craig	Fire Captain	TBD
13. Lopez-Hidalgo, Arthur	Fire Captain	TBD
14. Moreno, Stephen	Fire Captain	TBD
15. Horner, Stephen	Fire Captain	TBD
16. Johnson, Dean	Fire Captain	TBD
17. Trenholm, Christopher	Fire Captain	TBD
18. Caswell, Christian	Fire Captain	TBD
19. Moorhouse, Danny	Fire Captain	TBD
20. Gonzales, Benito	Fire Captain	TBD
21. Tarbutton, Kenneth	Fire Captain	TBD
22. McDermott, Mark	Fire Captain	TBD
23. Grant, Kirk	Fire Captain	TBD
24. Atencio, Dennis	Fire Captain	TBD
25. Lackey, William	Fire Captain	TBD
26. Mathews, Brian	Fire Captain	TBD
27. Flores, Mark	Fire Captain	TBD
28. Phoenix, Brad-Allen	Fire Captain	TBD
29. Marquez, Grady	Fire Captain	TBD
30. McClelland, Tracy	Fire Captain	TBD
31. Parks, Daryl	Fire Captain	TBD
32. Salerno, Anthony	Fire Captain	TBD
33. Chumacero, Juan	Fire Captain	TBD
34. Rosselle, Pedro	Fire Captain	TBD
35. Mathers, John	Fire Captain	TBD
36. Viar, David	Fire Captain	TBD
37. Muir, Jon	Fire Captain	TBD
38. Anderson, Bret	Fire Captain	TBD
39. Rene Paquin	Fire Captain	TBD (optional enhancement)

1. Amende, Gerald	Fire Apparatus Engineer	TBD
2. Timoti, John	Fire Apparatus Engineer	TBD
3. McHugh, Patrick	Fire Apparatus Engineer	TBD
4. Franco, Jose	Fire Apparatus Engineer	TBD
5. Adame, Victor	Fire Apparatus Engineer	TBD
6. Estrada, Augustine	Fire Apparatus Engineer	TBD
7. Lopez, David	Fire Apparatus Engineer	TBD
8. Suarez, Antonio	Fire Apparatus Engineer	TBD
9. Belles, John	Fire Apparatus Engineer	TBD
10. Lacy, Robert	Fire Apparatus Engineer	TBD
11. Hay, Brian	Fire Apparatus Engineer	TBD
12. Manning, John	Fire Apparatus Engineer	TBD
13. Avina, Sergio	Fire Apparatus Engineer	TBD
14. Barnard, Robert	Fire Apparatus Engineer	TBD
15. Townley, Thomas	Fire Apparatus Engineer	TBD
16. Edelman, Lenny	Fire Apparatus Engineer	TBD
17. Rubio, Christopher	Fire Apparatus Engineer	TBD
18. Castillo, Aaron	Fire Apparatus Engineer	TBD
19. Fernandez, Luis	Fire Apparatus Engineer	TBD
20. Tivenan, Michael	Fire Apparatus Engineer	TBD
21. Medrano, Eddie	Fire Apparatus Engineer	TBD
22. Poissant, Timothy	Fire Apparatus Engineer	TBD
23. Hall, Albert	Fire Apparatus Engineer	TBD
24. Grindle, Guy	Fire Apparatus Engineer	TBD
25. Luis, Alfonso	Fire Apparatus Engineer	TBD
26. Gammon, John	Fire Apparatus Engineer	TBD
27. Aguilar, Richard	Fire Apparatus Engineer	TBD
28. Gonzalez, Joseph	Fire Apparatus Engineer	TBD
29. Pearson, Dennis	Fire Apparatus Engineer	TBD
30. Biering, Derek	Fire Apparatus Engineer	TBD
31. Johannessen, Oddsverr	Fire Apparatus Engineer	TBD
32. Berger, Matthew	Fire Apparatus Engineer	TBD
33. Granieri, Christopher	Fire Apparatus Engineer	TBD
34. Parmenter, Wayne	Fire Apparatus Engineer	TBD
35. Heredia, Joseph	Fire Apparatus Engineer	TBD
36. Gross, Michael	Fire Apparatus Engineer	TBD

1. Mahaffey, Herbert	Firefighter	TBD
2. Castro, Ronald	Firefighter	TBD
3. Morgan, Jeffrey	Firefighter	TBD
4. Leftige, Ronald	Firefighter	TBD
5. Garcia, Russell	Firefighter	TBD
6. Castro, Fernando	Firefighter	TBD
7. Mosqueda, Edward	Firefighter	TBD
8. Forrester, David	Firefighter	TBD
9. Fernberg, Mark	Firefighter	TBD
10. Melton, James	Firefighter	TBD
11. Ybarra, James	Firefighter	TBD
12. Dasher, Albert	Firefighter	TBD
13. Sahm, John	Firefighter	TBD
14. Casson, Nicholas	Firefighter	TBD
15. Alba, Michael	Firefighter	TBD
16. Garcia, Jose	Firefighter	TBD
17. Marinello, Dennis	Firefighter	TBD
18. Spitler, Richard	Firefighter	TBD
19. Kron, Kevin	Firefighter	TBD

20. Bento, Jay	Firefighter	TBD
21. Robertson, James	Firefighter	TBD
22. Dolin, Glenn	Firefighter	TBD
23. Ciraulo, Christopher	Firefighter	TBD
24. Richardson, Robert	Firefighter	TBD
25. Solomon, Steven	Firefighter	TBD
26. Hopp, Brian	Firefighter	TBD
27. Van, Alexander	Firefighter	TBD
28. Larsen, James	Firefighter	TBD
29. Trattner, Harry	Firefighter	TBD
30. Roelle, Christopher	Firefighter	TBD
31. Castro, John	Firefighter	TBD
32. Lanzner, Lewis	Firefighter	TBD
33. Leos, Joseph	Firefighter	TBD
34. Bodo, John	Firefighter	TBD
35. Carrera, Robert	Firefighter	TBD
36. Sterling, William	Firefighter	TBD
37. Huerta, Carlos	Firefighter	TBD
38. Hencke, William	Firefighter	TBD
39. Ochoa, Francisco	Firefighter	TBD
40. Novak, Michael	Firefighter	TBD
41. Urzua, Christian	Firefighter	TBD
42. Cloughen, John	Firefighter	TBD
43. Lara, Ronald	Firefighter	TBD
44. Critchfield, Michael	Firefighter	TBD
45. Little, Brian	Firefighter	TBD
46. Summers, Michael	Firefighter	TBD
47. Monreal, Manuel	Firefighter	TBD
48. Castro, James	Firefighter	TBD
49. Vargas, Jorge	Firefighter	TBD
50. Defries, Trent	Firefighter	TBD
51. Arnone, Anthony	Firefighter	TBD
52. Rossman, Cameron	Firefighter	TBD
53. Muro, Netzher	Firefighter	TBD
54. Sandford, Richart	Firefighter	TBD
55. Gonzales, Angel	Firefighter	TBD
56. Medina, Octavio	Firefighter	TBD
57. Humphrey, Ryan	Firefighter	TBD
58. Acosta, Candice	Firefighter	TBD
59. Clevenger, Donald	Firefighter	TBD
60. Teed, Chris	Firefighter	TBD
61. Baptista, Joshua	Firefighter	TBD
62. Saldana, Dion	Firefighter	TBD
63. Taylor, Ryan	Firefighter	TBD
64. Robles, Jorge	Firefighter	TBD
65. Sandlin, Brian	Firefighter	TBD
66. Hernandez, Pariet	Firefighter	TBD
67. Medina, Levi	Firefighter	TBD
68. Soria, Gaspar	Firefighter	TBD
69. Monville, Sean	Firefighter	TBD
70. Chamberlain, Brian	Firefighter	TBD
71. Evans, Taylor	Firefighter	TBD
72. Gomez, Gabriel	Firefighter	TBD

**Sworn Positions - Excess Transitioning Personnel (Count = 36)**

<b>Name</b>	<b>Rank or Position</b>	<b>Salary Step</b>
1. Ortiz, Pedro	Firefighter	TBD
2. Smith, Robert	Firefighter	TBD
3. Fairchild, Jason	Firefighter	TBD
4. Woods, Brian	Firefighter	TBD
5. White, Eric	Firefighter	TBD
6. Mayo, Brad	Firefighter	TBD
7. Maresh, Matthew	Firefighter	TBD
8. Bear, Bryan	Firefighter	TBD
9. De Leon, Michael	Firefighter	TBD
10. Nguyen, Thone	Firefighter	TBD
11. Lopez, John	Firefighter	TBD
12. Vazquez, Andres	Firefighter	TBD
13. Carletta, Lewis	Firefighter	TBD
14. Espinoza, Victor	Firefighter	TBD
15. Miranda, Erik	Firefighter	TBD
16. Titel, Daniel	Firefighter	TBD
17. Poli, Ethan	Firefighter	TBD
18. Roel, Erick	Firefighter	TBD
19. Raygoza, Salvador	Firefighter	TBD
20. Hansink, Joshua	Firefighter	TBD
21. Maldonado, Miguel	Firefighter	TBD
22. Keating, Kenneth	Firefighter	TBD
23. Aguirre, Jose	Firefighter	TBD
24. Park, Jae	Firefighter	TBD
25. Moyer, Tyler	Firefighter	TBD
26. Ruelas, Enrique	Firefighter	TBD
27. Vu, Khoa (Tony)	Firefighter	TBD
28. Ruiz, George	Firefighter	TBD
29. Jimenez, Rodrigo	Firefighter	TBD
30. Laura, Rommel	Firefighter	TBD
31. Lopez, Jorge	Firefighter	TBD
32. Martinez, Obet	Firefighter	TBD
33. Carrasco, Matthew	Firefighter	TBD
34. Sarabia, Rodolfo	Firefighter	TBD
35. Osorio, Juan Carlos	Firefighter	TBD
36. Pahissa Jonathan	Firefighter	TBD
37. vacant	Firefighter	n/a
38. vacant	Firefighter	n/a
39. vacant	Firefighter	n/a
40. vacant	Firefighter	n/a
41. vacant	Firefighter	n/a

\* n/a

Firefighter

n/a \*

\*(position to be populated if the optional Admin Division Captain is not utilized by the City)

## **ATTACHMENT B - EXHIBIT 2**

The following CITY Fire Department non-safety employees shall be offered employment by the OCFA at the position and salary step stated below:

### **NON SWORN PERSONNEL (TOTAL COUNT = 15)**

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Salary Step</u></b>
1. Smith, Lori	Assistant Fire Marshal	TBD
2. <i>Note*</i>	Fire Prevention Analyst	TBD
3. <i>Note*</i>	Senior Fire Prevention Specialist	TBD
4. Livingston, James	Senior Fire Prevention Specialist	TBD
5. Feierabend, Karl	Senior Fire Prevention Specialist	TBD
6. Thompson, Kristen	Senior Fire Prevention Specialist	TBD
7. Talon, Jennifer	Office Services Specialist	TBD
8. Mendoza-Gonzalez, Rosalinda	Administrative Assistant	TBD
9. Cooper, Dawna	Nurse Educator	TBD
10. Laser, Amanda	Fire Communications Dispatcher	TBD
11. Barrett, Georgina	Fire Communications Dispatcher	TBD
12. Doval, Emilio	Fire Communications Dispatcher	TBD
13. Hall, Laura	Fire Communications Dispatcher	TBD
14. Evangelista, Sarah	Fire Communications Dispatcher	TBD
15. Romero, Grace	Fire Communications Dispatcher	TBD

**Note\*:**

*These positions will be filled by Karl Ellman and Eric Evans; however, it is not yet known which employee will be offered the Fire Prevention Analyst position and which will be offered the Senior Fire Prevention Specialist position. This determination will be made following interviews by OCFA with both employees.*

## **SANTA ANA**

### **FIRE SERVICES AND EMERGENCY MEDICAL SERVICES AGREEMENT**

#### **Addendum to Attachment B Leave Agreement**

##### **Transitioning Personnel from Santa Ana Fire Management Association**

Upon transition, the City of Santa Ana (CITY) will establish a leave bank for each transitioning employee who transitioned from a Fire Management Association position at the CITY. These leave bank hours are based on shift schedules, and therefore will be converted to staff hours, as appropriate, depending on the transitioning employee's assigned position.

OCFA recognizes that each employee's leave bank was derived from a combination of accrued holiday leave, vacation leave, compensatory time off, and sick leave while employed by CITY; however, upon transition, the leave balances will be treated by OCFA as General Leave, and no longer tracked based on the individual categories listed above.

General Leave banks transferred from CITY will be tracked separately from new OCFA leave time accrued by the transitioning employees under the applicable MOU, and will be used as a supplement to OCFA accrued vacation and sick leave. Transitioning employees will be required to exhaust the balance of their respective OCFA accrued leave banks before using the General Leave transferred from CITY. Use of all leave time, whether General Leave or OCFA accrued leave, must comply with OCFA's applicable MOU; however, General Leave banks are not eligible to be cashed-out by OCFA in lieu of using said time.

The General Leave balance in each employee's leave bank will be available for use by transitioning employees, as described above, up until and including April 13, 2017. OCFA will pay amounts due to transitioning employees who use time from the CITY's General Leave bank, and CITY will repay such amounts to OCFA, as invoiced on a quarterly basis.

Any amounts remaining in the transitioning employees' General Leave banks effective April 14, 2017 (or such earlier date if the transitioning employee separates from OCFA) will no longer be available for use by transitioning employees. OCFA will provide a report to CITY within 30 days after April 14, 2017 (or within 30 days following separation) detailing the hours remaining in each employee's bank.

##### **Transitioning Personnel from Santa Ana Fire Benevolent Association with More than Ten (10) Years of City Service**

Upon transition, the City of Santa Ana (CITY) will establish a leave bank for each transitioning employee who transitioned from a Fire Benevolent Association position at the CITY with more than ten (10) years of CITY service. Leave bank hours for sworn personnel are based on shift schedules, and therefore will be converted to staff hours, as appropriate, depending on the transitioning employee's assigned position.

OCFA recognizes that each employee's leave bank was derived from a combination of accrued holiday leave, vacation leave, compensatory time off, and sick leave while employed by CITY; however, upon transition, the leave balances will be treated by OCFA as General Leave, and no longer tracked based on the individual categories listed above.

General Leave banks transferred from CITY will be tracked separately from new OCFA leave time accrued by the transitioning employees under the applicable MOU, and will be used as a supplement to OCFA accrued vacation and sick leave. Transitioning employees will be required to exhaust the balance

of their respective OCFA accrued leave bank before using the General Leave transferred from CITY. Use of all leave time, whether General Leave or OCFA accrued leave, must comply with OCFA's applicable MOU; however, General Leave banks are not eligible to be cashed-out by OCFA in lieu of using said time.

The General Leave balance in each employee's leave bank will be available for use by transitioning employees, as described above, up until and including April 13, 2017. OCFA will pay amounts due to transitioning employees who use time from the CITY's General Leave bank, and CITY will repay such amounts to OCFA, as invoiced on a quarterly basis.

Any amounts remaining in the transitioning employees' General Leave banks effective April 14, 2017 (or such earlier date if the transitioning employee separates from OCFA) will no longer be available for use by transitioning employees. OCFA will provide a report to CITY within 30 days after April 14, 2017 (or within 30 days following separation) detailing the hours remaining in each employee's bank.

**Transitioning Personnel from Santa Ana Fire Benevolent Association with Less than Ten (10) Years of City Service**

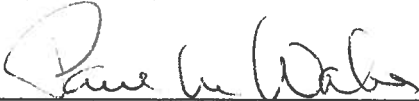
Upon transition, the City of Santa Ana (CITY) will establish a Sick Leave bank of 48 hours for each transitioning employee who transitioned from a Fire Benevolent Association position at the CITY with less than ten (10) years of CITY service.

Sick Leave banks transferred from CITY will be tracked separately from new OCFA sick leave accrued by the transitioning employees under the applicable MOU, and will be used as a supplement to OCFA accrued sick leave. Transitioning employees will be required first to use their OCFA accrued sick leave, before using the sick leave transferred from CITY. Transferred sick leave may only be used for non-occupational illness or injury for which the employee has no OCFA accrued sick leave balance available, and may not be cashed out by OCFA.

The Sick Leave balance in each employee's bank will be available for use by transitioning employees, as described above, up until and including April 16, 2015. OCFA will pay amounts due to transitioning employees who use time from the CITY's Sick Leave bank, and CITY will repay such amounts to OCFA, as invoiced on a quarterly basis.

Any amounts remaining in the transitioning employees' Sick Leave banks effective April 17, 2015 (or such earlier date if the transitioning employee separates from OCFA) will be forfeited and no longer available for use by transitioning employees.

CITY OF SANTA ANA

By:   
Interim City Manager, Paul M. Walters

Date: 3-5-12

ORANGE COUNTY FIRE AUTHORITY

By:   
Fire Chief, Keith Richter

Date: 03/05/12



**STANTON**  
**FIRE SERVICES AND EMERGENCY MEDICAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this 27<sup>th</sup> day of JULY, 2000, by and between the ORANGE COUNTY FIRE AUTHORITY, a Joint Powers Agency (hereinafter called the "OCFA") and the CITY OF STANTON, a municipal corporation and General Law City in the COUNTY OF ORANGE, (hereafter referred to as "City".)

**RECITALS**

- A. City is located wholly within the County of Orange.
- B. City is legally obligated to provide fire protection services within its boundaries.
- C. OCFA is the successor entity to the County of Orange Fire Department and City has chosen to be a member of and contract with the OCFA for the provision of fire protection services within City's boundaries.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Definitions. As used herein, the following terms shall have the following meaning:

(a) "Amended Joint Powers Agreement" shall mean that document on file with the Clerk of the Board of Directors of the Orange County Fire Authority entitled "Amended Orange County Fire Authority Joint Powers Agreement" with signature pages executed by the Chairman of the Orange County Board of Supervisors and the respective Mayors and/or City Managers of the following cities: Buena Park, Cypress, Dana Point, Irvine, Laguna Hills, Laguna Niguel, Lake Forest, La Palma, Los Alamitos, Mission Viejo, Placentia, San Clemente, San Juan Capistrano, Seal Beach, Stanton, Tustin, Villa Park, Westminster and Yorba Linda.

(b) "City Manager" shall mean the chief administrative and/or executive officer of the City, appointed by the City Council.

2. Membership. City shall be a member of OCFA and shall be subject to all the provisions, conditions, benefits, obligations and liabilities set forth in the "Amended Orange County Fire Authority Joint Powers Agreement" ("Amended Joint Powers Agreement"), as that Agreement may be further amended from time to time, unless otherwise provided herein.

3. Service Provided.

(a) OCFA shall provide to City fire suppression, fire prevention, fire investigation, emergency medical, rescue and related services, hazardous materials response, hazardous materials disclosure, and community safety and education Services (collectively "fire services"). Services provided exclude weed abatement services.

(b) The level of service provided shall be the same as the general level of similar services provided by OCFA elsewhere within its boundaries. Any changes to such levels and method of service shall be determined by the Board of Directors and administered by the Fire Chief, who shall have direct control and supervision over the services provided pursuant to this Agreement, and who is hereby designated as the City Fire Chief and Fire Marshal.

(c) Engines and Truck Companies located within or assigned to the City are set forth in Attachment A and shall be the same as existed on the effective date of this Agreement. Prior to making any changes to assigned Engines or Truck Companies, the Fire Chief shall meet and confer with the City Manager. Any changes in Engine or Truck Company assignments shall be set forth in a written Memorandum of Understanding ("MOU") between the Fire Chief and the City Manager. In the event of failure to reach agreement with the Fire Chief, the City shall have the right to appeal to OCFA's Board of Directors.

(d) Subsection (b) above shall not restrict the Board of Directors from approving OCFA related service enhancements from the structural fire fund Entitlement Fund.

(e) Upon request, City shall adopt the following ordinances and resolutions in a form and with the content as determined by the Fire Chief: (1) ambulance transport, (2) fire prevention and hazardous materials disclosure fees, and (3) the hazardous materials joint powers authority. Prior to amending such ordinances or resolutions, City shall meet and confer with the Fire Chief.

(f) In the provision of fire services, OCFA hereby is authorized to and may enforce applicable City codes and ordinances and collect any fees determined by City (as well as by OCFA) as well as file any claims or actions for emergency response and hazardous materials clean-up.

(g) The Division Chief assigned to the City, or his or her designee, shall attend City Council meetings, commission meetings and City staff meetings when requested by the City Manager and shall provide the City with any and all reports or documents pertaining to the City upon reasonable request by the City Manager.

4. Payment.

(a) In consideration of the provision of fire services, City shall pay to OCFA such amounts determined by the terms of Article IV and Article VI of the Amended Joint Powers Agreement. Notice of estimated charges shall be mailed to City by March first of each year and notice of final charges shall be mailed to City by June first of each year.

(b) City shall participate in OCFA's vehicle rotation, replacement, and preventative maintenance programs, subject to the cap on annual adjustments set forth in Article IV. of the Amended Joint Powers Agreement.

(c) Upon City withdrawal from OCFA, funds paid by the City as its share of the vehicle replacement/depreciation program shall be refunded to the City less the actual costs incurred by OCFA for the purchase, repair, maintenance, or replacement of the apparatus included in the vehicle replacement/depreciation program.

5. Annexations. In the event of any City annexation of territory within the Structural Fire Fund, the level of Structural Fire Fund and redevelopment revenues existing at the time of the annexation shall continue to pass through to OCFA as compensation for the services provided pursuant to the Amended Joint Powers Agreement, unless otherwise agreed to by the parties hereto. As used herein, "level of Structural Fire Fund and redevelopment" shall mean the amount of such revenues existing at the time of annexation, adjusted by any diminution or growth in value occurring thereafter. It is the intent of the parties that City annexations not have an adverse financial effect on OCFA. Annexations that do not result in additional OCFA service demand and, therefore require no additional OCFA resources, will not result in additional charges to City as a result of said annexation.

6. Indemnification.

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

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

(c) The provisions of this section 6 shall survive termination or expiration of this Agreement.

(d) For purposes of this section 6, the Fire Chief shall be deemed to be an officer, employee, agent and representative of OCFA, and not of City.

7. Incident Management. City shall provide any and all support necessary to ensure overall effective scene management on hazardous or toxic material spill incidents including, but not limited to, the following:

- Coordination of crowd and traffic control
- Police liaison to OCFA incident commander
- Coordination of City Public Works personnel responses
- Coordination of responses by approved professional toxic materials recovery firms under contract to City
- The provision of on-scene technical advice through the services of the City Hazardous Materials Program Advisor
- Evacuate the area recommended by OCFA

8. Independent Contractor. City shall not be liable for the direct payment of any wages or other compensation of any officer, employee, or agent of OCFA performing any services under this Agreement. City shall not be liable to any officer, employee, or agent of OCFA for any sickness or injury incurred by such person in the course of performing services under this Agreement, except to the extent set forth in section 6. OCFA shall be solely responsible for all personnel actions relating to OCFA employees utilized in the performance of this Agreement. The employees of OCFA shall not be deemed employees of City as a result of this Agreement, except as necessary pursuant to Penal Code Section 1463 *et seq.* for cities to obtain their statutory share of fire revenues.

9. Term and Termination. The term of this Agreement shall be July 1, 2000 through and including June 30, 2010. Subsequent terms shall be as provided in Article VII of the Amended Joint Powers Agreement. Adoption of this Agreement by City by July 1, 2000 shall constitute City's consent to said 10 year term, within the meaning of Article VII of the Amended Joint Powers Agreement. This Agreement may be terminated in accordance with the provisions of the Amended Joint Powers Agreement.

10. Miscellaneous.

(a) This Agreement shall be interpreted in a manner complementary to the Amended Joint Powers Agreement, in its current form or as that Agreement may be further amended from time to time. Save and except for section 6 herein, in the event of any conflict, the Amended Joint Powers Agreement, in its current form or as it may be further amended, shall govern.

(b) This Agreement may be amended only in writing by both Parties.

(c) No waiver of any term or condition shall be a continuing waiver thereof, except by written agreement of the Parties.

(d) In the event the State of California assumes financial responsibility for State Responsibility Areas within City boundaries, OCFA shall be entitled to receive any and all State funds provided therefor.

11. Lease of Fire Station. City-owned property located at 7871 Pacific St. shall be leased to OCFA pursuant to the leases attached and incorporated as Attachment B. Notwithstanding any provisions of said leases to the contrary, OCFA shall pay one dollar per year for each fire station, pursuant to Article IV of the Amended Joint Powers Agreement, and the term of all such leases shall be the same as the term of this Agreement. This Agreement constitutes a written amendment to said leases.

12. Property of Withdrawing Members. Any withdrawing member may negotiate with OCFA for return or repurchase of any and all equipment serving that member's jurisdiction. It is the intent of both parties that OCFA not be burdened with the remainder of the withdrawing City's vehicle or equipment replacement debt upon withdrawal.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first above written.

DATED: 6-27-00

CITY OF STANTON

By: 

MAYOR

ATTEST:

DATED: 6-27-00

By: 

CITY CLERK

**SIGNATURES CONTINUED ON PAGE 6**

Approved AS TO Form:

  
City Attorney

SIGNATURES CONTINUED FROM PAGE 5

DATED: 8-28-00

ORANGE COUNTY FIRE AUTHORITY

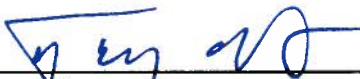
By:   
TODD SPITZER, CHAIRMAN

ATTEST:

DATED: 8-9-00

  
CLERK OF THE AUTHORITY

APPROVED AS TO FORM:

 7-18-00  
TERRY C. ANDRUS, Date  
GENERAL COUNSEL

## ATTACHMENT A

### Engine and Truck Companies Located Within the City of Stanton (Station Owned by the City)

Station	Location	Engine/Truck	Staffing
46	7871 Pacific St., 90680	Engine Company	4
		Truck Company	3

**Note:** This listing does not detail paramedic or other specialty assignments which are deployed on a regional basis to meet City needs pursuant to Sections 3. (a) and 3. (b).

ATTACHMENT B

GA 820-2  
Stanton Fire Station No. 46  
(7871 Pacific Street)

LEASE

THIS IS A LEASE, made September 1, 1987, by and between CITY OF STANTON, hereinafter referred to as "LESSOR", and COUNTY OF ORANGE, hereinafter referred to as "COUNTY", without regard to number and gender.

RECITALS:

- A. LESSOR and COUNTY have entered into a Fire Protection Agreement, hereinafter referred to as "Agreement", dated September 1, 1987. Pursuant to the Agreement COUNTY shall provide fire protection and medical aid services for LESSOR for the period from September 1, 1987, through June 30, 1992.
- B. COUNTY requires the use of LESSOR's fire station facility known as Stanton Fire Station No. 46 located at 7871 Pacific Street, Stanton, California for the purpose of providing said fire protection and medical aid services.

NOW, THEREFORE, LESSOR and COUNTY hereby agree as follows:

1. Recitals A and B are incorporated and made a part hereof as though set forth at length herein.

2. PREMISES (AA2.1 N)

LESSOR leases to COUNTY that certain property hereinafter referred to as "Premises", described in "Exhibit A" and shown on "Exhibit B" and "Exhibit C", which exhibits are attached hereto and by reference made a part hereof.

3. TERM (AB3.1 N)

The term of this Lease shall commence on September 1, 1987 and shall run concurrently with the term of the Agreement and any extensions or renewals thereof. If said Agreement is terminated for any reason, this Lease shall also be terminated in its entirety.

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69-9-1  
8-18-87



1 4. OPTION TO TERMINATE LEASE

2 If during the term of this Lease another fire station facility is obtained as a  
3 replacement to the Premises and COUNTY transfers all operations and staff from  
4 the Premises to said fire station, then COUNTY may terminate this Lease upon  
5 30 days prior written notice to LESSOR.

6 5. CONSIDERATION (N)

7 In consideration of the fire protection and medical aid services to be provided by  
8 COUNTY to LESSOR as set forth in the Agreement, this Lease shall be rent free.

9 6. PERFORMANCE

10 Within 90 days after execution of this Lease by COUNTY, LESSOR shall at its own cost  
11 and expense:

- 12 a. Remove the mobile home unit from the east side of the premises. Said removal  
13 shall include stubbing off electrical meter box, removing the sewer line as far  
14 as the cleanout valve at the fire station building wall, and repairing the  
15 asphalt where the sewer pipe was removed.
- 16 b. Install a 6' chain link fence with lockable vehicle gate around the asphalt  
17 parking area as shown on "Exhibit D", attached hereto.

18 7. DISPOSTION OF PERSONAL PROPERTY AND FURNISHINGS

19 Personal property which is located on the Premises on the date of execution of  
20 this Lease by COUNTY shall be disposed of as follows:

- 21 a. "Net 4" Communications (an organization of the cities of Anaheim, Orange  
22 and Garden Grove) shall be authorized on or after September 1, 1987 to remove  
23 from the Premises the radio and computer equipment currently used by the  
24 Stanton Fire Department, but owned by the "Net 4." Said equipment includes  
25 a display monitor, 2 printers and a computer terminal.
- 26 b. All other personal property left on the Premises shall become the property of  
27 COUNTY and may be used in such a manner as County sees fit. At County's sole  
28 discretion said personal property may be used, repaired, replaced, or disposed  
of by the COUNTY. However, upon termination of this Lease, the Premises shall  
be turned over to LESSOR together with those items of personal property  
received by COUNTY at the commencement of this Lease and any replacement items  
provided by COUNTY during the Lease term. COUNTY may, at COUNTY's discretion,  
remove from the Premises upon termination of the Lease any items of personal  
property which are over and above those items originally received with the  
Premises or their replacements.

8. ALTERATIONS (AE1.1 N)

COUNTY may make improvements and changes in the Premises, including but not limited to  
the installation of fixtures, partitions, counters, shelving, and equipment as deemed

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8-18-87

1 necessary provided the change, addition, or improvement is made with LESSOR's prior  
2 written consent which shall not be unreasonably withheld. It is agreed that any such  
3 fixtures, partitions, counters, shelving, or equipment attached to or placed upon the  
4 Premises by COUNTY shall be considered as personal property of COUNTY, who shall have  
5 the right to remove same. COUNTY agrees that the Premises shall be left in as good  
6 condition as when received, reasonable wear and tear excepted.

#### 7 9. REPAIR, MAINTENANCE, AND JANITORIAL SERVICE (AE2.2N)

8 COUNTY shall provide, at its own cost and expense, all janitorial supplies and services  
9 to the Premises, including the supplying of rest room expendables and replacement of  
10 light bulbs and fluorescent tubes. COUNTY shall also provide, at its own cost and  
11 expense, the cleaning and repainting of interior surfaces, routine servicing and  
12 maintenance of those portions of the plumbing and electrical systems mounted upon and  
13 extending from surfaces of interior walls; maintenance of apparatus doors, except  
14 replacement of doors or motors which shall be the responsibility of LESSOR; and repair  
15 of all damage caused by COUNTY's misuse of the Premises.

16 LESSOR shall provide, at its own cost and expense, all other interior and exterior  
17 repair and maintenance items, including, but not limited to upkeep of exterior walls of  
18 the building; repair and maintenance of driveways; and repair or replacement of roof  
19 and roof coverings; repair of those portions of the plumbing and electrical system  
20 inside walls, under floors and above ceilings; and replacement of apparatus doors or  
21 motors, and heating and air conditioning systems. LESSOR agrees to perform all  
22 maintenance and repairs required above at a level consistent with the level at which  
23 LESSOR performs such repairs and maintenance on other LESSOR-owned facilities.

#### 24 10. BUILDING AND SAFETY REQUIRMENTS (AE3.1 S)

25 During the full term of this Lease, LESSOR agrees to maintain the Premises in compliance  
26 with all applicable building codes, statutes, and orders as they are applicable on the  
27 date of this Lease.

28 LESSOR further agrees to maintain the Premises as a "safe place of employment", as  
defined in the California Occupational Safety and Health Act (California Labor Code,  
Division 5, Part 1, Chapter 3, beginning with Section 6400) and the Federal Occupational  
Safety and Health Act, where the provisions of such Act exceed, or supersede the  
California Act, as the provisions of such Acts are applicable on the date of this Lease,  
and as they may be subsequently amended.

In the event LESSOR neglects, fails, or refuses to maintain said Premises as aforesaid,  
notwithstanding any other termination provision contained herein, COUNTY may terminate  
this Lease.

Conditions caused solely by COUNTY and not subject to the control of LESSOR are excluded  
from this provision.

#### 11. UTILITIES (AE4.1 S)

COUNTY shall be responsible for and pay, prior to the delinquency date, all charges for  
utilities supplied to the Premises.

1 12. FIRE INSURANCE (AE5.1 S)

2 LESSOR shall maintain throughout the term of this Lease fire insurance with extended  
3 coverage on the Premises to the full insurable value of improvements located on the  
4 Premises. Included in the policy or policies of fire insurance shall be a standard  
5 waiver of right of subrogation against COUNTY by the insurance company issuing said  
6 policy or policies. Upon demand of COUNTY, LESSOR shall provide COUNTY with evidence  
7 of compliance with these requirements.

8 13. PUBLIC LIABILITY INSURANCE (AE6.1 S)

9 COUNTY agrees, at its sole expense, to maintain in force during the term of this Lease  
10 comprehensive general liability insurance, insuring against claims for injuries to  
11 persons or property occurring in, upon, or about the Premises. Said insurance shall  
12 have limits of not less than \$1,000,000 for injuries to person or persons,  
13 and not less than \$1,000,000 for property damage. At COUNTY's option, COUNTY may self-  
14 insure the coverages required by this paragraph.

15 14. TAXES AND ASSESSMENTS (AE7.1 S)

16 All taxes and assessments, if any, which become due and payable upon the Premises  
17 shall be the full responsibility of LESSOR, and LESSOR shall cause said taxes and  
18 assessments to be paid promptly.

19 15. INDEMNIFICATION (N)

20 COUNTY agrees to indemnify and save harmless LESSOR, its officers, agents, and employ-  
21 ees, from and against any and all claims, demands, losses, or liabilities of any kind  
22 or nature which LESSOR, its officers, agents, and employees may sustain or incur or  
23 which may be imposed upon them or any of them for injury to or death of persons, or  
24 damage to property as a result of, or arising out of, the sole negligence of its  
25 officer, agents, employees, subtenants, invitees, or licensees, in connection with the  
26 occupancy and use of premises by COUNTY.

27 Likewise, LESSOR shall indemnify and save harmless from and against any any and all  
28 claims, demands, losses, or liabilities of any kind or nature which COUNTY, its offi-  
cers, agents and employees may sustain or incur or which may be imposed upon them or  
any of them for injury to or death of persons, or damage to property as a result of,  
or arising out of, the sole negligence of LESSOR, its officers, agents, employees,  
invitees, or licensees, in connection with the maintenance or use of the premises.

16. DEFAULTS AND REMEDIES (AF12.1 S)

In the event of any breach of this Lease by COUNTY, LESSOR shall notify COUNTY in  
writing of such breach, and COUNTY shall have 30 days in which to initiate action  
to cure said breach.

17. STATE AUDIT (AF14.1 S)

Pursuant to and in accordance with Section 10532 of the California Government Code,  
in the event that this Lease involves expenditures and/or potential expenditures of  
State funds aggregating in excess of ten thousand dollars (\$10,000), LESSOR shall be

1 subject to the examination and audit of the Auditor General of the State of California  
2 for a period of three years after final payment by COUNTY to LESSOR under this Lease.  
3 The examination and audit shall be confined to those matters connected with the per-  
4 formance of the contract, including, but not limited to, the costs of administering  
5 the contract.

6 18. NOTICES (AF20.1 S)

7 All written notices pursuant to this Lease shall be addressed as set forth below or as  
8 either party may hereafter designate by written notice and shall be personally deliver-  
9 ed or sent through the United States mail.

10 TO: LESSOR

11 City of Stanton  
12 City Hall  
13 10660 Western Ave  
14 Stanton, CA 90680

10 TO: COUNTY

11 County of Orange  
12 GSA/Real Estate Division  
13 P. O. Box 4106  
14 Santa Ana, California 92702-4106

15 and

16 Orange County Fire Department  
17 Administrative Services  
18 180 South Water Street  
19 Orange, CA 92666

20 19. ATTACHMENTS (AF21.1 S)

21 This Lease includes the following, which are attached hereto and made a part hereof:

22 I. GENERAL CONDITIONS

23 II. EXHIBITS

- 24 A. Description - Premises
- 25 B. Plot Plan - Premises
- 26 C. Floor Plan - Premises
- 27 D. Plot Plan - Fence Installation

1 IN WITNESS WHEREOF, the parties have executed this Lease the day and year first  
2 above written.

3 LESSOR

4 City of Stanton

5  
6 By [Signature] Mayor

7  
8 By \_\_\_\_\_

9 APPROVED AS TO FORM:  
County Counsel

10 By [Signature]

11  
12 RECOMMENDED FOR APPROVAL:  
Orange County Fire Department

13  
14 By [Signature]

15 General Services Agency  
16 Facilities & Real Property  
Real Estate Division

17  
18 By [Signature]  
19 Real Property Agent

20  
21 SIGNED AND CERTIFIED THAT A COPY OF  
22 THIS DOCUMENT HAS BEEN DELIVERED TO  
THE CHAIRMAN OF THE BOARD.

23 COUNTY

24 COUNTY OF ORANGE

25 By [Signature]  
26 CHAIRMAN, BOARD OF  
SUPERVISORS

27  
28 [Signature]  
LINDA D. ROBERTS SEP 1 1987  
Clerk of the Board of Supervisors  
of Orange County, California

1 I. GENERAL CONDITIONS (AG1-12 N)

2  
3 1. LEASE ORGANIZATION (AG1 S)

4 The various headings in this Lease, the numbers thereof, and the organization of the  
5 Lease into separate sections and paragraphs are for purposes of convenience only and  
6 shall not be considered otherwise.

7  
8 2. INSPECTION (AG2 S)

9 LESSOR or his authorized representative shall have the right at all reasonable times  
10 to inspect the Premises to determine if the provisions of this Lease are being  
11 complied with.

12 3. SUCCESSORS IN INTEREST (AG3 S)

13 Unless otherwise provided in this Lease, the terms, covenants, and conditions contain-  
14 ed herein shall apply to and bind the heirs, successors, executors, administrators,  
15 and assigns of all the parties hereto, all of whom shall be jointly and severally  
16 liable hereunder.

17 4. COST OF SUSTAINING AN ACTION FOR BREACH OR DEFAULT (AG4 S)

18 In the event either LESSOR or COUNTY commences legal action against the other claiming  
19 a breach or default of this Lease, the prevailing party in such litigation shall be  
20 entitled to recover from the other costs of sustaining such action, including reason-  
21 able attorney fees, as may be fixed by the Court.

22 5. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (AG5 S)

23 If either party hereto shall be delayed or prevented from the performance of any act  
24 required hereunder by reason of acts of God, restrictive governmental laws or regula-  
25 tions, or other cause without fault and beyond the control of the party obligated  
26 (financial inability excepted), performance of such act shall be excused for the  
27 period of the delay; and the period for the performance of any such act shall be  
28 extended for a period equivalent to the period of such delay. However, nothing in  
this clause shall excuse either party from the prompt payment of any rental or other  
charge required of them except as may be expressly provided elsewhere in this Lease.

6. DESTRUCTION OF OR DAMAGE TO PREMISES (AG6 N)

In the event of:

A. Partial destruction of or damage to Premises; or

B. The Premises being declared unsafe or unfit for occupancy by any public  
authority authorized to make such declaration, for any reason other than COUNTY's  
act, use, or occupation, except as otherwise provided herein;

LESSOR shall immediately make repairs as are necessary to restore the Premises to the condition which existed prior to destruction or damage and/or make repairs as are necessary to make the Premises safe and fit for occupancy. The destruction (including any destruction necessary in order to make repairs required by any declaration), damage, or declaration shall in no way render this Lease null and void. LESSOR shall, so far as possible, perform such repairs in a manner which will not interfere with COUNTY's use of Premises to provide fire protection and medical aid services. If LESSOR refuses to make such repairs or if such repairs are not completed by LESSOR within sixty (60) days, COUNTY may, at its option, terminate the Lease.

#### 7. AMENDMENT (AG7 S)

This Lease sets forth the entire agreement between LESSOR and COUNY and any modification must be in the form of a written amendment.

#### 8. PARTIAL INVALIDITY (AG8 S)

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

#### 9. WAIVER OF RIGHTS (AG9 S)

The failure of LESSOR or COUNTY to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that LESSOR or COUNTY may have, and shall not be deemed a waiver of any right or remedy from subsequent breach or default of the terms, conditions, and covenants herein contained.

#### 10. HOLDING OVER (AG10 S)

In the event COUNTY shall continue in possession of the Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.

#### 11. TIME (AG11 S)

Time is of the essence of this Lease.

#### 12. DEFINITION OF COUNTY (AG12 S)

The term "COUNTY" shall mean the Board of Supervisors of the political body that executed this agreement or its authorized representative.

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WRITTEN BY: JM

APPROVED BY: FA

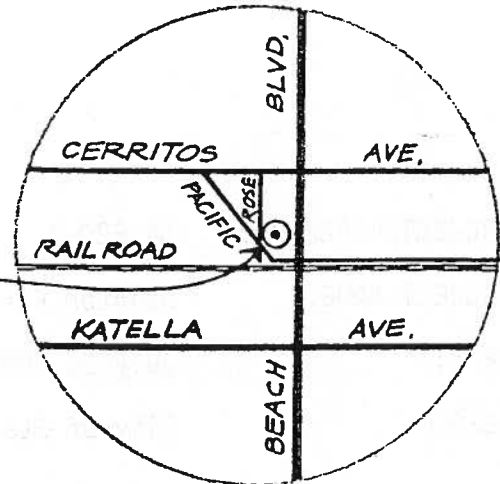
LESSOR: City of Stanton

All the Premises shown on a plot plan marked "Exhibit B" attached hereto and made a part hereof, being that certain fire station at 7871 Pacific Street in the City of Stanton, County of Orange, State of California and located on Lot 1 in Block 1 of the Stanton town site, per map recorded in Book 8, Page 11, Miscellaneous Maps, in the office of the County Recorder of said County.

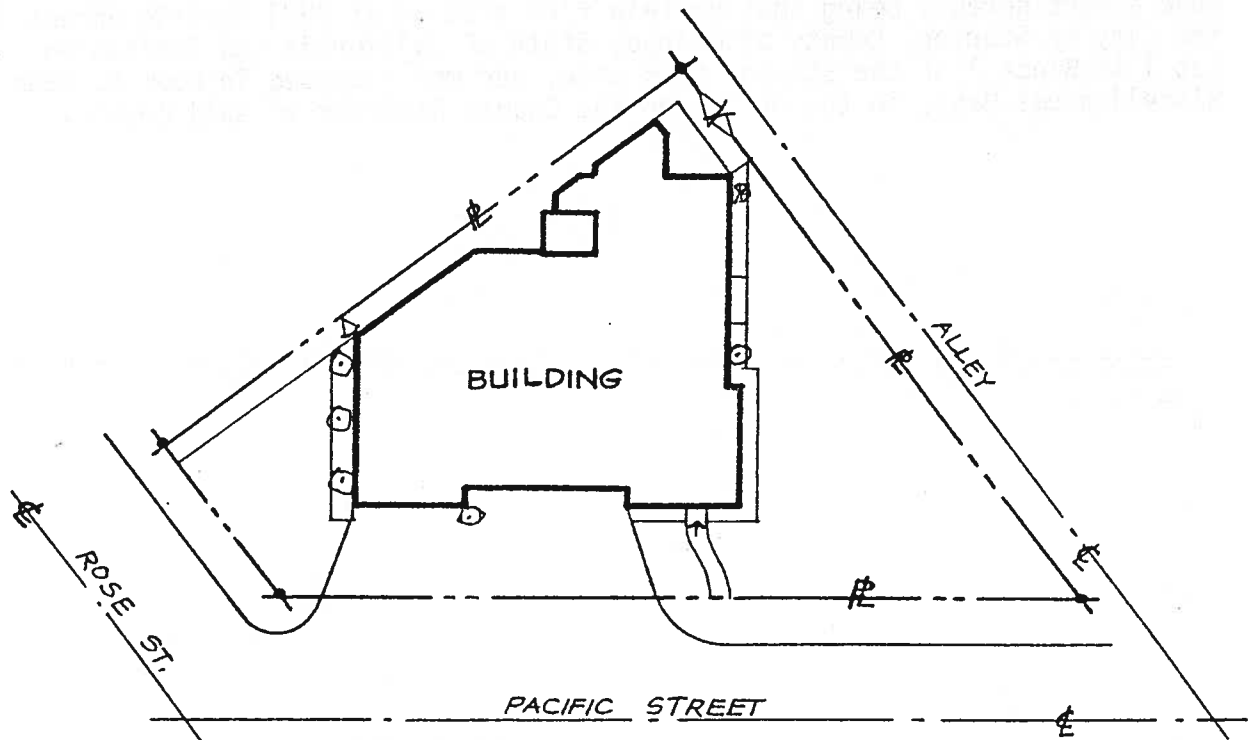
EXHIBIT A



PROJECT



LOCATION MAP  
NOT TO SCALE



PLOT PLAN  
NOT TO SCALE



**EXHIBIT B**

PLOT PLAN

STANTON FIRE STATION #46  
7871 PACIFIC ST., STANTON, CA.

Plan No. GA 820-2

Design:

Drawn: *CM*

Chkd:

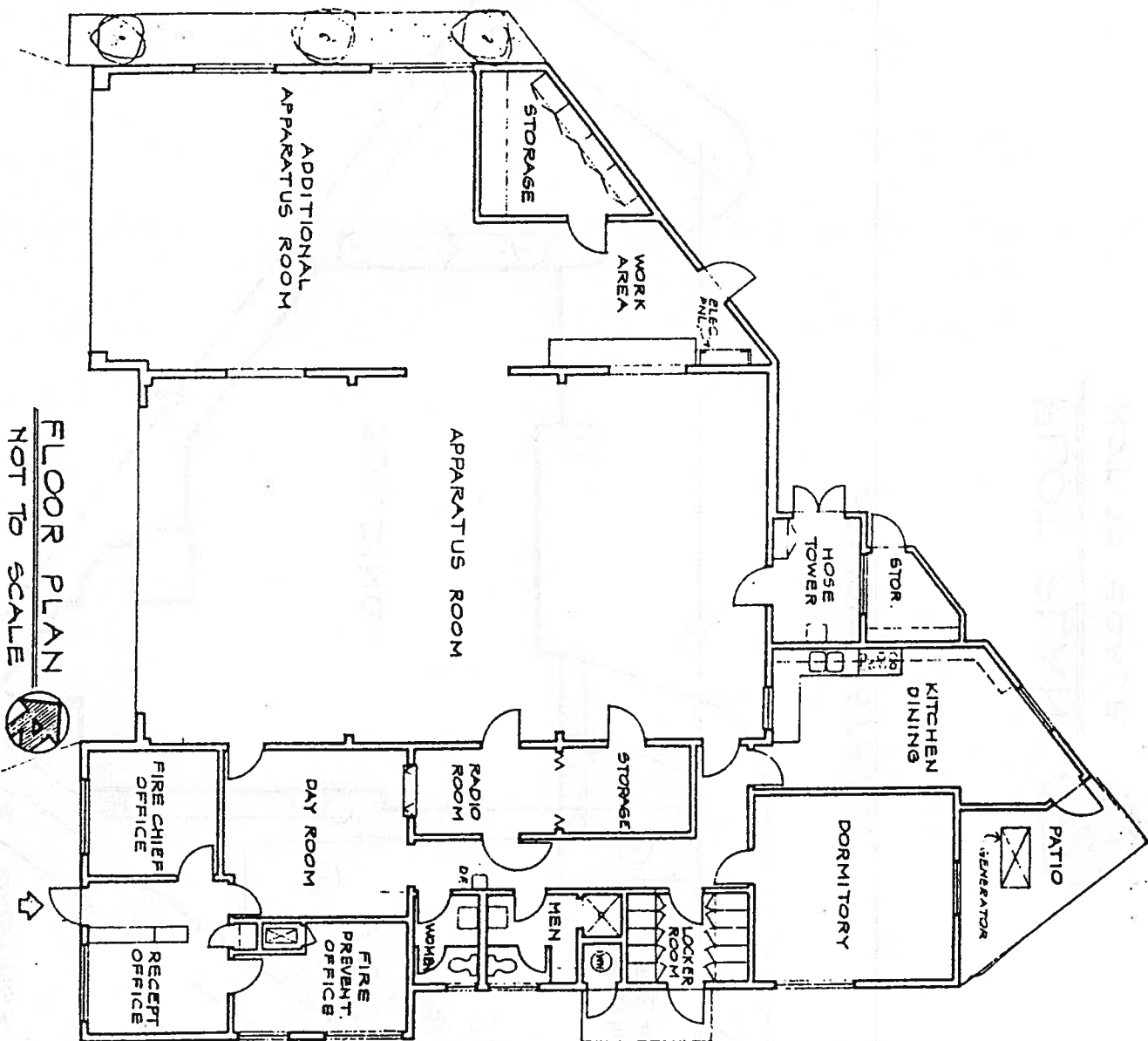
Approved:

Date: 7-30-87

County of Orange

**GSA**

Architect & Engineer Division



FLOOR PLAN  
NOT TO SCALE

EXHIBIT D

ROSE ST.

PACIFIC STREET

BUILDING

EXISTING C.L. GATE

ALLEY

PARKING  
AREA

C.L. FENCE & GATE  
(NEW)

PLOT PLAN  
NOT TO SCALE

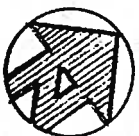


EXHIBIT D



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
September 27, 2018

Agenda Item No. 5C  
Discussion Calendar

**Disruption of 9-1-1 Call Transfers to OCFA After Action Report**

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**Contact(s) for Further Information**

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**Summary**

This agenda item is submitted to notify the Board of Directors that staff will be presenting an After Action Report on the recent disruption of 9-1-1 call transfers to the OCFA that occurred on Sunday, September 16, 2018.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

Receive and file the report.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

On September 16, 2018, at approximately 9:00 a.m., the OCFA Emergency Command Center (ECC) experienced a disruption to 9-1-1 phone service affecting OCFA's emergency phone lines. It is important to note that there was no disruption to the overall 9-1-1 system, meaning that members of the public who placed calls to 9-1-1 still had their calls answered by the primary Public Safety Answering Point (PSAP), but the PSAP was unable to transfer these calls as normal to OCFA. Within minutes after learning of the outage, partner PSAPs were advised of the outage and requested to transmit 9-1-1 information to ECC over the radio for dispatch, until AT&T was able to reroute OCFA 9-1-1 calls through MetroNet 9-1-1 circuits and back to OCFA ECC for dispatching. At 1:35 p.m., AT&T resolved the issue with the 9-1-1 system; OCFA 9-1-1 circuits were fully restored; and OCFA standard dispatching procedures had been reinstituted.

**Attachment(s)**

None.

# 9-1-1 Phone Disruption

Board of Directors  
Agenda Item 5C  
September 27, 2018



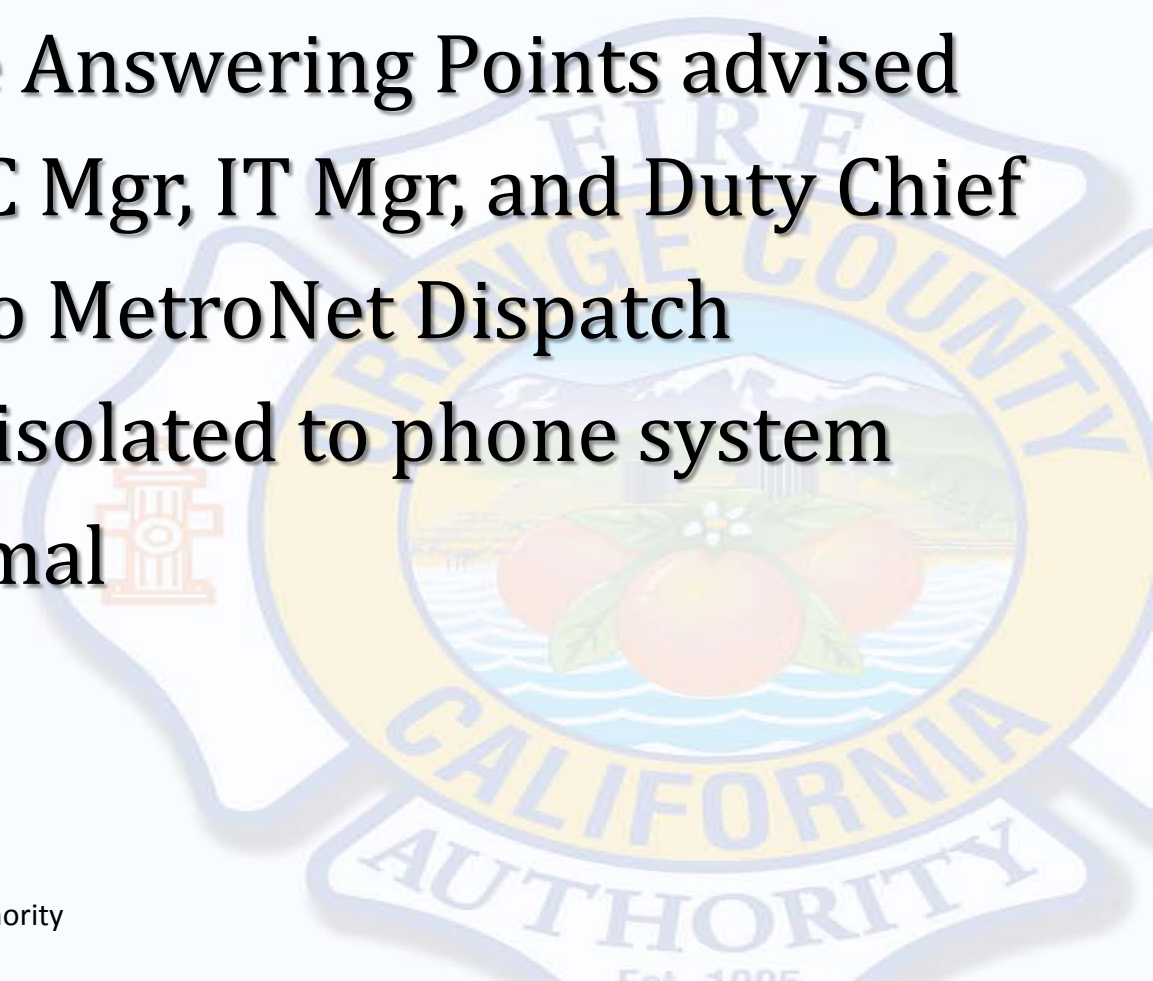
# **Event Summary – September 16, 2018**

9:00 a.m. Dispatchers aware of service interruption

9:05 a.m. All partner Public Service Answering Points advised  
Notifications made to ECC Mgr, IT Mgr, and Duty Chief

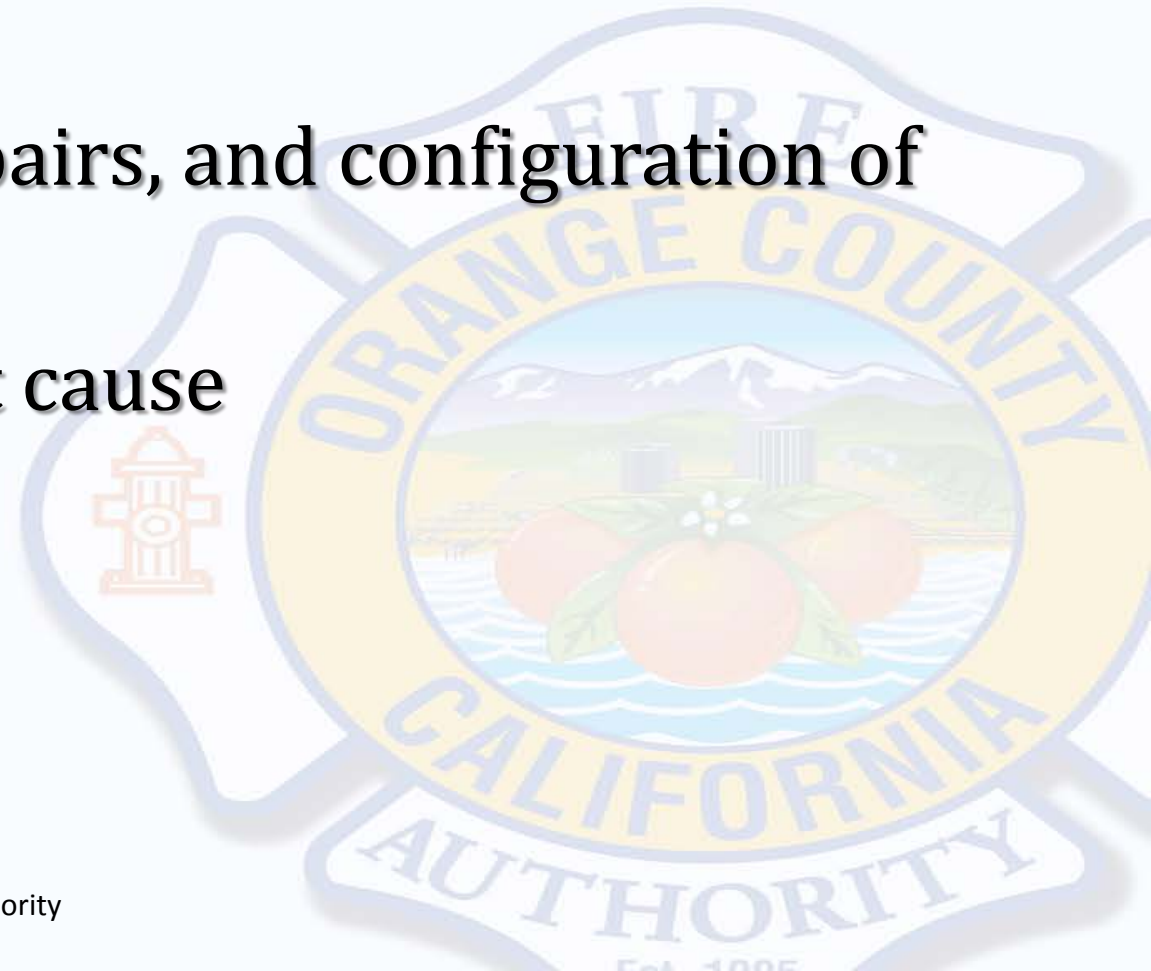
9:39 a.m. AT&T routes 9-1-1 calls to MetroNet Dispatch  
IT Staff confirm problem isolated to phone system

1:35 p.m. Operations return to normal



# Findings

- Problem isolated to 9-1-1 phone servers in the OCFA data center
- AT&T manages maintenance, repairs, and configuration of phone system
- AT&T working to determine root cause





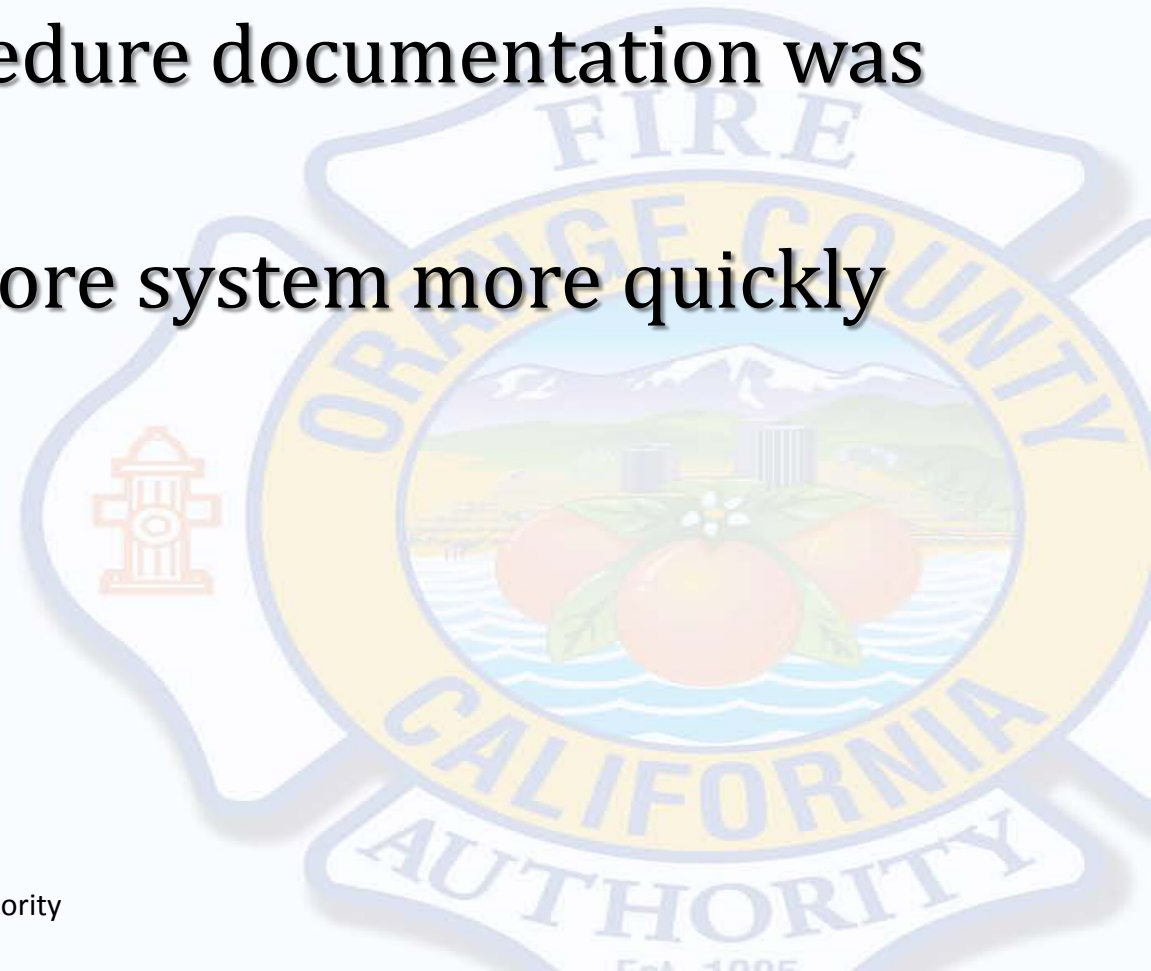
# Key Successes

- Dispatchers rapidly identified the problem
- Notifications to partner agencies occurred within 5-minutes
- Duty Chief and Information Technology rapidly responded to the ECC to help manage
- Radios, Computer Aided Dispatch (CAD), station alerting, and pagers were unaffected
- Backup procedures using an alternate dispatch center worked
- Approximately 80 incidents handled during period
  - Impact: slightly elevated call processing times & pre-arrival instructions



# Key Challenges

- Disruption effected primary and backup phone servers
- Some technical and backup procedure documentation was inadequate
- It may have been possible to restore system more quickly



# Key Recommendations

## OCFA

1. Review and update 9-1-1 system documentation
2. Consistently test and practice fail-over procedures
3. Install physical switch at OCFA to redirect 9-1-1 circuits to an alternate answer facility
4. Provide additional training to IT staff on the 9-1-1 system to better understand its operation and troubleshooting
5. Establish a secondary facility for backup and critical systems

## OCFA/AT&T

1. Revise service procedures to alert OCFA to potential 9-1-1 system problems and maintenance
2. Update system documentation including wiring diagrams, contact information, troubleshooting guides, backup and recovery procedures
3. AT&T audit 9-1-1 system, verify, and update to current software versions
4. Resolve communication and coordination challenges

# Orange County Fire Authority

Emergency Command Center  
and Information Technology Division

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## 9-1-1 Phone Services Interruption After Action Report

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Report by:

Jeff Logan, ECC Manager  
Joel Brodowski, IT Manager  
September 27, 2018

## Incident Summary

At approximately 09:00 a.m., September 16, 2018, the Orange County Fire Authority (OCFA) Emergency Command Center (ECC) experienced a disruption to 9-1-1 phone service that affected emergency phone lines. Initial signs of the problem included the VESTA 9-1-1 phone system indicating “abandoned” incoming 9-1-1 calls on dispatcher consoles, while at approximately the same time, Santa Ana Police Department and Orange County Sheriffs dispatchers called ECC personnel advising that 9-1-1 calls were not transferring to OCFA. ECC personnel immediately contacted the Duty Chief, partner law and fire agencies, AT&T (the OCFA contracts with AT&T for 9-1-1 system support), and OCFA Information Technology (IT) staff to inform them of the outage. Partner Public Safety Answering Points (PSAP) were advised within minutes after learning of the outage and were requested to pass 9-1-1 information to the ECC over the radio for dispatch, and a technical support incident was opened with AT&T to request OCFA 9-1-1 calls be re-routed thru MetroNet 9-1-1 circuits.

At 09:39 a.m., AT&T completed the process to re-route 9-1-1 calls to MetroNet dispatch. OCFA 9-1-1 calls were now being answered at MetroNet, a partner fire dispatch center. When MetroNet received calls intended for the OCFA, incident information was passed to the OCFA for dispatching of resources.

OCFA support staff (ECC, Operations, IT personnel) and an AT&T engineer began arriving onsite to restore OCFA’s 9-1-1 phone service in less than an hour. OCFA support staff immediately verified that other systems including radios, Computer Aided Dispatch (CAD), station alerting, and pagers were unaffected.

At 1:35 p.m., AT&T resolved the problems with the VESTA 9-1-1 phone system, re-routed OCFA 9-1-1 phone calls back to the OCFA ECC, and normal dispatch operations resumed.

For the period of system disruption (between 9:00 a.m. and 1:35 p.m.), the OCFA processed approximately 80 incidents and there was no interruption to service delivery.

## Consideration

Determining the root cause of the 9-1-1 system failure is ongoing but appears to be associated with maintenance being conducted by AT&T personnel to correct a system time issue on primary and backup servers; this information is considered preliminary as a written report from AT&T is pending.

The 9-1-1 phone system is entirely maintained, configured, and supported by AT&T and MOTOROLA (MOTOROLA acquired VESTA in March 2018). OCFA staff (IT, ECC) are not authorized to access, maintain/repair, or make configuration changes.

## Successes

- ECC staff took quick action to make the appropriate notifications and ensure that emergency call information could still be received in the center despite phone-line issues.
- Operations personnel and IT staff had the information and training to respond quickly and competently to the outage, make necessary notifications, and adapt to backup procedures.
- AT&T support staff was responsive to OCFA staff to repair the system problems.

- OCFA on-call and off-duty staff (ECC, Operations, IT) responded onsite in less than one hour.
- Assigning OCFA Staff to MetroNet during the event assisted with call coordination.
- OCFA-issued mobile phones to support staff ensured easy communications.
- Backup procedures to transfer calls through other dispatch centers worked.
- Situational status was maintained through internal messaging system with key staff.

## Challenges

- OCFA was not notified by MOTOROLA or AT&T support staff that maintenance was occurring on the 9-1-1 phone system and that problems were detected with the system.
- Both the primary and backup VESTA 9-1-1 systems failed.
- The VESTA 9-1-1 system documentation and backup procedures had errors and missing information.
- Rerouting of 9-1-1 calls to MetroNet required programming by AT&T as there is no physical switch at the OCFA to reroute calls to an “Alternate Answer” facility.
- OCFA staff have not conducted regularly scheduled drills to redirect 9-1-1 calls to an “Alternate Answer” facility.
- The VESTA 9-1-1 system software was not operating on the latest release version.
- AT&T Central Office at times seems out of sync with the onsite AT&T engineer on the status of the system, which may have delayed the restoration of systems.

## Recommendations

### OCFA

1. Review and update 9-1-1 system documentation and backup procedures
2. Consistently test and practice fail-over procedures between primary and backup phone systems
3. Install physical switch at OCFA to redirect 9-1-1 circuits to an alternate answer facility
4. Consistently test and practice procedures for using an alternate answer facility
5. Provide additional training to IT staff on the 9-1-1 system to better understand its operation and troubleshooting
6. Establish a secondary facility for backup and critical systems

### AT&T/Motorola

7. Revise AT&T and MOTOROLA customer service procedures to alert OCFA to potential 9-1-1 system problems, and before maintenance or repairs are done on the system.
8. Update 9-1-1 system documentation including but not limited to wiring diagrams, contact information, troubleshooting guides, backup and recovery procedures.
9. AT&T audit 9-1-1 system, verify, and update to current software versions.
10. AT&T Central Office and AT&T engineer must resolve communication challenges.