



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS REGULAR MEETING

Thursday, October 25, 2018

6:00 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

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

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



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

CALL TO ORDER

INVOCATION by OCFA Chaplain Robert Benoun

PLEDGE OF ALLEGIANCE by Director Villegas

ROLL CALL

1. PRESENTATIONS

A. Requests for Commendations and Proclamations

Submitted by: Sherry Wentz, Clerk of the Authority

Recognition of OCFA's Purchasing Division as recipient of the National Procurement Institute's 2018 Annual Achievement of Excellence in Procurement Award

Recommended Action:

Approve request as submitted and make presentations to those present.

Orange County Fire Authority
2018 BOARD OF DIRECTORS

Member Agency	Name	Title	Committees
City of Aliso Viejo	Dave Harrington	Director	
City of Buena Park *	Elizabeth Swift	Immediate Past Chair	EC
City of Cypress	Robert Johnson	Director	HRC
City of Dana Point	Joseph Muller	Vice Chair	CIP Chair/EC/CSC BFC Chair
City of La Palma	Michele Steggell	Director	
City of Laguna Hills	Don Sedgwick	Director	BFC
City of Laguna Niguel	Laurie Davies	Director	HRC
City of Laguna Woods	Noel Hatch	Director	HRC/EC
City of Lake Forest	Leah Basile	Director	
City of Los Alamitos	Shelley Hasselbrink	Director	BFC Vice Chair/EC CIP Vice Chair
City of Mission Viejo	Ed Sachs	Chair**	BFC/EC/CSC
City of Rancho Santa Margarita	Carol Gamble	Director	
City of San Clemente *	Tim Brown	Director	
City of San Juan Capistrano	Sergio Farias	Director	
City of Santa Ana *	Juan Villegas	Director	
City of Seal Beach *	Ellery Deaton	Director	
City of Stanton *	David John Shawver	Director	EC/HRC
City of Tustin *	Al Murray	Director	BFC/EC Altn./ HRC Chair
City of Villa Park	Vince Rossini	Director	CIP/HRC/EC Altn.
City of Westminster *	Tri Ta	Director	BFC/EC
City of Yorba Linda	Eugene Hernandez	Director	BFC/CIP/EC/HRC
County of Orange	Todd Spitzer	Director	EC
	Lisa Bartlett	Director	EC Altn 1

BFC=Budget and Finance Committee

EC=Executive Committee

BOD Roster/Tab 26a

CIP=Capital Improvement Program Committee

HRC=Human Resources Committee

* =Cash Contract City

CSC=Claims Settlement Committee

** = Designated Labor Negotiator

Revised: 07/05/18

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. 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 BUDGET AND FINANCE COMMITTEE CHAIR

REPORT FROM THE FIRE CHIEF

- OCFA Open House Events
- Gettysburg Leadership Staff Ride
- Urban Search and Rescue Task Force Updates

2. MINUTES

A. Minutes from the September 27, 2018, Regular and Special Board of Directors Meetings Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:
Approve as submitted.

3. CONSENT CALENDAR

A. Acceptance of 2018 Department of Homeland Security/Federal Emergency Management Agency's Urban Search & Rescue Readiness Cooperative Agreement Funding

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

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Actions:

1. Approve and adopt the proposed Resolution to accept the Department of Homeland Security/Federal Emergency Management Agency's Grant Readiness Cooperative Agreement funding.
2. Approve a budget adjustment to the FY 2018/19 General Fund (121) budget increase revenues and expenditures by \$1,204,990.

B. Acceptance of Funds from the 2017 Homeland Security Grant Program for an Administrative Fire Captain Assigned to the Orange County Intelligence Assessment Center

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

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Actions:

1. Approve and authorize the Fire Chief to execute any necessary agreement(s) to accept and administer the FY 2017 Homeland Security Grant Program.
2. Approve a budget adjustment to the FY 2018/19 General Fund (121) budget to increase revenues and expenditures by \$160,000.

C. Acceptance of 2017 CAL FIRE Fire Prevention Grant for Remote Wildfire Cameras and Meteorological Sensors

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

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Actions:

1. Accept the 2017 CAL FIRE Fire Prevention Grant for Remote Wildfire Cameras and Meteorological Sensors.
2. Approve a budget adjustment to the FY 2018/19 General Fund (121) budget increasing revenues and expenditures by \$90,000.

D. Acceptance of 2017 CAL FIRE Fire Prevention Grant for Invasive Tree Pest Mitigation and Fuels Reduction

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

Budget and Finance Committee Recommendation: *APPROVE*

Recommended Actions:

1. Accept the 2017 CAL FIRE Fire Prevention Grant for Invasive Tree Pest Mitigation and Fuels Reduction.
2. Approve a budget adjustment to the FY 2018/19 General Fund (121) budget increasing revenues and expenditures by \$5,454,898.

E. Reserve Firefighter Program Status Update

Submitted by: Mark Sanchez, Assistant Chief/Operations Department

Recommended Action:

Receive and file the report.

F. Specialty Pay for Accelerant Detection Canine Handler and Canine Disaster Search Specialist

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

Recommended Actions:

Establish a 5% specialty compensation for personnel that are trained, certified and assigned canine handlers by the Alcohol, Tobacco and Firearms and the National Disaster Search Dog Foundation.

END OF CONSENT CALENDAR

4. PUBLIC HEARING(S)

No items.

5. DISCUSSION CALENDAR

A. Adoption of Revised Conflict of Interest Code

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

Recommended Actions:

1. 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.
2. Instruct the Fire Chief and General Counsel to include appropriate standard language in all contracts that will prohibit contractors from retaining or employing Authority employees or officers.

B. Fourth Amendment to Amended Joint Powers Authority Agreement Orange County Fire Authority

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

Recommended Actions:

1. Approve the form of the Fourth Amendment to the Amended JPA Agreement.
2. Direct staff to submit the proposed Fourth Amendment to the Amended JPA Agreement to the OCFA's member agencies for consideration by each member agency's governing body.

C. City of Irvine Service Enhancement Seasonal Handcrew Program

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

Recommended Actions:

1. Authorize the addition of 10 limited-term Handcrew Firefighter positions to the Master Position Control list.
2. Approve an adjustment to the Fiscal Year 2018/19 Adopted Budget to increase General Fund (121) appropriations by \$350,000 for partial year funding of the Irvine Seasonal Handcrew.

BOARD MEMBER COMMENTS

CLOSED SESSION

CS1. CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representative: Deputy Chief Lori Zeller and Human Resources Director Brigitte Gibb

Employee Organizations: Orange County Professional Firefighters Association, Local 3631

Authority: Government Code Section 54957.6

CS2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

CS3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

CS4. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

Authority: Government Code Section 54956.9(c) (2 cases)

CLOSED SESSION REPORT

ADJOURNMENT - The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for November 15, 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 18th day of October 2018.

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

UPCOMING MEETINGS:

Human Resources Committee Meeting	Wednesday, November 6, 2018, 12 noon
Budget and Finance Committee Meeting	Wednesday, November 14, 2018, 12 noon
Claims Settlement Committee Meeting	*Thursday, November 15, 2018, 5:00 p.m.
Executive Committee Meeting	*Thursday, November 15, 2018, 5:30 p.m.
Board of Directors Meeting	*Thursday, November 15, 2018, 6:00 p.m.

*Date moved forward, due to the Thanksgiving holiday

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular and Special Meetings
Thursday, September 27, 2018
6:00 P.M.**

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

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on September 27, 2018, at 6:00 p.m. by Chair Sachs.

INVOCATION

Chaplain Ken Krikac offered the Invocation.

PLEDGE OF ALLEGIANCE

Director Farias 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
Ed Sachs, Mission Viejo
Dave Shawver, Stanton
Michele Steggell, La Palma
Elizabeth Swift, Buena Park

Leah Basile, Lake Forest
Ellery Deaton, Seal Beach
Dave Harrington, Aliso Viejo
Gene Hernandez, Yorba Linda
Joe Muller, Dana Point
Vince Rossini, Villa Park
Don Sedgwick, Laguna Hills
Todd Spitzer, County of Orange
Tri Ta, Westminster
Juan Villegas, Santa Ana

Absent: Lisa Bartlett, County of Orange
Carol Gamble, Rancho Santa Margarita

Tim Brown, San Clemente

Also present were:

Deputy Chief Lori Zeller
Assistant Chief Lori Smith
Assistant Chief Mark Sanchez
Assistant Chief Randy Black

Deputy Chief Dave Anderson
Human Resources Director Brigitte Gibb
General Counsel David Kendig
Clerk of the Authority Sherry Wentz

1. PRESENTATIONS

No items.

PUBLIC COMMENTS (F: 11.11)

Stephen Wontrobski, addressed amending the Joint Power Authority Agreement to benefit cash contract cities.

REPORTS

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

Human Resources Committee Chair Al Murray reported at the September 4, 2018, meeting, the Committee received presentations on recruiting, promotional processes, and the Girl's Empowerment Camp Update, and voted unanimously to send the Division Chief Selection Process to the Board of Directors with its recommendation that the Board approve the recommended action.

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

Budget and Finance Committee Chair Joe Muller reported at the September 12, 2018, meeting, the Committee voted unanimously to approve and send the Fourth Quarter Financial Newsletter, Annual Investment Report, and Monthly Investment Reports to the Executive Committee with its recommendation that the Board approve the recommended actions. The Committee voted unanimously to send the Carryover of FY 2017/18 Uncompleted Projects and Use of Unexpended Fund Balance, to the Board of Directors for approval of the recommended actions, and voted unanimously to form an Ad Hoc Committee, separate of the Budget and Finance Committee, to review and discuss policy changes and to present its recommendations to the Board.

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

Chair Sachs reported the September Claims Settlement Committee meeting was cancelled; the next regular meeting will be held on October 25, 2018.

REPORT FROM THE FIRE CHIEF (F: 11.14)

In the absence of Fire Chief Fennessy, Chair Sachs introduced and congratulated OCFA's newly promoted Deputy Chiefs: Lori Zeller/Administration & Support Bureau and Dave Anderson /Emergency Operations Bureau.

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

Deputy Chief Anderson reported on the Quarterly Update for the Canyon 2 Fire, OCFA's October Breast Cancer Awareness campaign, and introduced a video presentation of the Urban Search and Rescue (US&R) Task Force's deployment for Hurricane Florence, North Carolina. He introduced Division Chief Brian Norton, who introduced US&R Task Force Leader Craig Covey, who provided an overview of the team's rescue efforts during Hurricane Florence.

2. MINUTES

A. Minutes from the August 23, 2018, Regular Board of Directors Meeting (F: 11.06)

On motion of Director Johnson, and second by Director Farias, the Board voted unanimously by those present to approve the Minutes as submitted. Directors Basile, Hasselbrink, Rossini, and Spitzer were recorded as abstentions due to their absence from the meeting.

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

A. Carryover of FY 2017/18 Uncompleted Projects and Use of Unexpended Fund Balance (F: 15.04 17/18)

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

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 (F: 20.02A1)

Director Spitzer pulled this item to address amending the Conflict of Interest Code to ensure those in positions of influence to decisions that affect personal economic interests are subject to disclosing outside employment interests.

Stephen Wontrobowski, Mission Viejo resident, addressed amending the Conflict of Interest Code to preclude any elected OCFA official from participating in the consideration of any item tied to campaign donors.

By consensus the Board of Directors moved the item to the next Board of Directors meeting, directing General Counsel Kendig to review the existing Conflict of Interest Code and amend those position changes that occurred due to the recent reorganization and consolidation of designated positions, to ensure compliance with the Political Reform Act.

END OF CONSENT CALENDAR

4. PUBLIC HEARING(S)

No items.

5. DISCUSSION CALENDAR

A. Division Chief Selection Process (F: 17.10J5)

Deputy Chief Lori Zeller presented the Division Chief Selection Process.

On motion of Director Swift and second by Director Murray, the Board of Directors voted unanimously by those present to 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 (F: 11.17) (X: 17.10J5) (X: 10.03)

Deputy Chief Lori Zeller presented the Request for Amendment of Contract Language Santa Ana Fire Services and Emergency Medical Services Agreement.

Director Villegas addressed the City of Santa Ana's concerns for stability in tenure of the Division Chief and ability to address the needs of the community.

Stephen Wontrobski, Mission Viejo resident, spoke in support of the City of Santa Ana, and encourage switching to private paramedic contract services.

By consensus, the Board of Directors reviewed Director Villegas' request for amendment to the Santa Ana Fire Services and Emergency Medical Services Agreement and received and filed the staff report.

C. Disruption of 9-1-1 Call Transfers to OCFA After Action Report (F: 18.08A12)

Deputy Chief Anderson presented the Disruption of 9-1-1 Call Transfers to OCFA After Action Report and PowerPoint presentation.

By consensus, the Board of Directors received and filed the report.

BOARD MEMBER COMMENTS (F: 11.13)

Director Hasselbrink reported last week, OCFA staff in coordination with the American Red Cross installed new smoke detectors in resident's homes throughout Los Alamitos. She thanked the Division Chiefs who coordinated the event and their volunteers.

Director Hernandez thanked OCFA's Pipes and Drums for performing on 9/11 at the Richard M. Nixon Presidential Library and Museum event.

Chair Sachs commended the OCFA's September 11 Memorial service held at the Regional Fire Operations and Training Center (RFOTC) and the Fire Stations. He noted this evening's promotion of 23 graduates from the Engineer's Academy, and reminded everyone of the upcoming October 6, RFOTC Open House; October 13, OCFA Fire Stations Open Houses; and the upcoming Reserve Academy 21 Graduation on November 3, 2018.

CLOSED SESSION (F: 11.15)

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)

CS4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

General Counsel David Kendig reported the Board would convene to Closed Session to consider the matters on the agenda identified as CS1, and CS2, Conference with Legal Counsel – Anticipated Litigation, CS3, Conference with Legal Counsel – Initiation of Litigation, and CS4, Conference with Legal Counsel - Existing Litigation.

Chair Sachs recessed the meeting to Closed Session at 8:12 p.m.

Chair Sachs reconvened the meeting from Closed Session at 8:31 p.m.

CLOSED SESSION REPORT (F: 11.15)

General Counsel David Kendig stated there were no reportable actions.

ADJOURNMENT – Chair Sachs adjourned the meeting at 8:32 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for October 25, 2018, at 6:00 p.m.

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



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
October 25, 2018

Agenda Item No. 3A
Consent Calendar

**Acceptance of 2018 Department of Homeland Security/Federal
Emergency Management Agency's Urban Search & Rescue Readiness
Cooperative Agreement Funding**

Contact(s) for Further Information

Dave Anderson, Deputy Chief
Emergency Operations Bureau

daveanderson@ocfa.org

714.573.6006

Jeff Hoey, Battalion Chief
US&R Program Manager

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949.573.6056

Summary

This annual item is submitted for approval and acceptance of the 2018 Readiness Cooperative Agreement funding from the Department of Homeland Security/Federal Emergency Management Agency's (DHS/FEMA) National Urban Search and Rescue (US&R) Program.

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

At its regular October 10, 2018, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

1. Approve and adopt the proposed Resolution to accept the Department of Homeland Security/Federal Emergency Management Agency's Grant Readiness Cooperative Agreement funding.
2. Approve a budget adjustment to the FY 2018/19 General Fund (121) budget increasing revenues and expenditures by \$1,204,990.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The FY 2018/19 General Fund revenues and expenditures will be increased by \$1,204,990.

Background

California Task Force Five (CA TF-5), located in Orange County and sponsored by the Orange County Fire Authority, is one of 28 National US&R Task Forces. CA TF-5 has used past Cooperative Agreement funds and activation reimbursements to equip and train the task force members for various missions including but not limited to: rescuing victims in collapsed structures, responding to natural disasters, and responses to attacks from weapons of mass destruction/terrorist attacks.

Currently, CA TF-5 maintains a response capability that includes apparatus and equipment supply inventory worth approximately \$8 million. There is also a personnel cadre of over 220 members, composed of a civilian element of structural engineers, disaster canines, and physicians, as well as firefighters from the participating agencies of Anaheim, Orange, and the OCFA.

DHS/FEMA has authorized an initial funding of \$1,147,990 to each US&R Task Force for the administration of an approved National Urban Search and Rescue Response System. In addition to the initial funding that has been awarded to each US&R Task Force, a \$57,000 allocation has been awarded to CA TF-5 for the Task Force members that participate and support the national program in leadership positions. Total grant funding for CA TF-5 is as follows:

Grant Funding Component	Component Amount	Total Grant Funding
<i>Base funding provided to each US&R Task Force:</i>		
• Administration	363,105	
• Training (including travel expenses)	228,535	
• Equipment/Cache (acquisition, modifications)	173,740	
• Storage and Maintenance	382,610	
<i>Subtotal</i>		\$1,147,990
<i>Additional funding components provided to CA TF-5 only:</i>		
• Administration - National Logistics Functional Group Leader	12,000	
• Administration - Two National Incident Support Team Leaders	12,000	
• Administration – National Deputy Operations Leader	4,000	
• Administration – National Incident Support Team Advisory Operations Representative	4,000	
• Administration – Sponsoring Agency Chief West Division Representative	10,000	
• Administration - National Incident Support Team Representative	15,000	
<i>Subtotal</i>		\$57,000
Total Grant Funding Awarded to CA TF-5		\$1,204,990

The Cooperative Agreement funding continues the development and maintenance of the National US&R Response System resources to be prepared to provide qualified, competent US&R personnel in support of all US&R activities/incidents under the Federal Response Plan. This Cooperative Agreement funding is available for use beginning September 1, 2018, through August 31, 2021.

Attachment(s)

Proposed Resolution for Acceptance of FEMA US&R Cooperative Agreement

RESOLUTION NO. 2018-XX

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY
ACCEPTING THE FEDERAL EMERGENCY MANAGEMENT AGENCY
(FEMA) NATIONAL URBAN SEARCH AND RESCUE (US&R)
PROGRAM COOPERATIVE AGREEMENT TO PURCHASE US&R
EQUIPMENT AND SUPPLIES, MAINTENANCE AND REPAIR OF
US&R EQUIPMENT, TRAINING, AND PROGRAM ADMINISTRATION**

WHEREAS, the Orange County Fire Authority is one of only 28 agencies in the country selected to participate in the FEMA's National US&R Response System; and

WHEREAS, OCFA entered into a tri-party agreement with FEMA and the California Governor's Office of Emergency Services, who provides oversight and additional support for the program; and

WHEREAS, currently Orange County US&R Task Force 5 maintains a response capability including apparatus and equipment supply inventory worth approximately \$8 million; and

WHEREAS, Orange County US&R Task Force 5 maintains a personnel cadre of over 220 members that includes a civilian element of structural engineers, disaster search canines, physicians, as well as firefighters from the participating agencies of Anaheim, Orange and the OCFA; and

WHEREAS, FEMA has authorized a funding award of \$1,204,990 which is available for use beginning September 1, 2018, through August 31, 2021, for preparedness issues related to the Urban Search and Rescue Program.

NOW, THEREFORE, the Board of Directors of the Orange County Fire Authority does hereby resolve to accept the FEMA US&R Cooperative Agreement to be utilized for such things as procurement of US&R equipment and supplies, maintenance and repair of US&R equipment, training and program administration. Additionally, these funds can be used for associated travel expenses for task force personnel to attend US&R related training courses, exercises, meetings, and for the management and administration of US&R activities. This includes expenses relating to task force maintenance, development, record-keeping, and correspondence.

PASSED, APPROVED, AND ADOPTED this 25th day of October 2018.

ED SACHS, CHAIR
Board of Directors

ATTEST:

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



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
October 25, 2018

Agenda Item No. 3B
Consent Calendar

**Acceptance of Funds from the 2017 Homeland Security Grant Program
for an Administrative Fire Captain Assigned to the Orange County
Intelligence Assessment Center**

Contact(s) for Further Information

Dave Anderson, Deputy Chief
Emergency Operations Bureau

daveanderson@ocfa.org

714.573.6006

Jeff Hoey, Battalion Chief
Emergency Planning and Coordination

jeffhoey@ocfa.org

714.573.6056

Summary

This item is submitted for the approval and authorization for the Fire Chief to execute any necessary agreements to accept the FY 2017 Homeland Security Grant Program award for an Administrative Fire Captain assigned to the Orange County Intelligence Assessment Center (OCIAC). This is the 11th year in funding this position utilizing these grant funds.

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

At its regular October 10, 2018, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

1. Approve and authorize the Fire Chief to execute any necessary agreement(s) to accept and administer the FY 2017 Homeland Security Grant Program.
2. Approve a budget adjustment to the FY 2018/19 General Fund (121) budget to increase revenues and expenditures by \$160,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The FY 2018/19 General Fund revenues and expenditures will be increased by \$160,000.

Background

The FY 2017 Homeland Security Grant Program (HSGP) plays a significant role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

The FY 2017 HSGP's allowable costs support efforts to build and sustain core capabilities across the prevention, protection, mitigation, response, and recovery mission areas.

On August 3, 2018, OCFA was notified it was awarded \$160,000 as part of the FY 2017 HSGP related to funding of one OCFA Fire Captain at the OCIAC as a fire agency representative working in conjunction with law enforcement to combat and educate against terrorist's threats or acts to the citizens of Orange County. Although the funding is a "FY 2017" grant, it is intended to support the Fire Captain position for the OCFA's FY 2018/19 fiscal year.

Attachment(s)

1. FY 2017 Homeland Security Grant Program Agreement (Agreement on file in the Clerk of the Authority's office)
2. Award Letter of \$160,000

**AGREEMENT TO TRANSFER PROPERTY OR FUNDS
FOR 2017 HOMELAND SECURITY GRANT PROGRAM PURPOSES**

THIS AGREEMENT is entered into this _____ day of _____ 20__, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and _____, a (municipal corporation/special district/not-for-profit corporation), hereinafter referred to as “SUBGRANTEE.”

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department in its capacity as the lead agency for the Orange County Operational Area, has applied for, received and accepted a grant from the State of California, acting through its California Office of Emergency Services, to enhance county-wide emergency preparedness, hereinafter referred to as “the grant”, as set forth in the grant documents that are attached hereto as Attachments A (FY 17 CA Supplement to the Federal Notice of Funding Opportunity), B (FY 17 Homeland Security Grant Program Notice of Funding Opportunity), and C (FY 17 Homeland Security Grant Assurances) and incorporated herein by reference.

WHEREAS, the terms of the grant require that COUNTY use certain grant funds to purchase equipment, technology or services that will be transferred to SUBGRANTEE to be used for grant purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY shall transfer to SUBGRANTEE the equipment, technology or services as specified in Attachment D hereto, which is incorporated herein by reference. If the grant requires COUNTY to transfer to SUBGRANTEE equipment, technology or services that COUNTY has not yet acquired, COUNTY shall transfer said equipment, technology or services to SUBGRANTEE as soon after acquisition by COUNTY as is reasonably practicable.

2. If COUNTY transfers grant funds to SUBGRANTEE, SUBGRANTEE shall use said grant funds only to acquire equipment, technology or services as set forth in Attachment B hereto and/or to perform such other grant functions, if any, for which Attachments A, B and C permit SUBGRANTEE to

1 expend grant funds. SUBGRANTEE shall provide COUNTY with a budget breakdown signed by the
2 authorized agent.

3 3. Throughout its useful life, SUBGRANTEE shall use any equipment, technology or
4 services acquired with grant funds only for those purposes permitted under the terms of the grant, and
5 shall make it available for mutual aid response.

6 4. SUBGRANTEE shall exercise due care to preserve and safeguard equipment acquired with
7 grant funds from damage or destruction and shall provide regular maintenance and repairs for said
8 equipment as are necessary, in order to keep said equipment in continually good working order. Such
9 maintenance and servicing shall be the sole responsibility of the SUBGRANTEE, who shall pay for
10 material and labor costs for any maintenance and repair of the said equipment throughout the life of the
11 said equipment.

12 5. SUBGRANTEE shall assume all continuation costs of said equipment, technologies and/or
13 services to include but not limited to upgrades, licenses and renewals of said equipment, technologies
14 and/or services.

15 6. If equipment acquired with grant funds becomes obsolete or unusable, SUBGRANTEE
16 shall notify COUNTY of such condition. SUBGRANTEE shall transfer or dispose of grant-funded
17 equipment only in accordance with the instructions of COUNTY.

18 7. SUBGRANTEE agrees to indemnify, defend and save harmless COUNTY and their
19 elected and appointed officials, officers, agents and employees from any and all claims and losses accruing
20 or resulting to any and all contractors, subcontractors, laborers, and any other person, firm or corporation
21 furnishing or supplying work services, materials or supplies in connection with SUBGRANTEE's use of
22 grant-funded equipment, technology or services and SUBGRANTEE's performance of this Agreement,
23 including Attachments A, B and C hereto, and from any and all claims and losses accruing or resulting to
24 any person, firm, or corporation who may be injured or damaged by SUBGRANTEE in SUBGRANTEE's
25 use of grant-funded equipment, technology or services and SUBGRANTEE's performance of this
26 Agreement, including Attachments A, B and C hereto.

27 8. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully bound
28 by all applicable provisions of Attachments A, B and C hereto. SUBGRANTEE shall notify COUNTY

CFDA: 97.067

1 immediately upon discovery that it has not abided or no longer will abide by any applicable provision of
2 Attachments A, B and C hereto.

3 9. SUBGRANTEE and COUNTY shall be subject to examination and audit by the State
4 Auditor General with respect to this Agreement for a period of three years after final payment hereunder.

5 10. No alteration or variation of the terms of this Agreement shall be valid unless made in
6 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or
7 agreement not incorporated herein shall be binding on any of the parties hereto.

8 11. SUBGRANTEE may not assign this Agreement in whole or in part without the express
9 written consent of COUNTY.

10 12. For a period of three years after final payment hereunder or until all claims related to this
11 Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all
12 documents, papers and records relevant to the work performed or property or equipment acquired in
13 accordance with this Agreement, including Attachments A, B and C hereto. For the same time period,
14 SUBGRANTEE shall make said documents, papers and records available to COUNTY and the agency
15 from which COUNTY received grant funds or their duly authorized representative(s), for examination,
16 copying, or mechanical reproduction on or off the premises of SUBGRANTEE, upon request during usual
17 working hours.

18 13. SUBGRANTEE shall provide to COUNTY all records and information requested by
19 COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be
20 required to provide to the agency from which COUNTY received grant funds or other persons or agencies.

21 14. COUNTY may terminate this Agreement and be relieved of the payment of any
22 consideration to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained in
23 this Agreement, including Attachments A, B and C hereto, at the time and in the manner herein provided,
24 or b) COUNTY loses funding under the grant. In the event of termination, COUNTY may proceed with
25 the work in any manner deemed proper by COUNTY.

26 15. SUBGRANTEE and its agents and employees shall act in an independent capacity in the
27 performance of this Agreement, including Attachments A, B and C hereto, and shall not be considered
28 officers, agents or employees of COUNTY or of the agency from which COUNTY received grant funds.

1 **IN WITNESS WHEREOF**, the parties have executed this Agreement in the County of Orange,
2 State of California.

3 DATED: _____, 2017

COUNTY OF ORANGE, a political
subdivision of the State of California

5 By _____

Sheriff-Coroner
"COUNTY"

7 APPROVED AS TO FORM:

8 COUNTY COUNSEL

9 By _____

10 *Wendy Phillips*
11 Wendy Phillips, Deputy County Counsel

12 DATED: 11/14, 2017

13 DATED: _____

SUBGRANTEE

14 By: _____

15 Dated: _____

16 ATTEST:

17 By _____
18 City Clerk

19 DATED: _____



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body; and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. §200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principal, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units

- (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201); ;
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no recipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this

Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also

find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirements

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2017, Version 7.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized by the Applicant to enter into this agreement for and on behalf of the said Applicant.

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

2017 Homeland Security Grant Program

Project Approval Notification

August 03, 2018

Battalion Chief Jeff Hoey
1 Fire Authority
Irvine, CA 92602

This letter serves to inform you that your project request has been approved by the Homeland Security Grant Program (HSGP). Below is some important information related to the project approval.

- | | |
|-----------------------------|---|
| ▪ Requesting Jurisdiction: | Orange County Fire Authority |
| ▪ Project Request: | OCIAC - Planning |
| ▪ Project Allocation: | \$160,000 |
| ▪ Awarding Agency: | Cal-OES / Department of Homeland Security |
| ▪ Award Name: | Homeland Security Grant Program |
| ▪ Federal Grant Number: | 2017-00083 |
| ▪ Recipient Performance | September 1, 2017 to May 31, 2020 |
| ▪ Sub-recipient Performance | September 1, 2017 to March 31, 2020 |
| ▪ CFDA: | 97.067 |
| ▪ DUNS: | 11-195-0874 |
| ▪ Cal-OES ID: | 059-00000 |

An in depth review process of the application was necessary prior to approval. This process is required due to stringent HSGP guidelines that must be adhered to. Following the review process, your project was found to be a viable concept based on investment justifications, regional benefit, and degree of applicability to the over arching Homeland Security Grant goals and objectives.

It is critical that you become familiar with the 2017 Homeland Security Grant Program Guidance and the 2017 Homeland Security Grant Program California Supplemental Guidance. It is also imperative you contact the Homeland Security Grant Unit before funding any part of the project that may be questionable in regards to procurement guidelines and or Authorized Equipment List allowability. In order to eliminate reimbursement issues, we will seek reimbursement approval from the State on behalf of your agency or jurisdiction.

If you have any questions regarding this notification or the review process, feel free to contact me or Luis Ramirez at 714-647-1871 or luramirez@ocsd.org.

Respectfully,



Lieutenant Sean Howell
Homeland Security Division
Orange County Sheriff's Department
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Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
October 25, 2018

Agenda Item No. 3C
Consent Calendar

**Acceptance of 2017 CAL FIRE Fire Prevention Grant for
Remote Wildfire Cameras and Meteorological Sensors**

Contact(s) for Further Information

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Summary

This agenda item seeks acceptance of a 2017 CAL FIRE Fire Prevention Grant in the amount of \$90,000 to purchase remote wildfire cameras and sensors for installation on peaks and high points throughout Orange County.

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

At its regular October 10, 2018, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

1. Accept the 2017 CAL FIRE Fire Prevention Grant for Remote Wildfire Cameras and Meteorological Sensors.
2. Approve a budget adjustment to the FY 2018/19 General Fund (121) budget increasing revenues and expenditures by \$90,000.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The FY 2018/19 General Fund revenues and expenditures will be increased by \$90,000.

Background

Following is information taken from CAL FIRE's website for the Fire Prevention Grants Program:

California's 2017-2018 budget allocated up to \$195 million to CAL FIRE's Forest Health and Fire Prevention Programs. Together, these programs improve resiliency of forested and forest-adjacent communities and upper watershed forests while achieving climate goals. Through the California Climate Investments (CCI) Fire Prevention Grant Program, CAL FIRE aims to reduce the risk of wildland fires to habitable structures and communities, while maximizing carbon sequestration in healthy wildland habitat and minimizing the uncontrolled release of emissions emitted by wildfires.

CAL FIRE's Fire Prevention Grants Program provides funding for local projects and activities that address the risk of wildfire and reduce wildfire potential to forested and forest adjacent communities. Funded activities include: hazardous fuel reduction, fire planning, and fire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.

Eligible grantees may be State Agencies, Native American Tribes, local government within or adjacent to State Responsibility Area including, fire districts, community services districts, water districts, and special districts, or certified local conservation corps, Fire Safe Councils, or other nonprofit organizations organized under Section 501(c)(3) of the federal Internal Revenue Code.

The three qualifying projects and activities include those related to hazardous fuel reduction and removal of dead, dying, or diseased trees, fire prevention planning, and fire prevention education.

OCFA Remote Wildfire Cameras and Meteorological Sensors

The grant application was submitted by OCFA staff to purchase additional remote wildfire cameras and sensors that will be installed throughout Orange County. The remote wildfire cameras will help to protect the 3.1 million residents within the county, while benefitting nearly 11,576 habitable structures within the State Responsibility Area, and another 130,220 structures within the Very High Local Responsibility Area - Wildland Urban Interface Areas (Attachment 1). The cameras will be strategically placed throughout the county (Attachment 2) to provide visibility and detection of wildfires, while the meteorological sensors will provide up to date site specific weather information that will provide incident commanders the information needed to make informed fire management decisions.

Matching funds have been provided by Southern California Edison in the amount of \$100,000. In addition, the OCFA has contributed approximately \$50,000 to install four cameras.

Attachment(s)

1. Grant Scope of Work
2. Project Map



California Department of Forestry and Fire Protection
(CAL FIRE) California Climate Investments
Fire Prevention Grants Program
Project Scope of Work



Project Name: Remote Wildfire Cameras and Meteorological Sensors

Project Tracking Number: 17-FP-ORC-2057

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc.

The proposed project: purchases remote wildfire sensing pan-tilt-zoom and stationary cameras (NIR and RGB) and associated meteorological sensors installed on peaks and high points throughout Orange County to assist in the detection of wildfires. The remote wildfire cameras will help to protect the 3.1 million residents within Orange County, while benefitting nearly 11,576 habitable structures within the SRA, and another 130,220 structures within the Very High LRA WUI areas. The cameras will be strategically placed throughout the County (See attached map 1) to provide visibility and detection of wildfires, while the meteorological sensors will provide up to date site specific weather information that will provide incident commanders the information needed to make informed fire management decisions.

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please **answer one section of questions** that pertain to the primary activity type for your project.

Section 2: Planning Projects

1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
5. Describe the pathways for community involvement that will be incorporated in the planning process.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education.

1. Geographic scope: The remote wildfire cameras would cover the entire SRA and SRA threat zone, or approximately 275,000 acres. This project will benefit approximately 20 of the 58 cities within Orange County and almost 1.5 million residents.

2. Risks to residents: The remote wildfire cameras will provide better coverage of the open spaces and WUI and will provide an improved fire response by identifying smoke earlier and identifying the location more precisely, thus making the communities safer from wildfire. The meteorological sensors will assist fire management planning by providing information on changing weather and predicting weather, including Red Flag Alerts.

3. Previous Planning: This project builds on earlier efforts to provide fire cameras within Orange County, as OCFA has been working for years to establish the camera sites, research the proper cameras, and work with stakeholders to collaborate on camera access and permissions. In March of 2018, OCFA installed 4 stationary cameras, 1 pan-tilt-zoom camera, and associated meteorological sensors on 1 site on Santiago Peak.

4. Stakeholders: OCFA created a working group, the County of Orange Area Safety Taskforce or COAST, of all the open space partners, which includes: Orange County Parks, State Parks, US Fish and Wildlife Service, Orange County Fire Agencies, Caltrans, Natural Communities Coalition, Irvine Ranch Conservancy, Starr Ranch Audubon, Southern California Edison, San Diego Gas and Electric, US Forest Service, Irvine Ranch Water District, CalFire, Transportation Corridor Authority, Orange County Transportation Authority, University of California Irvine, and Rancho Mission Viejo. The remote wildfire cameras are supported by the same COAST members and the cameras will be publicly available for viewing, thus allowing these stakeholders to survey their lands, as well as allow volunteers to remotely view their open spaces during Red Flag warnings and alerts.

5. Community Involvement: The remote wildfire cameras will engage communities in the planning process by identifying areas to place the cameras, providing the information to HOAs, community members, and a public interfacing website to view the remote wildfire cameras. In addition, partners such as HPWREN and WiFIRE will use the information from the cameras to better predict active wildfires using supercomputer processing. By building the remote wildfire camera network in Orange County, it will create a link between existing cameras in San Diego, with potential cameras in Los Angeles and Santa Barbara Counties up to the Sierra Nevada communities.

B. Relationship to Strategic Plans

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document?

The proposed project is consistent with the California Strategic Fire Plan, and is identified in the Orange County-CAL FIRE Contract County Fire Plan, and the camera locations are located within designated Very High Fire Hazard Severity Zone as identified by the County of Orange and CAL FIRE. The project is identified in the County of Orange Community Wildfire Protection Plan, and is consistent with the Orange County Natural Communities Coalition of Orange County Fire Plan.

C. Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php
2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.

1.Hazard: The remote wildfire cameras will collect data and survey or view areas with over 90% very high SRA fire hazard severity zones. Adjacent areas to the SRA are also rated very high incorporated and unincorporated LRA.

2. Structures in WUI: The remote wildfire cameras will view thousands of acres of open spaces directly adjacent to thousands of homes within the WUI. This viewshed will help enhance detection of wildfires as well as monitoring of active incidents within the WUI to get updated and live information on fire behavior and spread to enhance evacuation of homes within the WUI.

D. Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?
2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.
3. Describe any plans to maintain the project after the grant period has ended.
4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

1. Matching: Southern California Edison (SCE) has already contributed \$100k to install cameras and meteorological sensors in some areas of Orange County. The OCFA has also contributed administration, cameras and installation with over \$50k invested. OCFA will continue to budget for ongoing maintenance and administration associated with the cameras.

2. External Communications: OCFA has already conducted a press day to announce the partnership with SCE to provide a remote wildfire camera on Santiago Peak, which resulted in newspaper, radio, and TV outreach to communities. The 4 existing stationary cameras, meteorological sensors, and pan-tilt-zoom camera have a website where the public can observe and monitor for wildfire activity. If OCFA receives this grant, more press releases and media days will be planned to provide this information to the public, as well as providing a link on the OCFA website to the camera.

3. Post-project maintenance: OCFA will maintain the remote wildfire cameras in perpetuity, in partnership with our open space and supporting partners, as the cameras provide a benefit to all. A portion of the OCFA budget will be made available for the maintenance and cleaning of the cameras and sensors once the grant period has ended.

4. Fire reduction on landscape scale: The very nature of the remote wildfire cameras address fire hazard reduction on a landscape level by working with a number of different partners. Some of the partners include our COAST organization: Orange County Parks, State Parks, US Fish and Wildlife Service, Orange County Fire Agencies, Caltrans, Natural Communities Coalition, Irvine Ranch Conservancy, Starr Ranch Audubon, Southern California Edison, San Diego Gas and Electric, US Forest Service, Irvine Ranch Water District, CalFire, Transportation Corridor Authority, Orange County Transportation Authority, University of California Irvine, and Rancho Mission Viejo. The cameras will address fire hazards across the landscape level by having the cameras monitor thousands of acres of open space, adjacent to the WUI, and by monitoring 275,000 acres within the SRA threat zone.

E. Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
2. Verify the expected timeframes to complete the project will fall under the March 15, 2022 deadline.
3. Describe the milestones that will be used to measure the progress of the project.
4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.
5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

1.Timeline: Once the grant is received, remote wildfire cameras will be ordered and installed ASAP starting in the spring of 2019, due to winter seasonal limitations on some unpaved access roads.

2.Timeframes: OCFA, along with partners, purchased and installed 4 remote wildfire cameras on 1 location within a month. It is presumed that all cameras would be purchased at the same time, allowing two years for installation, although it would likely take less than one.

3.Milestones: Milestones for the remote wildfire cameras would be 1) the purchasing of the equipment, 2) installation of the cameras and sensors, 3) public awareness, media day, or press conference to announce the installation of the equipment, and 4) the linking of the cameras to the public website for the community to view.

4.Deliverables: Remote wildfire deliverables will be cameras and meteorological sensors installed on 6 towers across Orange County. Deliverables include a link on the OCFA website linking to the website where the public can monitor the view from the cameras.

5.CEQA: The CEQA process is not applicable for this project. The remote wildfire cameras will be placed on existing structures and require no environmental footprint.

F. Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.
2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.

1.Previous experience: The OCFA has been working for years to acquire tower space to install cameras, as well as work with partners to support the remote wildfire cameras. In May 2018, OCFA installed 4 cameras and associated meteorological sensors on 1 tower and that information is publicly accessible via the HPWREN website, <http://hpwren.ucsd.edu/cameras/> . OCFA would like to use this grant opportunity to expand this camera system to grow the wildfire cameras throughout Orange County to provide better coverage and service to the residents that we protect and serve.

OCFA has significant experience in receiving, and carrying out, grants, and is also compliant with federal statutes and OMB regulations that require a single audit annually. In addition, OCFA has never been audited by a funding agency, other than routine agreement tracking. Examples of OCFA's most recent grant experience includes the following:

(1) 2009 - Assistance to Firefighters Grant (AFG) Regional Award for \$337,400:

OCFA acted as the host agency to administer this completed grant award for the purchase of VHF portable radios, repeaters and training that benefited several Orange County fire agencies, which resulted in better inter-fire agency communication.

(2) May 2011 - FEMA Fire Prevention & Safety Grant for \$332,000 (Federal Share):

Awarded for the purchase and installation of smoke alarms and cooking safety devices in high risk communities, the result of this completed grant was that several thousand smoke alarms and cooking safety devices were purchased and installed in high risk communities.

(3) 2011 - AFG Award for \$1.4 million (Federal Share): Awarded to purchase new SCBA's, this completed grant has resulted in improved firefighter safety from the purchase of 400+ SCBA's.

(4) 2012 - AFG Award for \$137,000 (Federal Share): Awarded for the purchase of thermal imaging cameras, this completed grant has improved operations for fire rescues in smoke-filled environments, as a result of using the thermal imaging cameras.

(5) 2013 - FEMA Legislative Pre-Disaster Mitigation Grant for \$252,000 (Federal Share): Awarded for the installation of a new generator at OCFA's Air Operations Fire Station, once complete, this grant will improve reliability, and reduce the risk of a power failure at our Air Operations Fire Station caused by large disasters.

(6) 2013 - California Fire Safe Council Grants Clearinghouse for \$200,000+: This grant is scheduled to close in early 2015, and to date, it has funded fuel reduction projects, wildfire education initiatives, including a large scale community evacuation drill, plus several Chipper Days events in the WUI community of Cowan Heights. Results include hazardous fuels reductions, restoration/replanting with native vegetation, a better informed and prepared public, and a better coordinated emergency response community.

2.Project Tracking: The OCFA Pre-Fire Management team will be responsible for project tracking and budgeting. This team is led by Battalion Chief Matthew Levesque, Wildland Resource Planner Dave Erickson and Administrative Assistant Kim Gomi. The PFM team will work internally with the Finance Dept to ensure that financial records are kept in a manner that allows for a full audit trail.

G. Budget

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.
2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.
3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?
4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).
5. Explain each object category in detail and how that would support meeting the grant objectives.

1.Maintenance of Equipment: OCFA will budget yearly for the maintenance and upkeep of the equipment, in coordination and association with our partner organizations such as COAST and SCE. The funds will be spent to purchase the equipment and installation, and OCFA will maintain the equipment in perpetuity.

2.Costs: The costs are commensurate with each item. The technology of the cameras and sensors has been developed for years, and the pricing of all of these items is far reduced from what it cost years ago due to years of research and development.

3.Cost benefit: The existing camera on Santiago Peak spotted a wildfire fire on June 5, 2018 with Orange County. This technology allowed the OCFA dispatch to more efficiently dispatch crews to a remote location, and monitor the development of the smoke to determine if additional resources needed to be ordered. This project will benefit over 1.5 million people and the budget has been proportioned to be the most efficient project. The benefit to the communities will be quicker response times and more notice if evacuations are needed. It is possible that an arson could also be caught on camera lighting a fire. This would give law enforcement more information to capture the culprit and reduce future ignitions.

4. Indirect Costs: Since this is a request for equipment, there are no indirect costs being requested.

5.Categories: Equipment- The grant would purchase remote stationary cameras, pan-tilt-zoom cameras, and meteorological sensors. The sensors would measure wind speed, direction, temperature, and relative humidity. The pant-tilt-zoom cameras are remotely controlled so that they can be turned onto an incident and zoom into it to get a closer look at the fire. Other Costs- The installation of the cameras and the equipment will be done by the partners of OCFA. The installation consists of mounting the cameras, sensors, remote wireless equipment (already purchased), and the labor to install all the equipment.

H. California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions?
2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.
3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?
4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?

1)Greenhouse Gas reductions: By using the cameras to detect wildfires sooner, OCFA will be able to respond more efficiently, thus reducing the size and environmental impact of a wildfire, as well as reducing the Greenhouse Gas emissions emitted by the wildfire. Responding more effectively to wildfires detected by the remote cameras will reduce Greenhouse Gas emissions by allowing units to arrive sooner to a more exact location of a wildfire and being able to suppress the wildfire quicker, reducing the overall net loss in vegetation, which reduces the amount of volatile chemicals and gasses emitted into the atmosphere. Less resources will be spent trying to identify the location of a fire because the cameras will allow dispatchers to report an exact location to responding units. This will reduce the amount of Greenhouse Gasses emitted from tailpipes of responding engines, truck, helicopters, and heavy equipment.

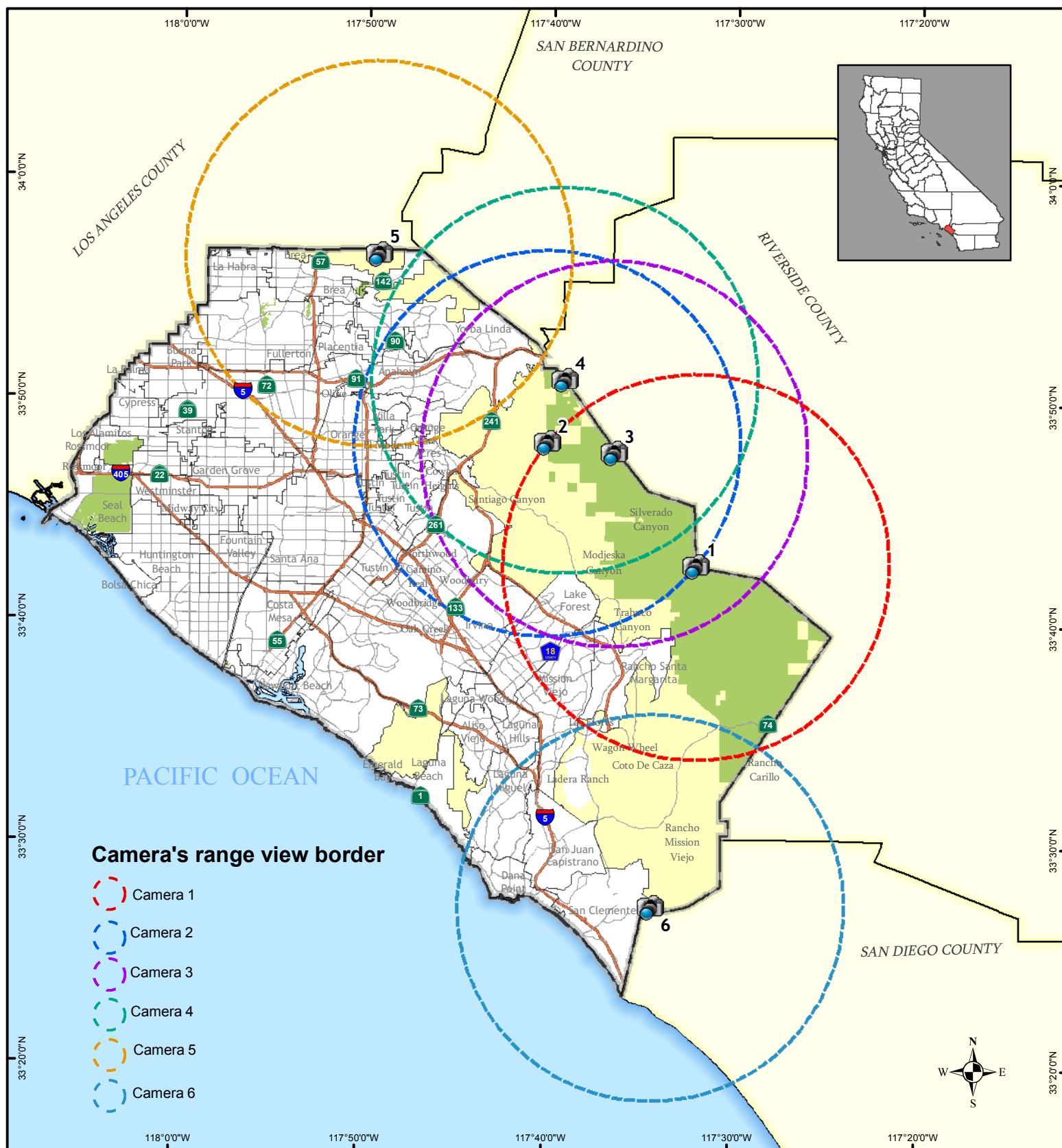
2)Disadvantaged Communities: Yes, this project benefits many of the disadvantaged communities within Orange County because the cameras will detect wildfires that threaten disadvantaged communities adjacent to open spaces. Many of the cameras will be located in open spaces adjacent to disadvantaged communities and will directly benefit these communities by keeping a 24 hour, 7 days per week watch for fire ignitions. This will help keep these communities safer from wildfire and promote a positive relationship between OCFA, our partners, and the communities that we serve.

3)Co-benefits: The expected co-benefits are: reduced environmental impacts from wildfire through earlier detection of ignitions, safer communities through wildfire watch outreach and education, and a reduction in the size of wildfires, which will allow plant communities to grow larger and healthier and sequester more carbon and emit more oxygen through photosynthesis. Detecting ignitions sooner will enhance emergency response, which will allow the OCFA and adjacent fire departments to contain fires sooner and with less acreage burned. Smaller fires will keep communities safer, residents healthier through reduced stress and smoke inhalation, while ongoing education and outreach will enhance community wildfire awareness.

4)Maintenance: Greenhouse Gas emissions and co-benefits will be realized upon the first detection of a wildfire using the remote cameras. They are expected to last the lifespan of the cameras, which can be decades.



ORC - Remote Wildfire Sensors and Meteorological Sensors Orange County Fire Authority – Project # 17-FP-ORC-2057



ORC - Remote Wildfire Sensors and Meteorological Sensors

Orange County Fire Authority – Project # 17-FP-ORC-2057



Potential Camera's Locations



Camera's range view border



FRA
LRA
SRA

City Boundary
OC Boundary

Date: 6/6/2018



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
October 25, 2018

Agenda Item No. 3D
Consent Calendar

**Acceptance of 2017 CAL FIRE Fire Prevention Grant for
Invasive Tree Pest Mitigation and Fuels Reduction**

Contact(s) for Further Information

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Summary

This agenda item seeks acceptance of a 2017 CAL FIRE Fire Prevention Grant in the amount of \$5,454,898 to address the escalating problem of invasive tree pests in Orange County.

Prior Board/Committee Action

Budget and Finance Committee Recommendation: *APPROVE*

At its regular October 10, 2018, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

RECOMMENDED ACTION(S)

1. Accept the 2017 CAL FIRE Fire Prevention Grant for Invasive Tree Pest Mitigation and Fuels Reduction.
2. Approve a budget adjustment to the FY 2018/19 General Fund (121) budget increasing revenues and expenditures by \$5,454,898.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The FY 2018/19 General Fund revenues and expenditures will be increased by \$5,454,898.

Background

Following is information taken from CAL FIRE's website for the Fire Prevention Grants Program:

California's 2017-2018 budget allocated up to \$195 million to CAL FIRE's Forest Health and Fire Prevention Programs. Together, these programs improve resiliency of forested and forest-adjacent communities and upper watershed forests while achieving climate goals. Through the California Climate Investments (CCI) Fire Prevention Grant Program, CAL FIRE aims to reduce the risk of wildland fires to habitable structures and communities, while maximizing carbon sequestration in healthy wildland habitat and minimizing the uncontrolled release of emissions emitted by wildfires.

CAL FIRE's Fire Prevention Grants Program provides funding for local projects and activities that address the risk of wildfire and reduce wildfire potential to forested and forest adjacent communities. Funded activities include: hazardous fuel reduction, fire planning, and fire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.

Eligible grantees may be State Agencies, Native American Tribes, local government within or adjacent to State Responsibility Area including, fire districts, community services districts, water districts, and special districts, or certified local conservation corps, Fire Safe Councils, or other nonprofit organizations organized under Section 501(c)(3) of the federal Internal Revenue Code.

The three qualifying projects and activities include those related to hazardous fuel reduction and removal of dead, dying, or diseased trees, fire prevention planning, and fire prevention education.

OCFA Tree Pest Mitigation and Fuels Reduction Grant

The grant application was submitted by OCFA staff to conduct aerial mapping, data analysis, ground surveys, tree removal, and restoration across 275,000 acres in Orange County. Each of these components is discussed in detail in the scope of work (Attachment 1) submitted to CAL FIRE. The grant specifically seeks to conduct pest mitigation across these 275 acres in four geographic clusters that are identified in the project map (Attachment 2).

According to OCFA's research, there are 141,796 habitable structures in the Wildland Urban Interface that will directly benefit. These residences are located within the areas of Aliso Viejo, Anaheim, Brea, Coto De Caza, Cowan Heights, Dana Point, Lake Forest, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Mission Viejo, Modjeska, Newport Beach, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Silverado, Trabuco Canyon, Trabuco Highlands, Villa Park, and Yorba Linda.

Attachment(s)

1. Grant Scope of Work
2. Project Map



California Department of Forestry and Fire Protection
(CAL FIRE) California Climate Investments
Fire Prevention Grants Program
Project Scope of Work



Project Name: ORC Invasive Tree Pest Mitigation and Fuels Reduction

Project Tracking Number: 17-FP-ORC-2058

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc.

Project Description Summary

This grant is designed as a multi-step comprehensive approach to address the escalating problem of Invasive Tree Pests in Orange County, which are causing increased fuel loads from dead/dying trees, and raising the wildfire/life-safety risks, as well as harming the environment due to increased GHG emissions from increased wildfire activity and tree loss.

Each component of this project could be a standalone grant application, but all elements are being presented together to more clearly illustrate the intent and scope of this project, and how it will be accomplished. Simply stated, the goals are to: (1) stop the spread of invasive tree pests, (2) reduce the existing fuel loads caused by the tree pests and limit the potential for future fuel loading from them, (3) reduce the related wildfire and life safety risks from the invasive tree pests, and (4) improve the environment by limiting GHG emissions linked to tree loss, and the increased frequency and intensity of the associated wildfires.

This project encompasses all Orange County SRA lands, plus the 0.5 mile SRA-Threat buffer zone, which equates to 275 acres. Specifically, it will benefit 141,796 habitable structures, including nearly 11,576 structures within the Very High SRA, and 141,796 structure within the SRA-Threat buffer zone (Very High LRA WUI). Note, some OCFA partner agencies have expressed interest in expanding the reach of this project beyond the SRA, so at their own expense, they will be invited to add on to the project as well.

Generally speaking, the process flow for this project is as follows:

(A) Aerial Mapping → (B) Data Analysis → (C) Ground Truth Surveys/Tree Tagging/Prioritization → (D) Tree Removal → (E) Disposal via Air Curtain Burner → (F) Restoration

Component Details:

- (A) Aerial Mapping (1 flight per year for 3 years)
 - Location: All Orange County SRA + SRA-Threat areas (.5 miles beyond SRA boundary)
 - Rationale: Use NDVI technology to help locate/identify invasive tree pest infestations, fuel loads and overall vegetation health
- (B) Data Analysis & Predictive Model (data from 3 flights aerial mapping & 1 Predictive Model)
 - Rationale: To help identify invasive tree pests infestations, probable habitats, fuel loads and develop a predictive model for detecting invasive tree pest infestations in Orange County
- (C) Ground Truth Surveys/Tree Tagging/Prioritization
 - Rationale: Confirmation of KSHB, PSHB, or GSOB infestations with trained personnel is required due to many look alike pests, and to evaluate/assign a removal rank based on removal criteria, plus geo-reference trees.
- (D) Tree Removal (based on prioritized list)
 - Rationale: To reduce the fuel load and invasive pest spread
- (E) Biomass Disposal with Air Curtain Burner
 - Location: Mobile Air Curtain Burner will be located at various removal sites.
 - Rationale: Noting there are limited options to dispose of infested wood effectively and efficiently, CAL FIRE suggested that OCFA incinerate the infested wood using an Air Curtain Burner, which appears to be the most reliable, quick, cost effective and environmentally friendly method. Moreover, it can be used for many other projects, and large scale emergencies, etc.
- (F) Restoration
 - Location: Selected locations
 - Rationale: to help restore infested areas and create a more resistive landscape using native plants not subject to invasive tree pest infestations

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please **answer one section of questions** that pertain to the primary activity type for your project.

Project Tracking Number: 17-FP-ORC-2058

Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.
2. Describe the goals, objectives, and expected outcomes of the project.
3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.
4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.
5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?
6. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

Section 2: Planning Projects

1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
5. Describe the pathways for community involvement that will be incorporated in the planning process.

Section 3: Education

1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.
2. Describe the target audience of the education program and how information will be distributed to this audience.
3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.
5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education.

Scope of Work (Section 1) – Hazardous Fuel Reduction /Removal of Dead/Dying Trees

- A1-1 This project encompasses all Orange County SRA lands, plus the 0.5 mile SRA-Threat buffer zone, which equates to 275 acres that are basically in 4 geographic clusters, and border the four surrounding counties as well, all who have Invasive Tree Pest infestations. One cluster is in the inland northwest corner of the County, bordering both Los Angeles and San Bernardino Counties, the second is in the inland central part of the County, bordering Riverside County, the third is in the central coastal region, and the fourth is in South County, which borders both San Diego and Riverside Counties. An estimated 141,796 habitable structures in the SRA/WUI communities will directly benefit from this project including all that are on the Communities-At-Risk list, such as Aliso Viejo, Anaheim, Brea, Coto de Caza, Cowan Heights, Dana Point, El Toro (aka Lake Forest), MCAS El Toro, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Mission Viejo, Modjeska, Newport Beach, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Silverado, Trabuco Canyon, Trabuco Highlands, Villa Park and Yorba Linda.
- A.1-2 The project goals are to: (1) stop the spread of invasive tree pests, (2) reduce the existing fuel loads caused by the tree pests and limit the potential for future fuel loading from them, (3) reduce the related wildfire and life safety risks from the invasive tree pests, and (4) improve the environment by limiting GHG emissions linked to tree loss, and the increased frequency and intensity of the associated wildfires.
- A1-3. The wildfire risk to habitable structures, as well as critical infrastructure and habitat, will be reduced by: (1) significantly decreasing the fuel load created by the invasive tree pest infestations through the identification and removal of dead/dying trees and by (2) helping to reduce future threats by limiting the infestation spread.
- A1-4 Additional assets at risk from wildfire that will benefit from this project include utility, communication, military and law enforcement critical infrastructure, plus the water supply, wildlife, endangered species, habitat, eco-systems, major roads, and recreation facilities.
- A1-5 While the invasive tree pest problem is indiscriminate regarding wildland/open space vs. suburban/urban areas, in terms of scale, making a stand by targeting the SRA/WUI communities makes sense due those areas posing the greatest risk for catastrophic wildfires, plus there are ever increasing Invasive Tree Pest infestations there. Additionally, the project area borders the surrounding counties of Los Angeles, San Bernardino, Riverside and San Diego, all who have invasive tree pest issues, so it should help them by curtailing the spread as well. It's important to note that since other more appropriate entities have failed to address this problem so far in a meaningful way, or at all, as it grows continually worse, OCFA at this point feels compelled to take action if no one else will. Consequently, OCFA will do what it can, and that means combatting the problem in the SRA/SRA-Threat areas. As mentioned, it's anticipated that our partners will contribute towards extending the project reach beyond the SRA/SRA-Threat.
- A1-6 Both from the standpoint that there are few effective, let alone affordable, options to dispose of diseased wood that is key to limiting the spread, and from the perspective of limiting GHG emissions, at the suggestion of CAL FIRE, an integral component to this project includes purchasing an Air Curtain Burner that will provide a quick, effective, efficient and a more environmentally friendly solution for the disposal of infested wood/biomass, both now and in the future. In fact, OCFA has been in contact with the AQMD who is willing to help champion this purchase through their approval process.

B. Relationship to Strategic Plans

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document?

(B) Relationship to Strategic Plan

The concern, risks, and especially the need for significant meaningful action regarding the worsening problem of Invasive Tree Pests in Orange County, and the related wildfire threat has been repeatedly called out in OCFA's Unit Strategic Fire Plan, as well as in the Orange County CWPP.

C. Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php
2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.

(C) Degree of Risk

- C1. This project targets all Orange County SRA lands, plus the 0.5 buffer zone considered to be an "SRA-threat", which includes slivers of FRA, LRA and other county's borders, including San Diego, Riverside, San Bernardino and Los Angeles Counties, all who have invasive tree pest issues as well. With very few exceptions, the majority of this project is in the Very High FHSZ, regardless of SRA, LRA or FRA, or other county borders.
- C2. Current Invasive Tree Pest infestations are both near structures, such as in densely populated areas like Anaheim Hills and Irvine, and are also in sparsely populated or open space areas as well. Regardless, virtually all 141,796 habitable structures, plus critical infrastructure, within the SRA/SRA-Threat project boundaries are at risk from wildfire. Consequently, the mapping and analysis part of this project will help determine more accurately: (A) where there are both known and unknown probable infestations, and more importantly, where there are heavy fuel loads, presumably created by the pests. Then, removal targets will be prioritized, and heavily weighted by their proximity and threat to habitable structures and critical infrastructure.

D. Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?
2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.
3. Describe any plans to maintain the project after the grant period has ended.
4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

(D) Community Support

- D1. The project includes both matching and in-kind contributions from members of both the County of Orange Safety Task Force organizations (COAST), as well as from the Emerging Tree Pests of Orange County Task Force (ETPOC), including, but not limited to, OC Parks, State Parks, USFS, UC Riverside, UC Irvine, Irvine Ranch Conservancy, Natural Communities Coalition (NCC), Rancho Mission Viejo, Starr Ranch, US Fish & Wildlife, CAL FIRE, and more. In fact, so far NCC has pledged an additional \$24K towards increasing the mapping area beyond the SRA/SRA Threat. Additional support will come from OCFA, especially from its Crews and Equipment and Pre-Fire Management sections, as well as from Operations Support, Purchasing, Finance, GIS and Risk Management Departments.
- D2. External communications will continue to include media event days, informational handouts and signage, Social Media posts, continuing presentations at outreach events, and to FSC's, HOA's, cities, public and private organizations. Additionally, OCFA will continue to promote the Buy It Where You Burn It campaign, as well as the Ready, Set, Go! messaging whenever possible, including with our existing rotational signage in the canyon/SRA areas. Invasive Pest informational and training field trips to impacted areas will also continue.
- D3. This grant is designed to give Orange County the tools and processes needed to fight the invasive tree pest issue for the long haul. The intent is to: (1) to make a major large scale initial attack that will help reduce the existing fuel load and limit the tree pest spread, then (2) it will enable OCFA and its partner agencies to follow-up with more targeted smaller scale, and less costly executions. Referring to the proposed workflow below, project maintenance after the grant period is over is expected to go as follows:

Project Workflow

(A) Aerial Mapping → (B) Data Analysis → (C) Ground Truth Surveys/Tree Tagging/Prioritization → (D) Tree Removal → (E) Disposal via Air Curtain Burner → (F) Restoration

- a. Aerial Mapping - Smaller scale aerial mapping will be done either by OCFA, who has a drone and NDVI camera and software to execute it, or it could be contracted out if needed.
 - b. Data Analysis - The analysis of aerial mapping could either be contracted out, or by that time, it's quite possible that enough would be learned, so that OCFA and/or its partner agencies may be able to interpret the mapping data in-house without additional costs.
 - c. Ground Truth/Confirmation & Prioritization – These functions could be conducted by partner agencies and student interns, similar to what is being done now, or it could be contracted out as well.
 - d. Tree Removal - This presumably would be contracted out. Occasionally, OCFA Crews and Equipment may be able to assist at no additional cost.
 - e. Disposal via Air Curtain Burner - OCFA will house, operate and maintain the Air Curtain Burner after the grant period, and will continue to use it for fuel reduction projects. Additionally, OCFA will make it available to other entities who need to use it, either on a good will basis, or as a paid project, depending on the circumstance.
 - f. Restoration - Because determining appropriate tree species for restoration is tricky at this time due to the unknown and ever changing information regarding which species are vulnerable to invasive tree pests, OCFA plan to contribute grant funds for cactus paddle propagation, which is a safe native alternative. After the grant period, additional restoration efforts will likely be funded by other partner agencies or with additional grants.
- D4. OCFA already does, and will continue to, work collaboratively with many partners on fire hazard reduction initiatives at the landscape level, both for this project, and for many others. The intent of this project is to focus on a large scale landscape, specifically Orange County's SRA/SRA-Threat areas. Moreover, it also impacts adjacent county's landscapes as outlined already. As also noted previously, our partnerships, which are primarily related to COAST and the ETPOC Task Force member organizations, include, but are not limited to, Orange County Parks, State Parks, US Fish and Wildlife Service, various Orange County Fire Agencies, Caltrans, Natural Communities Coalition, Irvine Ranch Conservancy, Starr Ranch Audubon, Southern California Edison, San Diego Gas and Electric, US Forest Service, Irvine Ranch Water District, CAL FIRE, Transportation Corridor Authority, Orange County Transportation Authority, several University of California campuses including Irvine, Riverside, and San Diego, Rancho Mission Viejo.

E. Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
2. Verify the expected timeframes to complete the project will fall under the March 15, 2022 deadline.
3. Describe the milestones that will be used to measure the progress of the project.
4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.
5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

E. Project Implementation - Timeline (Assuming grant is awarded)

E1. Referencing the process below, the expected timeline is as follows:

Aerial Mapping → Data Analysis → Ground Truth/Confirmation & Prioritization → Tree Removal (nesting season, CEQA, etc. permitting) → Disposal via Air Curtain Burner → Reforestation

- **Fall 2018**
 - o Select/Purchase: Air Curtain Burner
 - o Select: Data Analysis Contractor
 - o Select: Aerial Mapping Contractor
 - o Select: Tree Removal Contractor
 - o Begin: CEQA Evaluation/Process
- **Spring 2019 (then repeated in Spring 2020 and 2021):**
 - o Begin Mapping Flights - The NDVI mapping will begin in during an optimal time which is in the Spring and will be repeated during the same period in 2020 and 2021. This flight pattern will help identify and track suspected Invasive Tree Pest infestations, and will also provide information and trends on the overall state of the vegetation as well.
- **Summer 2019 (then repeated in Spring 2020 and 2021):**
 - o Mapping Analysis – Forecast to be completed within one month after any flight
 - o Mobilization Planning (for Ground Truth Surveys/Tree Tagging/Prioritization)
 - o Restoration - Conduct Ground Truth/Tree Tagging/Prioritization - Conduct surveys with Tree Tagging/Prioritization
- **Fall 2019 and Continuing Primarily Until Nesting Season (then repeated in Spring 2020 and 2021)**
 - o Tree Removals - Will work around nesting season and other restrictions; removals may continue past nesting season pending surveys and approvals
 - o Cactus paddle propagation and planting

E2. All work is targeted to be completed well in advance of the March 15, 2022 deadline. However, it is possible that small scale surgical treatments may occur for any newly detected tree pest infestations that require tree removals that could continue up until February 2022, of course noting avoidance of nesting season, and /or other restrictions.

E3. Key milestones include:

- (A) Agreements/Contracts completed for: aerial mapping, data analysis, ground truth/tree tagging/prioritization and tree removal vendors
- (B) Purchase/delivery of Air Curtain Burner
- (C) Aerial mapping flights completed
- (D) Data analysis completed
- (E) Ground Truth Surveys, Tree Tagging and Prioritization completed for each of the 3 annual mapping flights
- (F) Tree removals completed, including onsite Air Curtain Burner disposal of biomass waste for all 3 rounds
- (G) Restoration planting completed for each of the 3 rounds (depending on cactus paddle availability)

E4. Anticipated measureable outcomes/project deliverables include:

- Reduced fuel loads
- Slowed rate of new tree pest infestations and no/or limited expansion of existing ones
- Less ignitions with lower intensity wildfires and less acres burned in treated areas, year over year

E5. Money was put in the budget to cover any CEQA requirements that might be needed. However, because this project is predominantly in SRA, and covered by other exemptions/documents, and since many other partner organizations, such as Orange County Parks, State Parks, etc. already have CEQA's and NEPA's on file, there is a good chance that a full blown CEQA is not needed.

F. Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.
2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.

F. Administration

F1. OCFA has significant experience in receiving, managing and completing grants, and is also compliant with federal statutes and OMB regulations that require a single audit annually. In addition, OCFA has never been audited by a funding agency, other than routine agreement tracking. Examples of OCFA's most recent grant experience includes the following:

- (1) 2009 - Assistance to Firefighters Grant (AFG) Regional Award for \$337,400: OCFA acted as the host agency to administer this completed grant award for the purchase of VHF portable radios, repeaters and training that benefited several Orange County fire agencies, which resulted in better inter-fire agency communication.
- (2) May 2011 - FEMA Fire Prevention & Safety Grant for \$332,000 (Federal Share): Awarded for the purchase and installation of smoke alarms and cooking safety devices in high risk communities, the result of this completed grant was that several thousand smoke alarms and cooking safety devices were purchased and installed in high risk communities.
- (3) 2011 - AFG Award for \$1.4 million (Federal Share): Awarded to purchase new SCBA's, this completed grant has resulted in improved firefighter safety from the purchase of 400+ SCBA's.
- (4) 2012 - AFG Award for \$137,000 (Federal Share): Awarded for the purchase of thermal imaging cameras, this completed grant has improved operations for fire rescues in smoke-filled environments, as a result of using the thermal imaging cameras.
- (5) 2013 - FEMA Legislative Pre-Disaster Mitigation Grant for \$252,000 (Federal Share): Awarded for the installation of a new generator at OCFA's Air Operations Fire Station, once complete, this grant will improve reliability, and reduce the risk of a power failure at our Air Operations Fire Station caused by large disasters.
- (6) 2013 - California Fire Safe Council Grants Clearinghouse for \$200,000+: This grant is scheduled to closed in early 2015, and to date, it has funded fuel reduction projects, wildfire education initiatives, including a large scale community evacuation drill, plus several Chipper Days events in the WUI community of Cowan Heights. Results include hazardous fuels reductions, restoration/replanting with native vegetation, a better informed and prepared public, and a better coordinated emergency response community.
- (7) Since 2008 - California-Task Force 5 Grant/Co-Operative Agreement for 1 Million+ Annually: OCFA is the sponsoring agency for California-Task Force 5, one of the 28 National Urban Search & Rescue Teams sponsored by local agencies. The Grant/Co-Operative Agreement has existed since the 1990's and has been successfully managed by OCFA. The result of this ongoing program is highly trained local responders, who provide the Federal government response capability during large scale national disasters and terrorist attacks.
- (8) 2015 CWPP - This grant was successfully completed, resulting in a County-Wide Fire Protection Plan dynamic document for Orange County, CA that houses a library of ranked project proposals aimed at reducing wildfire ignitions and limiting their impact/losses. A key benefit of this CWPP is that it enables Orange County greater access to funding sources for wildfire related projects and programs.
- (9) 2015 - Emerald Bay Extended Fuel Modification/Cactus Paddle Project: OCFA helped secure, manage and complete a grant for Emerald Bay Service District that created a bigger buffer zone around the fire prone community of Emerald Bay in Laguna Beach by removing some invasive species and replanting with Optunia cactus paddles.
- (10) 2015 - Canyon Area Roadside Emergency Access Grant: OCFA secured, managed and completed a grant designed to improve ingress/egress for emergency vehicles in the fire prone Orange County canyon areas where problematic roads and access issues are common. This grant involved vegetation removal/tree trimming on private property in designated areas.

F2. OCFA's Pre-Fire Management staff, including the BC, Wildland Resource Planner, and the Administrative Assistant, along OCFA's Finance staff, particularly Jim Ruane, Wenyea Wang and Penny Wu, will assist with this grant. All are well-versed with managing grant related paperwork, including project records and tracking expenses.

G. Budget

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.

2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.
3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?
4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).
5. Explain each object category in detail and how that would support meeting the grant objectives.

G. Budget

G1. The grant funds will be used as follows:

- Aerial Mapping (x3) + Data Analysis (x3) + Predictive Model Development (x1): (\$1.2 million) - The vision is to do a series of 3 major aerial mapping flights, once per year for three years in order to monitor/evaluate the situation. Using the base information gathered from this project, OCFA plans to do smaller scale targeted mapping as needed with its own equipment. Grant funding will be used for mapping Orange County's SRA/SRA Threat areas. Our partner agencies have expressed interest in contributing towards expanding the geography of the aerial mapping, so they will be invited to do so at their own expense. In fact, Natural Communities Coalition has already committed funding for this. For reference, NDVI imagery uses the infrared and near infrared data to create an image that measures the chlorophyll levels of the vegetation and allows fire managers to see and measure the overall greenness or vigor of the vegetation. This imagery can be used in a number of different ways in pre-fire planning and management. For this project, the NDVI mapping will help to identify fuel moistures, areas with hazardous fuel loads, and in particular, help determine areas where tree stress, pests and dieback are likely occurring. Additionally, it will help provide information to model fire behavior and plan pre-fire projects to reduce fuel loads overall.
- Ground Truth Surveys/Tree Tagging/Prioritization (\$133,333) - Following the results of the aerial mapping and analysis, using evaluation criteria developed by our partner experts at the UC's, OC Parks and others, specially trained surveyors that may include, but are not limited to partner experts, student interns, Master Gardeners, along with contracted surveyors, will evaluate suspect trees, geo-reference them with Lat-Lon information in OCFA's Wildland GIS Application and Cal Mapper, plus assign a priority rank for removal based on very specific criteria.
- Tree Removal (\$4 million) - Based on current information alone, University of California experts estimate that approximately 4000 trees have severe enough infestations to warrant removal. Consequently, based on estimates of approximately \$1000 per tree, a figure also confirmed by CAL FIRE, this equates to about \$4 million dollars to remove the just severely infested trees we know about, and does not even count additional ones that could be discovered as a result of this project. As mentioned already, OCFA plans to prioritize tree removals for diseased trees that pose the greatest threat for wildfire, life-safety and spread-potential in the SRA/SRA-Threat areas.
- CEQA - \$50,000 - While it may be possible that a CEQA is not needed for this project due to ones that already exist and areas of exemption, funds have been allocated in case it is.
- Air Curtain Burner (\$100K allowed) - The allowable \$100K equipment purchase will be used to purchase a mobile Air Curtain Burner. Noting there are limited options to dispose of infested wood effectively and efficiently, CAL FIRE suggested that OCFA incinerate the infested wood using an Air Curtain Burner. Overall, this reportedly is the most reliable, quick, cost effective and environmentally friendly method. Moreover, it can be used for many other projects, emergencies, etc. OCFA will house, operate and maintain the Air Curtain Burner after the grant period is over, and will continue to use it for other fuel reduction projects, and wherever it makes sense to do so. Additionally, OCFA will make it available to other entities who need to use it, either on a good will basis, or as a paid project, depending on the circumstance.
- Reforestation Contribution (\$5K) - Because determining appropriate tree species for reforestation is tricky at this time due to the unknown and ever changing information regarding which species are vulnerable to invasive tree pests, OCFA will contribute funds for cactus paddle propagation, which is a safe native alternative.

G2. Are the costs outlined above appropriate for the geography for this project? Sadly, yes. This price tag is the result of long standing inaction by more appropriate entities that could have done something meaningful much sooner. The longer we stand by and watch, the price grows exponentially. OCFA has decided that if nobody else will address this issue, we will to the best of our ability, but it's going to be costly. The costs outlined above for each component are based on real world estimates and quotes, so we have to assume that they are appropriate, based on what is known at this time. Clearly, the most staggering figure is that for tree removal, but that's what the math says. Experts estimate 4000 severely diseased trees x \$1000/tree removal = \$4 million dollars, and that's just for this point in time in Orange County, but getting rid of these is a necessity to make a difference. Admittedly, the restoration contribution is probably insufficient, but we're trying to first focus on stopping the bleeding.

G3. For what OCFA is able to do geographically and jurisdictionally, the proposed costs are appropriate given our limited reach. The scope of the invasive tree pest problem extends far beyond SRA/SRA-Threat boundaries, and in a perfect world, we could conduct this project throughout Orange County. Consequently, OCFA is doing what's within our power, and will be asking partner agencies to piggy back onto our efforts to expand the geography of the project. Regardless, SRA/SRA-Threat is a key battleground for us to tackle since it's where the larger scale risks are in terms of wildfire, life safety and environmental risks.

G4. The primary indirect costs for this project are manpower hours both from OCFA and from our partner organizations. This will include a team effort of OCFA Pre-Fire Management staff to manage all the components, including the contracts, vendors, partners, scheduling, paperwork, CEQA's, etc. Additional OCFA staff from Finance (for grant paperwork/records and expense tracking/audit trail, etc.), Purchasing (Air Curtain Burner), Risk Management (Air Curtain Burner), Operations Support (tree removal, etc.) and especially Crews and Equipment (for Air Curtain Burner operation and maintenance) will also count towards indirect costs. Other indirect costs will be associated with the Air Curtain Burner, including fuel, transportation costs, peripheral tools and equipment needed, plus training and operational costs, insurance, etc.

G5. At this point, it should be evident why each object category/component outlined is critical for this project's success. This is costly, but doing anything less is probably not worth doing.

H. California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions?
2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.
3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?
4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?

H. California Climate Investments

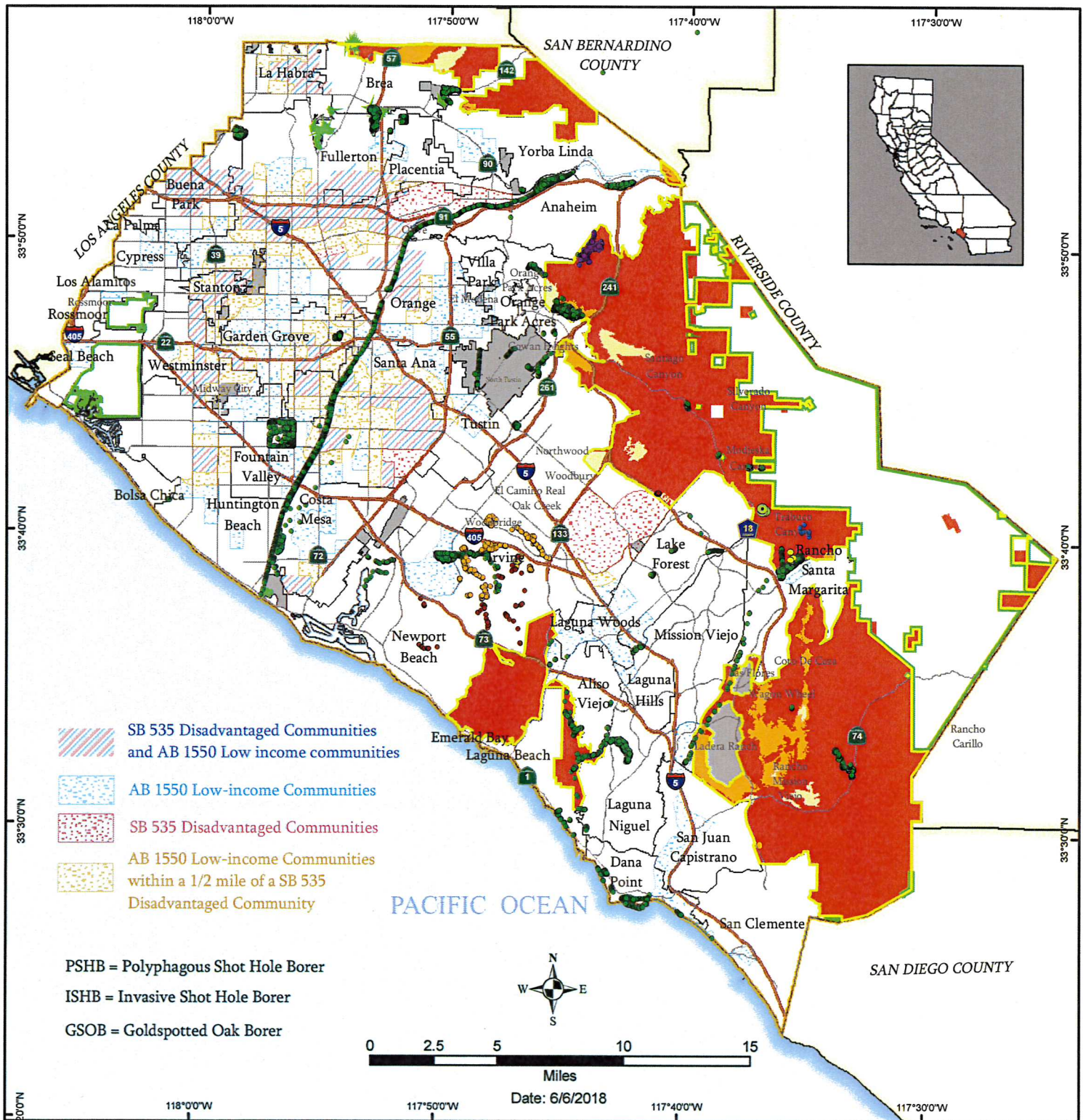
H1. This project will help reduce GHG emissions by: (1) helping to stem tree mortality from invasive tree pest infestations, (2) reducing emissions from more frequent and intense wildfires associated with the tree pests by decreasing fuel loads, and by (3) disposing of the infested trees/biomass in a more environmentally friendly manner.

H2. Judging by the provided map, there are 3 nearby/adjacent communities that may benefit from this project, including a sliver of Yorba Linda (AB1550 Low-Income Communities), a section of Lake Forest (SB 535 Disadvantaged Communities) and Laguna Woods (AB Low Income Communities).

H3. Co-benefits, as previously mentioned, include helping to prevent the spread of invasive tree pest which saves trees. This in turn allows for less GHG emissions, which helps the environment. Also, by reducing the current and potential future fuel loads, it decreases the related wildfire and life-safety risks, and will help improve the environment by limiting GHG emissions linked to more frequent and intense wildfires. Additionally, the Air Curtain Burner will help with the disposal problem for infested wood, by burning it onsite and eliminating the need to transport it to other locations, saving time, the risk of further infestation, and transportation and processing costs.



ORC - Invasive Tree Pest Mitigation & Fuels Reduction Orange County Fire Authority - Project # 17-FP-ORC-2058



ORC - Invasive Tree Pest Mitigation & Fuels Reduction Orange County Fire Authority - Project # 17-FP-ORC-2058

- | | | | | |
|-----------------------------------|-----------------------------|-------------|----------------------|------------------------|
| ● Polyphagous Infested Trees | ● ISHB - O'Neill Preserve | ■ Moderate | ■ FRA | ■ LRA - Unincorporated |
| ● GSOB - Weir Canyon | ● ISHB - OC Parks | ■ High | ■ LRA - Incorporated | ■ OC Boundary |
| ● PSHB - Irvine Ranch Conservancy | ● ISHB - Saddle Creek South | ■ Very High | ■ Project Boundary | |
| ● ISHB - Ferber Preserve | | | ■ SRA / SRA Threats | |



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
October 25, 2018

Agenda Item No. 3E
Consent Calendar

Reserve Firefighter Program Status Update

Contact(s) for Further Information

Mark Sanchez, Assistant Chief Operations Department	marksanchez@ocfa.org	573.573.6014
Andy Kovacs, Division Chief Division 4	andykovacs@ocfa.org	949.275.1220

Summary

This routine item is submitted to provide a status report on the OCFA Reserve Firefighter Program.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Receive and file the report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the Reserve Firefighter Program is included in the FY 2018/19 adopted budget.

Background

This report on the Reserve Firefighter Program activities covers the period of October 1, 2017, to September 30, 2018 (Attachment 1).

Current Reserve Program Status: Consistently operating under budget and effectively augmenting the OCFA's career staff.

Roster Size/Strength: Current roster information is presented for review in Attachment 2.

Recruitment/Hiring: OCFA Reserve Academy #21 began on July 9, 2018 and is currently in progress with 30 participants. The RFF Graduation is scheduled for Saturday, November 3, 2018.

Training/EMS: A Reserve Officer Course will be offered to RFF's in early 2019.

Attachment(s)

1. Summary of Reserve Unit Activity 10/01/17-09/30/18
2. Reserve Program Staffing Levels as of 10/01/18

Reserve Responses
10/1/2017 - 9/30/2018

Attachment 1

City	UNIT	# Dispatched Responses	# Responses Enroute	% Dispatched Enroute	# Responses On Scene	% Dispatched On Scene
San Juan Capistrano	Patrol 7	523	200	38%	139	27%
	Water Tender 7	75	36	48%	10	13%
	Sta. 7 Total	598	236	39%	149	25%
Emerald Bay	Engine 11	42	18	43%	16	38%
	Patrol 11	157	121	77%	93	59%
	Sta. 11 Total	199	139	70%	109	55%
Silverado	Engine 14	24	13	54%	8	33%
	Patrol 14	72	55	76%	37	51%
	Sta. 14 Total	96	68	71%	45	47%
Modjeska	Engine 16	39	24	62%	11	28%
	Patrol 16	94	79	84%	57	61%
	Water Tender 16	96	80	83%	23	24%
	Sta. 16 Total	229	183	80%	91	40%
Irvine	Patrol 26	366	187	51%	98	27%
	Sta. 26 Total	366	187	51%	98	27%
Trabuco Canyon	Patrol 18	89	55	62%	36	40%
	Crew 18	3	0	0%	0	0%
	Sta. 18 Total	92	55	60%	36	39%
Dana Point	Patrol 30	208	59	28%	7	3%
	Air Utility 30	43	11	26%	58	135%
	Sta. 30 Total	251	70	28%	65	26%
Yorba Linda	Patrol 32	218	78	36%	58	27%
	Water Tender 32	81	26	32%	11	14%
	Sta. 32 Total	299	104	35%	69	23%
Fullerton Airport	Hel-Support 41	11	11	100%	6	55%
	Heli-Tender 41	116	53	46%	13	11%
	Heli-Tender 241	162	33	20%	8	5%
	Air Utility 41	0	0		0	
	Sta. 41 Total	289	97	34%	27	30%

Reserve Firefighter Program
STAFFING LEVELS

Reserve Program staffing levels, vacancies, applications, as of October, 2018

Station		Equipment	Total Roster Positions	# Qualified	# Vacancies	# in Academy	% of Total Roster
7	San Juan Capo	Patrol, WT	25	17	4	4	84%
11	Emerald Bay	Engine, Patrol	25	7	18	0	28%
14	Silverado Cyn	Engine, Patrol	25	7	18	0	28%
16	Modjeska Cyn	Engine, Patrol, WT	25	18	6	1	76%
18	Trabuco Cyn	Patrol	20	17	3	0	85%
26	Irvine	Patrol	20	10	3	7	85%
30	Dana Point	Patrol, Air Unit	25	13	10	2	60%
32	Yorba Linda	Patrol, WT	25	17	2	6	92%
C18	Trabuco Cyn	Reserve Hand Crew	35	24	3	8	91%
C41	Fullerton Airport	Heli-Support, WT, Air Unit	35	27	6	2	83%
Totals			260	157	73	30	71%



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
October 25, 2018

Agenda Item No. 3F
Consent Calendar

**Specialty Pay for Accelerant Detection Canine Handler and
Canine Disaster Search Specialist**

Contact(s) for Further Information

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Emergency Operations Bureau

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Brian Norton, Division Chief
Special Operations

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714.573.6761

Summary

This item is submitted to request approval to establish specialty pay for the Accelerant Detection Canine Handler in the Investigation Services Section and the Urban Search and Rescue Canine Disaster Search Specialist.

Prior Board/Committee Action(s)

Not Applicable.

RECOMMENDED ACTION(S)

Establish a 5% specialty compensation for personnel that are trained, certified and assigned canine handlers by the Alcohol, Tobacco and Firearms and the National Disaster Search Dog Foundation.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The cost increase to the FY 2018/19 budget associated with the specialty pay for the remainder of the fiscal year is \$25,207. The ongoing annual cost for future years is \$37,810.

Background

The OCFA has been selected from over 100 applications by the Alcohol, Tobacco, and Firearms to participate in the Accelerant Detection Canine Program (ADCP). There currently are 52 such canines in the program throughout the United States with two handlers in California (San Diego City Fire Department and Los Angeles Fire Department). OCFA's Accelerant Detection Canine will be managed by a handler selected from the Fire Investigation Section. Fire Investigator Shaun Miller has been selected; he will be attending six weeks of training in Front Royal, Virginia. This addition will be an enhancement to our current fire investigation capabilities creating a more robust self-sufficient fire investigation section.

The OCFA Disaster Search Canine Specialist Program works in conjunction with the National Urban Search & Rescue (US&R) Program and our local technical rescue program. In the event of a local, state, or federal terrorist event, natural disaster, or local technical rescue, search canines are used to find lost or trapped victims. These canines have been used extensively at the World Trade Center, Oklahoma City bombing, Northridge earthquake, and the La Conchita mud slide to search for victims. Nationally, there are less than 200 of these search canine teams, fully trained to find live victims. Currently, California Task Force 5 has two trained canines with two additional canines in the process of completing their training.

The request to establish the 5% specialty pay is a result of the increased responsibility borne by the handlers to care, house, and train the canines above and beyond their normal job responsibilities. This recommendation has been discussed with and tentatively approved by Orange County Professional Firefighters Association, Local 3631, (pending Board approval) and General Counsel.

Attachment(s)

None.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
October 25, 2018

Agenda Item No. 5A
Discussion Calendar

Adoption of Revised Conflict of Interest Code

Contact(s) for Further Information

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Sherry Wentz, Clerk of the Authority	sherrywentz@ocfa.org	714.573.6041

Summary

The Political Reform Act requires that every local agency review its Conflict of Interest Code biennially. The Political Reform Act allows public entities to adopt a standard model Conflict of Interest Code that imposes disqualification and disclosure requirements on designated officials and employees. 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 proposed Resolution (Attachment 1) revising the Conflict of Interest Code for the Orange County Fire Authority (OCFA) and to initiate certain additional actions that will ensure that Authority officials and employees will not have any financial interests in agreements or actions the Authority approves.

Prior Board/Committee Action(s)

The Board adopted its last revised Conflict of Interest Code on September 22, 2016. At its September 27, 2018, meeting, the Board of Directors requested staff review the list of designated filers to consider additional reporting requirements relating to outside employment.

RECOMMENDED ACTION(S)

1. 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.
2. Instruct the Fire Chief and General Counsel to include appropriate standard language in all contracts that will prohibit contractors from retaining or employing Authority employees or officers.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

The Political Reform Act requires every public agency in the state to adopt and implement a conflict of interest code consistent with the provisions of state law. In lieu of adopting a separate and detailed local code, the Code of Regulations allows each public agency to essentially adopt by reference a standard model Conflict of Interest Code (Attachment 2). The Authority has adopted the standard model code and amends it from time to time to ensure that its various reporting classifications are current. 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.

We note that the model code, including the code as adopted by the Authority, generally consists of two significant sets of obligations on officers and employees of California public agencies. One is generally labeled as “Disclosure” and deals with the creation of disclosure categories and establishment of reporting obligations of various employees and officers of the Authority. As we noted in the prior meeting’s staff report, upon completion of the review by our General Counsel, Clerk of the Authority, Purchasing Manager, and Executive Management it was determined that our Conflict of Interest Code required an amendment to disclosure requirements to reflect the redlined changes based upon the OCFA’s recent reorganization and consolidation of some designated positions.

The Authority’s Conflict of Interest Code, based on the state’s model code, also addresses a second set of obligations on the Authority’s officers and employees. This second set of obligations are commonly referred to as “Disqualification.” Notwithstanding the requirement to file periodic statements that disclose certain financial interests, officers and employees are also disqualified from participating in the review, consideration, and approval of any matter the officer or employee has a financial interest.

The Board of Directors in its discussion at the last meeting was concerned that reliance solely on the standard disclosure and disqualification provisions of the Authority’s conflict of interest code may not be sufficient to ensure avoidance of potential conflicts of interest or the appearance of conflicts of interest. Of specific interest to the Board was the existence and extent of outside work rules or regulations of the Authority. Attached to this staff report is a copy of General Order No. 6, entitled “Conflict of Interest” (Attachment 3) that contains regulations regarding outside employment.

We recommend the Board consider the inclusion of language in each consultant, supplier and professional services contract or agreement that would prohibit the contractor or consultant from hiring or retaining any Authority employee or officer during the term of the agreement and for one year thereafter.

Attachment(s)

1. Proposed Resolution
2. Model Conflict of Interest Code
3. General Order No. 6

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 25th day of October 2018.

ATTEST:

ED SACHS, CHAIR
Board of Directors

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 821008). 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)~~18700.3, 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 & 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**

Designated Position	Disclosure Category
Assistant Chief/ Fire Marshal (excluding Business Services Department)	OC-41
Assistant Chief/Operations Department	OC-41
Assistant Chief/Support Services Department	OC-41
Assistant Fire Marshal	OC-29
Assistant Information Technology Manager/ Portfolio and Procurement Management	OC-08
Assistant Information Technology Manager/Customer Relations and Consulting	OC-08
Assistant Information Technology Manager/GIS & Data Management	OC-08
Assistant Information Technology Manager/Infrastructure & Workplace Support	OC-08
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 Fire 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 <u>Human Resources</u> 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***

Disclosure Category	Disclosure Description*
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.

Disclosure Category	Disclosure Description*
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 <u>or which it is foreseeable will provide</u> 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”

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$470.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$470 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected

officer has been elected or over which that elected officer's agency has direction and control.

This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

- a. The date the loan was made.
- b. The date the last payment of \$100 or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

- 1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
- 2. A loan that would otherwise not be a gift as defined in this title.
- 3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
- 4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
- 5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$470 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be

made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

GENERAL ORDER

CONFLICT OF INTEREST

Outside employment opportunities are within the rights of any Fire Authority employee. However, the Authority retains the right to require that Authority employees not engage in outside employment or teaching that would interfere with the performance of their assigned duties, or be a conflict of interest in their position with the Authority.

Authority time, property, tools, materials, records, confidential information, vehicles or buildings shall not be used in conjunction with any outside employment or teaching, or for any other personal gain by an Authority employee without direct and specific approval by the Fire Chief.

Authority employees shall not engage in any outside activity, employment or enterprise that is inconsistent, or incompatible with, or in conflict with their duties as Authority employees. Such employment, activity or enterprise includes, but is not limited to, those which involve:

1. The uses of Authority time, facilities, equipment, badge, or uniform for private gain or advantage, or gain or advantage of another entity.
2. The use of prestige or influence of Authority employment for private gain or advantage, or the gain or advantage of another entity.
3. The use of confidential information acquired by virtue of Authority employment for the employee's private gain or advantage, or gain or advantage of another entity.
4. The acceptance of money or other consideration by an employee from any source except the Authority for the performance of an act which the employee would be required or expected to render in the regular course or hours of his/her Authority employment, or as a part of his/her duties as an Authority employee.
5. The performance of an act in other than his/ her capacity as an Authority employee, knowing that such act may later be subject directly or indirectly, to the control, inspection, review, audit, or enforcement by the employee or the department in which he/she is employed.
6. The representation of, or assisting in, the representation of private interests for profit before any board or commission of the County or in court when the Authority is a party.
7. The solicitation of future employment with a business doing business with the Authority over which the employee has some control or influence in his/her official capacity at the time of transaction.
8. Tasks, work conditions, time demands, or schedule demands that detract from job performance with the Authority, or cause the employee to be less efficient.

GENERAL ORDER

CONFLICT OF INTEREST

Authority employees who are engaged in, or who contemplate engaging in outside employment or teaching and are unsure whether that outside employment or activity is in violation of this General Order, shall submit a request through channels to their respective Department Chief. The information submitted shall include a clear and complete description of the activity.

The determination of inconsistency, incompatibility, and conflict made herein are subject to appeal to the Fire Chief presented within twenty days of the publication of this order.

In addition to the provisions of this order, Authority employees should also be aware that California law specifically prohibits the following activities:

1. Asking, receiving or agreeing to receive, any bribe, upon any agreement or understanding that a vote, opinion, or action upon any matter then pending, or which may be brought up for consideration in an official capacity, shall be influenced thereby. (Penal Code - 68)
2. Having financial interest in any contract made by the employee in his/her official capacity or by any body or board of which he/she is a member. (Government Code - 1090)
3. Selling anything to the Authority when official duties are in any way related to the transaction. (Government Code - 1090)
4. The making of, participating in the making of, or using official position to influence, a government decision in which a public official knows, or has reason to know, he/she has a personal financial interest. (Government Code 87100)



Chip Prather
Fire Chief



Orange County Fire Authority **AGENDA STAFF REPORT**

Board of Directors Meeting
October 25, 2018

Agenda Item No. 5B
Discussion Calendar

Fourth Amendment to Amended Joint Powers Authority Agreement **Orange County Fire Authority**

Contact(s) for Further Information

Lori Zeller, Deputy Chief
Administration & Support Bureau

lorizeller@ocfa.org

714.573.6020

Summary

This agenda item is submitted to request the Board to approve the form of, and direct staff to circulate, the Orange County Fire Authority's (OCFA's) Fourth Amendment to the Amended Joint Powers Authority (JPA) Agreement to formalize the OCFA's commitment to its "snowball" accelerated pension liability paydown plan.

Prior Board/Committee Action

At its meeting of June 20, 2018, the Board of Directors reported out of closed session its response to the City of Irvine's June 13 proposal, reiterating its commitment to OCFA's "snowball" accelerated pension liability paydown plan. OCFA further communicated this commitment to the City of Irvine in correspondence dated June 21 and June 25, as detailed herein.

RECOMMENDED ACTION(S)

1. Approve the form of the Fourth Amendment to the Amended JPA Agreement.
2. Direct staff to submit the proposed Fourth Amendment to the Amended JPA Agreement to the OCFA's member agencies for consideration by each member agency's governing body.

Impact to Cities/County

Approval of the Fourth Amendment by two-thirds of the member agencies will further formalize the OCFA's commitment to its accelerated pension paydown plan, thereby honoring the OCFA's commitment to the City of Irvine, and prudently saving interest costs for all OCFA members.

Fiscal Impact

Formalizing the "snowball" pension paydown plan further ensures continued interest savings on behalf of our member agencies, the communities we serve, and Orange County taxpayers, building on the \$18.3 million in interest savings already achieved from the first five years of the plan.

Background

OCFA's "Snowball" Accelerated Pension Paydown Plan

At its meeting of September 26, 2013, the Board of Directors adopted an accelerated pension liability paydown plan, otherwise known as the "snowball" plan, to accelerate payment of its unfunded pension liability more quickly than the timeframe required for payment by the Orange County Employees Retirement System (OCERS), thereby saving future interest costs and improving the funding status of the OCFA's pension plan.

Since the plan was adopted, the OCFA's unfunded pension liability has steadily declined from \$473.8 million to \$400.6 million, and the funding status has consistently improved from 65% to 79%. Per the OCERS actuary, OCFA is on track to achieve an 85% funding level by December 2020, and has already achieved an interest savings totaling \$18,332,085.

City of Irvine's June 13 Proposal and June 27 Notice of Withdrawal

On June 13, 2018, the City of Irvine provided a proposal to the OCFA seeking, among other proposal elements, that OCFA commit to a pension pay down strategy (Attachment 1). On June 21 and June 25, the OCFA responded to the City's proposal, reiterating its commitment to OCFA's "snowball" accelerated pension liability paydown plan, in addition to other commitments made by OCFA regarding service enhancements proposed to be implemented in the City (Attachments 2 and 3). On June 27, 2018, the City provided OCFA with a Notice of Withdrawal seeking the initiation of good faith negotiations (Attachment 4).

OCFA ultimately desires to retain Irvine as a key member, and staff will certainly negotiate in good faith, as requested by Irvine. At the same time, OCFA desires to continue progress on the commitments made in its June 21 and June 25 responses to the City. The OCFA is hopeful that, with these continued actions honoring our commitments, the City will elect to rescind its Notice of Withdrawal.

JPA History and Proposed Fourth Amendment to the Amended JPA Agreement

The OCFA was formed in 1995 to provide regional fire protection and related services to the County of Orange and 18-member cities. Subsequent to formation, 6 additional cities have become members of the OCFA. The original JPA Agreement was amended on September 23, 1999, and renewed in 2010 by the First Amendment, which provided for a term that runs through 2030. In 2013, OCFA's members approved a Second Amendment to the Amended JPA, in an attempt to address concerns by the City of Irvine; however, the Second Amendment was subsequently invalidated by court judgment. In 2015, a Third Amendment was approved by OCFA's members which eliminated alternate Directors to the OCFA Board.

Staff is now proposing a Fourth Amendment to formalize the OCFA's commitment to its "snowball" accelerated pension liability paydown plan (Attachment 5). After Board approval of the form of the Fourth Amendment, staff will submit the proposed amendment to the governing bodies of OCFA's member agencies for actual approval. In order to become effective, the Fourth Amendment must be approved by at least two-thirds (e.g., 16 of 24) of the member agencies' governing bodies. Staff is requesting the Board of Directors to approve the form of the Fourth Amendment for distribution to the member agencies for their consideration.

Furthermore, separate from this agenda item, staff will continue recommending additional service enhancements for Board consideration (as detailed on the "Providing Additional Value to the City of Irvine" document), for implementation in the City of Irvine.

Attachment(s)

1. June 13, 2018, City of Irvine Proposal to OCFA
2. June 21, 2018, OCFA Response to June 13 Proposal
3. June 25, 2018, OCFA Follow-up to OCFA's June 21 Response
4. June 27, 2018, City of Irvine Notice of Withdrawal
5. Proposed Fourth Amendment of the Amended JPA Agreement



Donald P. Wagner, Mayor

cityofirvine.org

1 Civic Center Plaza, Irvine, CA 92606-5208

949-724-6233

June 13, 2018

Mr. Ed Sachs, Chair
Orange County Fire Authority Board
1 Fire Authority Road
Irvine, CA 92602

Dear Chair Sachs:

The City of Irvine (City) has long been concerned that the property taxes paid by Irvine citizens for Orange County Fire Authority (OCFA) fire services far exceeds the costs that OCFA incurs to deliver those services (Overpayment). In the past, OCFA and its member agencies have expressed an interest in addressing Irvine's concerns (and, indeed, approved an amendment to the OCFA Joint Powers Agreement (JPA) to partially remedy that inequity). Unfortunately, those efforts were overturned by a Court, and Irvine's inequitable over-contribution to OCFA remains a lingering and significant problem.

Because the problem remains, Irvine has been forced to evaluate its options, including the option of terminating its membership in OCFA. In fact, on May 22, 2018, the City Council directed that if its interests with regard to the Overpayment are not addressed, it will terminate its membership in OCFA. The Notice of Termination would be effective as of 2020, but under the JPA must be delivered to OCFA by the end of June 2018. This letter outlines Irvine's interests and provides a proposal for OCFA's consideration.

First, Irvine has an interest in seeing that OCFA's massive pension liability is paid down. Second, Irvine seeks a formal commitment that OCFA will provide to the Irvine community the "Added Value Items" listed in Attachment 1 (a list prepared by OCFA). Third, Irvine has an interest in assuming control and responsibility for providing fire services to its citizens, but is willing to defer realizing that interest until 2030. Fourth Irvine wants a current commitment that **in 2030** OCFA will transfer to the City ownership of the fire stations, other OCFA-owned real property in Irvine, and all of the associated equipment. Fifth, Irvine wants to obtain current commitment that **in 2030** the property taxes allocated to OCFA will be transferred to the City.

Consistent with the above interests, Irvine outlines the following proposal:

1. Irvine would commit to remain a member of OCFA through the expiration of the JPA in 2030.

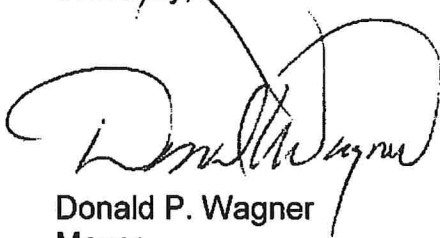
2. OCFA would commit to a pension pay down strategy that would devote a significant portion (if not all) of the Overpayment to paying down OCFA's pension liability.
3. OCFA would commit to implementing the list of "Added Value Items" to the Irvine community.
4. OCFA would commit that upon the expiration of the JPA, all of the fire stations and OCFA-owned real property in Irvine, together with the equipment necessary to operate those properties, will be transferred to the City.
5. OCFA, its member agencies, the County of Orange, and Irvine would enter into a property tax transfer agreement under which, commencing in 2030, the property taxes from Irvine that are currently being allocated to OCFA will be transferred to the City.

The City Council believes that this proposal provides stability and certainty to OCFA, its member cities, and its employees. It also takes important steps toward solving OCFA's pension liability conundrum — an issue that, unless solved, will have significant negative impact to OCFA's employees and the people of Orange County.

We hope that you share our interest in pursuing this proposal and, if so, that you will take the steps necessary to extend the June 30, 2018 deadline for the City to give notice of its intent to terminate its membership in the OCFA (with the termination effective as of 2020). Because the June 30, 2018 deadline is quickly approaching, we would appreciate your prompt response to this letter. I anticipate the City Council will consider that response at its June 26, 2018 meeting.

I look forward to your prompt response.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald P. Wagner", written over a horizontal line.

Donald P. Wagner
Mayor

Attachment 1

cc: Irvine City Council
Brian Fennessy, Fire Chief
Lori Zeller, Assistant Chief of Business Services

Orange County Fire Authority
Providing Additional Value to the City of Irvine
October 5, 2017
(Status Updates as of April 4, 2018)

Planned Service Enhancements (traditional services, maintaining standards for core service delivery)

Expanded Fire Station 20 Staffing

Twelve frontline Operations personnel are planned for implementation to staff Truck 20 when the newly constructed, permanent Fire Station 20 opens later this fiscal year. The addition of this personnel (6 Firefighters, 3 Fire Apparatus Engineers, and 3 Captains) is funded for the last few months of the current FY, and carries a full annual cost of approximately \$3 million per year.

- Station 20 is anticipated to open in July 2018, and implementation of Truck 20 (with added staffing of twelve new firefighters) is scheduled to occur on July 6th.

New Battalion 10

OCFA plans to create a new Battalion in the City of Irvine, splitting the supervisory workload of the many Irvine Fire Stations among two battalions instead of the one that currently exists. The addition of Battalion 10 will require funding for three Battalion Chiefs in OCFA's budget at approximately \$1 million per year. The staffing and support equipment for this Battalion will be requested as part of the FY 2018/19 budget for implementation July 1, 2018, which approximates the timing for the expanded station staffing that is also planned for implementation at permanent Fire Station 20.

- Funding for new Battalion 10 is included in the FY 2018/19 Proposed Budget, which will be submitted to the OCFA Board of Directors for adoption on May 24, 2018. Upon Board approval, the implementation of the three new Battalion Chief positions is scheduled to occur on July 6th.

Added Fire Station, IBC

The OCFA recognizes the imminent need for additional response capabilities to the IBC and adjacent areas. Increasing congestion, demand due to municipal growth, elevated patient contact times after arrival on scene, and the high-risk response areas of the airport, university, and high-rise office and residential buildings of the IBC are evidence that additional OCFA coverage will be needed. OCFA would like to move forward with identification of a location for a new fire station in the IBC. Additionally, OCFA would like to discuss partnering with the City of Irvine for a joint-use property (ex: city park and fire station).

- Significant effort and outreach has been performed in search of a suitable location for this new proposed station (Fire Station 52) to serve the IBC area.
- An IRWD property initially looked promising, but IRWD has formally declined our request to potentially purchase the land, citing their desire to retain the land.
- Allergan has indicated willingness to potentially offer land it owns to OCFA for purchase, prior to placing the land for sale open-market.

Orange County Fire Authority
Providing Additional Value to the City of Irvine
October 5, 2017
 (Status Updates as of April 4, 2018)

- OCFA has engaged its real estate consultant to assist in searching for alternative sites and potentially to assist in determining appropriate value of the Allergan site in order to make recommendations to the OCFA Board for entering into land-purchase negotiations.
- Discussions continue with UCI regarding a potential site at their North Campus near Jamboree and Campus.

Non-Traditional and/or Value-Added Services for Discussion & Consideration

Financial Value

1. Accelerated Pension Paydown Plan

Explore methods to alter OCFA's Accelerated Pension Paydown Plan to specifically allocate the value of the accelerated payments to the pro-rata share of pension liability for specific Structural Fire Fund (SFF) members. The allocation would apply to those SFF members deemed over-funded per the equity formula specified in the OCFA's Joint Powers Agreement.

- OCFA developed a potential method for prorating OCFA's total unfunded pension liability to all member agencies first, and then secondarily allocating the value of accelerated pension payments **only to SFF members deemed over-funded** (per the equity formula defined in the JPA).
- Using this method, Irvine's prorated share of OCFA's unfunded pension liability at the beginning of FY 2017/18 would have equated to \$80.7 million. The \$80.7 million value would have been reduced during FY 2017/18 by \$9.7 million from application of OCFA's accelerated payments.

Services to Jointly Benefit Irvine Police Department & Fire Services

2. Joint Police-Fire Training Facility

Explore construction of a joint IPD-OCFA Training Facility in the City of Irvine. OCFA would seek legal guidance, budget options, and Board approval to fund the facility construction through the OCFA Capital Improvement Program budget. Approximately \$19.5 million remains set-aside in OCFA reserves from the prior JEAP payments that were overturned by the Appellate Court.

- Preliminary consideration has been given to the feasibility of using land behind the new Fire Station 20 for a potential joint police-fire training facility. Dialogue with the governing bodies of OCFA and the City of Irvine is key to enable further development of this concept.

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Orange County Fire Authority
Providing Additional Value to the City of Irvine
October 5, 2017
(Status Updates as of April 4, 2018)

- OCFA has assembled a multi-disciplinary project team (to include an IPD Representative) to further develop the scope of this project in order to issue an RFP and determine the cost.
- After the RFP process is complete, OCFA staff will submit the project and funding request to its Board of Directors for consideration.

4. Connect OCFA and IPD CAD Systems

OCFA could seek funding for a project to connect the OCFA's Computer-Aided-Dispatch (CAD) System with the IPD's CAD System. The intent would be to provide for seamless and expedited call-transfer capabilities, and to improve situational awareness for both Police and Fire personnel.

- No updates at this time.

5. Data Center Partnership for Disaster Preparedness

OCFA could partner with the City to provide the City with additional rack space in the OCFA's Data Center, for use by the City for additional disaster preparedness options.

- This concept was initially identified to be of lesser priority/value compared to the other initiatives. Pending further definition of vision and value.

Dedicated Service Options

6. Dedicated Field Inspectors (2)

Volume of construction activity in the City of Irvine is significant, and as construction continues, the annual inspection workload is also increasing. Year-to-date, Irvine has issued 155 commercial and 1,245 residential permits. In addition, there are currently 81 high rise structures with 6 additional in the planning phases and numerous community entertainment and recreational venues underway. OCFA could explore enhanced Inspection Services to the City with 2 additional Field Inspectors assigned specifically to Irvine. These 2 positions would be in addition to current resources already serving the City.

- No updates at this time.

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Our pre-fire management team works very closely with the Irvine Ranch Conservancy and are aware of the city's fuel mitigation and road maintenance needs. OCFA can help by assisting with fuel mitigation, maintenance of open interior space (like Bommer Canyon and Turtle Rock areas), and road way maintenance in the interface. OCFA could explore the provision of a seasonal team of 8 handcrew firefighters and one supervisor for 5 to 6 months per year, dedicated to services in Irvine.

- OCFA's Pre-Fire Management staff engaged in preliminary discussion with the City Forester, indicating interest.

Orange County Fire Authority
Providing Additional Value to the City of Irvine
October 5, 2017
 (Status Updates as of April 4, 2018)

- With further support from both agencies' governing bodies, OCFA staff will prepare a detailed project plan and funding request for review by its Board of Directors.

Alternative Service Options

8. Alternative Service

Over the last 5-10 years, America's Fire based EMS service providers have seen a significant increase in 911 calls. The cause of these increases has not been widely studied but anecdotally has been attributed to changes in health care coverage and an increasing comfort and familiarity with the 911 system. A sizeable portion of these calls are not emergencies in the traditional sense such as a heart attack, stroke or car accident. Many 911 calls are for citizens who are suffering from non-life threatening illnesses or injuries such as twisted ankles, small lacerations, sub-acute mental illness issues, or even the common cold/flu.

EMS providers are creatively modifying the way in which they respond to these calls. The methods are known as "alternative service delivery" options and are utilized on calls for service that are sub-acute in nature. The following are two possible service delivery models that could be trialed in Irvine:

- Pre-position a nurse practitioner and OCFA paramedic on a quick response vehicle to handle the sub-acute calls. The team performs treatment modalities in the home, referring the sick and injured to their own doctors or urgent care centers for follow up.
- Patients are transported to urgent care and specialty clinics, as well as doctor's offices rather than just emergency rooms.

Options such as these can maintain the availability of rescuers for truly emergent 911 calls, lessen emergency responses in the community, and help keep the emergency room doors open by routing sub-acute patients to other treatment providers.

- OCFA has held initial discussions with its Emergency Medical Services Section to discuss these, and other possible opportunities.
- An alternate response unit is operational in Anaheim and research will be needed to further understand their scope and services offered. OCFA's EMS Section is researching data to identify associated needs.
- Trial studies of the alternate destination option has been completed in the cities of Newport Beach, Huntington Beach, and Fountain Valley. The program was successful and there is pending legislation (SB944) to enable this to become an approved method of patient care. Without the legislation, the current paramedic scope of practice does not allow this option.
- Other options include:
 - Possible CPR and/or bleeding control outreach and education to high school age kids
 - Medical and medication information for first responders in Irvine. We are currently researching options.

**ORANGE COUNTY FIRE AUTHORITY**

P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602

Ed Sachs, Board Chair

(714) 573-6000

www.ocfa.org

June 21, 2018

The Honorable Donald P. Wagner
City of Irvine
1 Civic Center Plaza
Irvine, CA 92606-5208

Subject: Response to June 13, 2018, Proposal

Dear Mayor Wagner,

Thank you for your letter of June 13, 2018, setting forth Irvine's proposal for OCFA's consideration. The OCFA Board values Irvine's partnership in the vital regional fire and emergency services that OCFA delivers to the over 2 million residents in Orange County. This letter responds to the five points in your proposal and to the request to extend the June 30, 2018, deadline to give notice of intent to withdraw.

1. "Irvine would commit to remain a member of the OCFA through the expiration of the JPA in 2030."

The OCFA appreciates the City's commitment to remain a central part of our regional service model. We share your belief in the many vital protections and benefits that OCFA delivers every day to the public, and we are proud of the many enhanced services that this regional model enables us to deliver to the City of Irvine.

2. "OCFA would commit to a pension paydown strategy that would devote a significant portion (if not all) of the Overpayment to paying down OCFA's pension liability."

The OCFA Board is happy to reiterate its commitment to paying down its pension liability. Our commitment is demonstrated by the success the Authority is already achieving in the first five years of implementing the OCFA's "snowball" pension liability paydown plan. The OCFA Board first adopted the paydown plan in 2013 and since that time the OCFA's voluntary overpayments to OCERS (that is, payment in excess of the payments required by OCERS) have totaled \$80.1 million. Part of the beauty of the snowball plan is that each year's pension overpayments enable even larger voluntary payments to be made each following year as the total retirement liabilities are reduced.

By implementing this plan, OCFA has already achieved 79% funding of its pension liability, placing it among the top ranks of pension funding among public agencies in Orange County, and OCFA has saved over \$11.5 million in interest.

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

RESIDENTIAL SPRINKLERS AND SMOKE ALARMS SAVE LIVES

With continued implementation of the plan (and based on OCERS' most current actuarial assumptions), OCFA expects to reach 85% funding in three years, and full (100%) funding of pension liabilities by 2026/27. The OCFA Board has committed this plan to action and is happy to devote a significant portion of the structural fire funds from Irvine property taxes to pay down OCFA's remaining pension liability.

3. "OCFA would commit to implementing the list of 'Value Added Items' to the Irvine Community."

With one exception, the OCFA Board is happy to reiterate its interest in implementing the items described in the OCFA's "Providing Additional Values to the City of Irvine" list attached previously transmitted to you and attached hereto for your reference.

Regarding Item 2 in the list of "Non-Traditional and/or Value Added Services for Discussion & Consideration" (Joint Police-Fire Training Facility) OCFA is concerned about devoting substantial financial resources for the capital improvements that would be necessary to establish a Joint Police-Fire Training Facility in Irvine if the facility would only be a joint-partnership resource until 2030. Given the time to plan, design and construct the facility, the joint-partnership might only benefit from the facility for a few years until 2030. OCFA prefers to undertake such intensive capital projects when they involve a significantly longer duration of time-commitment to the joint-benefit partnership. As a result, this item will require further discussion before the OCFA will consider implementing it.

4. "OCFA would commit that upon expiration of the JPA, all of the fire stations and OCFA-owned real property in Irvine, together with the equipment necessary to operate these properties, will be transferred to the City."
5. "OCFA, its member agencies, the County of Orange, and Irvine would enter into a property tax transfer agreement under which, commencing in 2030, the property taxes from Irvine that are currently being allocated to OCFA will be transferred to Irvine."

OCFA respectfully declines proposals 4 and 5. Negotiations regarding the value of, and consideration to be paid for, the properties owned by OCFA in 2030, and any proposed reallocation of structural fire fund revenues and the relative needs for those revenues in 2030, should be undertaken much nearer to 2030. At that time the property values, revenues, relative needs, and relevant legal setting for the financial proposals will be far better informed than is possible today.

Finally, the OCFA Board does not have the authority to approve the request to extend the June 30, 2018, deadline to give notice of intent to withdraw. That deadline was agreed upon in the Amended Joint Powers Agreement that was approved by all of the OCFA's member agencies, including Irvine, a decade ago. And that Agreement provides that such an amendment to its terms would require approval of at least two-thirds of the member agencies of the OCFA, which is to say two-thirds of the city councils of the member cities and the County Board of Supervisors. Thus, the OCFA Board does not have the authority under the Amended JPA Agreement to extend that particular deadline.

The OCFA looks forward to continuing our close partnership with Irvine in delivering world-class emergency services to Irvine's residents and businesses, utilizing the expanding arsenal of regional (and Federal) fire, disaster and medical services, equipment and professionals that OCFA brings to bear. And we look forward to working with you to implement items 1 through 3 of the proposal as outlined above, including aggressively paying down the OCFA's pension liabilities over the next decade.

We look forward to your response.

Sincerely,

A handwritten signature in black ink, reading "Ed Sachs". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Ed Sachs
Board Chair

Attachment: City of Irvine - Value Added OCFA Services Update as of May 23, 2018

cc: OCFA Board of Directors
Irvine City Council
Brian Fennessy, Fire Chief
Lori Zeller, Assistant Chief of Business Services

Orange County Fire Authority
Providing Additional Value to the City of Irvine
October 5, 2017

Attachment 2

(Status Updates as of May 23, 2018 in blue font)
(Newly Added Enhancement as of May 23, 2018 in green font)

Planned Service Enhancements (traditional services, maintaining standards for core service delivery)

Expanded Fire Station 20 Staffing

Twelve frontline Operations personnel are planned for implementation to staff Truck 20 when the newly constructed, permanent Fire Station 20 opens later this fiscal year. The addition of this personnel (6 Firefighters, 3 Fire Apparatus Engineers, and 3 Captains) is funded for the last few months of the current FY, and carries a full annual cost of approximately \$3 million per year.

- Station 20 is anticipated to open in June 2018, and implementation of Truck 20 (with added staffing of twelve new firefighters) is scheduled to occur on July 6th.

New Battalion 10

OCFA plans to create a new Battalion in the City of Irvine, splitting the supervisory workload of the many Irvine Fire Stations among two battalions instead of the one that currently exists. The addition of Battalion 10 will require funding for three Battalion Chiefs in OCFA's budget at approximately \$1 million per year. The staffing and support equipment for this Battalion will be requested as part of the FY 2018/19 budget for implementation July 1, 2018, which approximates the timing for the expanded station staffing that is also planned for implementation at permanent Fire Station 20.

- Funding for new Battalion 10 is included in the FY 2018/19 Proposed Budget, which will be submitted to the OCFA Board of Directors for adoption on May 24, 2018. Upon Board approval, the implementation of the three new Battalion Chief positions is scheduled to occur on July 6th.

Added Fire Station, IBC

The OCFA recognizes the imminent need for additional response capabilities to the IBC and adjacent areas. Increasing congestion, demand due to municipal growth, elevated patient contact times after arrival on scene, and the high-risk response areas of the airport, university, and high-rise office and residential buildings of the IBC are evidence that additional OCFA coverage will be needed. OCFA would like to move forward with identification of a location for a new fire station in the IBC. Additionally, OCFA would like to discuss partnering with the City of Irvine for a joint-use property (ex: city park and fire station).

- Significant effort and outreach has been performed in search of a suitable location for this new proposed station (Fire Station 52) to serve the IBC area.
- An IRWD property initially looked promising, but IRWD has formally declined our request to potentially purchase the land, citing their desire to retain the land.
- OCFA may engage its real estate consultant to assist in searching for alternative sites and potentially to assist in determining appropriate value of sites in order to make recommendations to the OCFA Board for entering into land-purchase negotiations.

Orange County Fire Authority
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- Discussions continue with UCI regarding a potential site at their North Campus near Jamboree and Campus. Chief Fennessy and Chief McKeown have a scheduled meeting with the Vice Chancellor on May 31st.

Added Staffing to Heavy Rescue 6

OCFA is interested in defining plans to constantly staff Heavy Rescue 6 (HR6) with 4 personnel daily, per shift (twelve employees total). This highly specialized rescue unit is currently cross-staffed with personnel from Truck 6. With the daily staffing of HR6, the addition of twelve new positions will be required as well as potential relocation of Truck 6 to another nearby Irvine fire station. The addition of these personnel (6 Firefighters, 3 Fire Apparatus Engineers, and 3 Captains) carries a full annual cost of approximately \$3 million per year. A new Heavy Rescue Vehicle would carry a cost of approximately \$900,000.

Non-Traditional and/or Value-Added Services for Discussion & Consideration

Financial Value

1. Accelerated Pension Paydown Plan

Explore methods to alter OCFA's Accelerated Pension Paydown Plan to specifically allocate the value of the accelerated payments to the pro-rata share of pension liability for specific Structural Fire Fund (SFF) members. The allocation would apply to those SFF members deemed over-funded per the equity formula specified in the OCFA's Joint Powers Agreement.

- OCFA developed a potential method for prorating OCFA's total unfunded pension liability to all member agencies first, and then secondarily allocating the value of accelerated pension payments **only to SFF members deemed over-funded** (per the equity formula defined in the JPA).
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Irvine is experiencing tremendous growth in large multifamily residential, commercial, high rise and major entertainment/recreational properties. These occupancies present unique challenges for first responders to access and navigate. OCFA could explore an OCFA-funded project to hire a contracted mapping firm to create response maps for high rise occupancies in Irvine, for joint use by both Police and Fire personnel.

- OCFA assembled a multi-disciplinary project team (including an IPD Representative) to further develop the scope of this project for preparation of an RFP and to determine the cost. As a result an RFP was issued and is pending responses.
- After the RFP process is complete, OCFA staff will submit the project and funding request to its Board of Directors for consideration.

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OCFA could seek funding for a project to connect the OCFA's Computer-Aided-Dispatch (CAD) System with the IPD's CAD System. The intent would be to provide for seamless and expedited call-transfer capabilities, and to improve situational awareness for both Police and Fire personnel.

- No updates at this time.

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6. Dedicated Field Inspectors (2)

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- OCFA's Pre-Fire Management staff engaged in preliminary discussion with the City Forester, indicating interest.
- A project plan is being developed for consideration by the OCFA's Budget and Finance Committee and Board of Directors in June 2018.

Alternative Service Options

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 - An alternate response unit is operational in Anaheim and research will be needed to further understand their scope and services offered. OCFA's EMS Section is researching data to identify associated needs.
 - Trial studies of the alternate destination option has been completed in the cities of Newport Beach, Huntington Beach, and Fountain Valley. The program was successful and there is pending legislation (SB944) to enable this to become an approved method of patient care. Without the legislation, the current paramedic scope of practice does not allow this option.
 - Other options include:
 - Possible CPR and/or bleeding control outreach and education to high school age kids or City Staff
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ORANGE COUNTY FIRE AUTHORITY

P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602
 Ed Sachs, Board Chair (714) 573-6000 www.ocfa.org

June 25, 2018

The Honorable Donald P. Wagner
 City of Irvine
 1 Civic Center Plaza
 Irvine, CA 92606-5208

Re: Follow-up to OCFA's June 21, 2018, Response to Irvine's Proposal

Dear Mayor Wagner:

Since I sent you the OCFA's response to your letter of June 13, 2018, I've received questions that I believe will benefit from further clarification prior to your June 26 City Council meeting.

OCFA's Accelerated Pension Paydown Plan (aka "Snowball Plan")

In our June 21, 2018, response, the OCFA Board reiterated its commitment to paying down its pension liability. The OCFA has a Board-adopted plan in place (since 2013) that accelerates payments towards OCFA's unfunded pension liability until we achieve an 85% funding level. At that time, the OCFA will direct the accelerated payments towards its unfunded retiree medical liability, while OCFA continues funding its pension liability with regular payments, as required by OCERS. Should circumstances subsequently change, which might later cause the pension funding to drop below the 85% threshold, OCFA will again direct its accelerated payments towards the pension liability to return the funding level back to 85%.

To further reassure the Irvine City Council of the OCFA's commitment, it is my intent to work towards a formal amendment to the OCFA's Joint Powers Agreement (JPA) which will further memorialize this pension funding goal. An amendment to the JPA must be approved by 2/3 of the OCFA member agencies' governing bodies in order to become effective. This means that once the proposed amendment is achieved, it cannot be reversed without requiring a new approval by 2/3 of the member agencies' governing bodies.

The OCFA respects the City of Irvine's desire to see this pension strategy memorialized, and I hope this above clarification provides you with the needed assurance.

Joint Police-Fire Training Facility

In our June 21, 2018, response, the OCFA Board reiterated its interest in implementing the items described in the OCFA's "Providing Additional Values to the City of Irvine" list, with one exception which was the Joint Police-Fire Training Facility.

The OCFA excluded this facility due to our perception that, even if we achieve agreement to retain Irvine as an OCFA member beyond 2020, it appears that Irvine intends to conclude its membership

Mayor Donald P. Wagner
June 25, 2018
Page 2

in OCFA in 2030. As you know, building a facility such as the one under discussion is a major capital investment that can involve a substantial "mortgage." It will take multiple years to plan, scope, design, and then construct the facility. If we are to believe that Irvine intends to leave OCFA in 2030, then that would leave us with only a few years to enjoy joint-partnership in the facility, but many-many years of "mortgage."

The joint-police fire facility is a concept that OCFA remains interested in discussing as part of a long-term partnership with the City of Irvine.

Continued Discussions to Solidify OCFA-Irvine Partnership

The OCFA Board values Irvine's partnership in the vital regional fire and emergency services that OCFA delivers to the over 2 million residents in Orange County. A recent quote in the Orange County Register to the effect that "OCFA tells Irvine to pound sand" was made by an individual and does not reflect the majority of the full OCFA Board.

It is my hope that you'll accept this clarification in the collaborative spirit that it is intended, with our goal to continue positive discussions to retain and solidify our OCFA-Irvine partnership.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ed Sachs".

Ed Sachs
Board Chair

cc: OCFA Board of Directors
Irvine City Council
Brian Fennessy, Fire Chief
Lori Zeller, Assistant Chief of Business Services



Donald P. Wagner, Mayor

cityofirvine.org

1 Civic Center Plaza, Irvine, CA 92606-5208

949-724-6233

June 27, 2018

Mr. Ed Sachs, Chair
Orange County Fire Authority Board
One Fire Authority Road
Irvine, CA 92602

Dear Mr. Sachs:

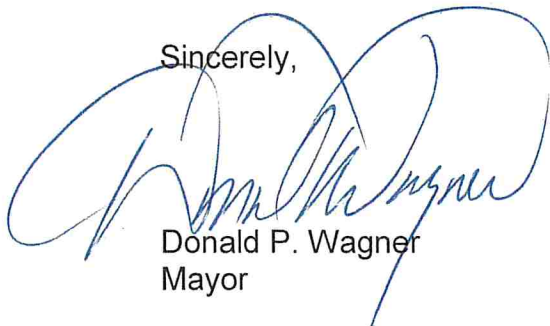
Pursuant to Article VII, Section 1(B)(1) of that "Amended Orange County Fire Authority Joint Powers Agreement," dated as of September 23, 1999, by and between the following public entities (collectively, the "Members"): Buena Park, Cypress, Dana Point, Irvine, Laguna Hills, Laguna Niguel, Lake Forest, La Palma, Los Alamitos, Mission Viejo, Placentia, San Clemente, San Juan Capistrano, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively, the "Cities") and the County of Orange (the "County"), (the "Joint Powers Agreement"), as amended by Section 6 of that "First Amendment to Amended Joint Powers Authority Agreement," dated as of July 1, 2010, by and between the following public entities: Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Seal Beach, Stanton, Tustin, Villa Park, Westminster, Yorba Linda, and the County of Orange (the "First Amendment"), the City of Irvine ("Irvine") hereby gives notice of withdrawal from the Orange County Fire Authority (the "Authority"), and all benefits and obligations relating thereto as set forth in the Joint Powers Agreement, as amended, on June 30, 2020. In addition, Irvine hereby requests that all relevant parties engage in good faith property tax transfer negotiations as referenced in Article VII, Section 1(E) of the Joint Powers Agreement, as amended. Likewise, Irvine hereby requests the initiation of good faith negotiations with the Authority for return or repurchase of any and all stations and equipment located in or serving Irvine's jurisdictional boundaries as referenced in Article VII, Section 4 of the Joint Powers Agreement, as amended. Finally, Irvine requests initiation of good faith negotiations with the Authority regarding modification of its payment obligations, if any, as referenced in Article VII, Section 1(F) of the Joint Powers Agreement, as amended.

As set forth more specifically in my letter to you dated June 13, 2018, the City Council remains committed to working with the Authority, its member cities, and

Mr. Ed Sachs, Chair
June 27, 2018
Page 2

its employees in an atmosphere of good faith and fair dealing to ensure the Authority's long term financial stability while, at the same time, protecting the interests of Irvine residents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Donald P. Wagner", is written over the word "Sincerely,".

Donald P. Wagner
Mayor

cc: Irvine City Council
Brian Fennessy, Fire Chief
Laurie Zeller, Assistant Chief of Business Services
Grace Leung, Acting City Manager
Jeff Melching, City Attorney

**FOURTH AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT
ORANGE COUNTY FIRE AUTHORITY**

This Fourth Amendment ("Fourth Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority"). This Fourth Amendment requires the approval of two thirds of the members to go into effect, and it shall be effective when approved by a sixteenth member.

RECITALS

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995, pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, pursuant to the 1999 Amended Agreement the members provided for the provision of Fire Services and the joint financing of Fire Services; and

WHEREAS, on July 1, 2010, the members entered into the First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, on November 18, 2013, the required number of member agencies approved the Second Amendment to the Amended Joint Powers Agreement ("Second Amendment") which amended several provisions of the 1999 Amended Agreement. However, a final court judgment subsequently invalidated the Second Amendment, so the Second Amendment became, and remains, inoperative; and

WHEREAS, on July 14, 2015, the required number of member agencies approved the Third Amendment to the Amended Joint Powers Agreement ("Third Amendment") to eliminate alternative Board Directors;

WHEREAS, the Amended Joint Powers Agreement, as amended by the First Amendment and Third Amendment, is referred to herein as the "Amended Joint Powers Agreement and Its Operative Amendments";

WHEREAS, the members wish to adopt this Fourth Amendment to the Amended Joint Powers Agreement and Its Operative Amendments to formalize the OCFA's commitment to its "snowball" accelerated pension liability paydown plan on the terms and conditions set forth herein.

NOW THEREFORE, the members agree to amend the Amended Joint Powers Agreement and Its Operative Amendments as follows:

AGREEMENT

1. Article IV of the Amended Joint Powers Authority Agreement and Its Operative Amendments is amended to add Section 7, to read as follows:

7. Payments to Reduce Unfunded Pension Liability.

- A. Except as provided in subsection C, the OCFA Board shall appropriate funds in its budget annually consistent with, or greater than, the budgetary payments called for in the “snowball” accelerated pension liability paydown plan approved by the OCFA Board of Directors on September 26, 2013, and amended on November 19, 2015, November 17, 2016, and March 23, 2017.
- B. Payments will be greater than those appropriated in the OCFA’s budget annually when triggered by a Net General Fund Surplus (per the Financial Stability Budget Policy). Payments from the “Net General Fund Surplus” are hereby deemed as derived from revenues received by overfunded structural fire fund cities as determined by the equity calculation required under Article IV, Section 4 – Equity.
- C. Appropriations and payments required by subsection A and B may be reduced to the extent the Board determines, by vote approved by two-thirds of the Board, is necessary to address a fiscal hardship.
 - 1) For purposes of this section, “fiscal hardship” shall refer to a substantial reduction in OCFA anticipated revenue and/or a significant increase in anticipated expenses that are beyond the reasonable control of the OCFA Board.

2. This Fourth Amendment amends the 1999 Amended Agreement and Its Operative Amendments, and except as specifically amended herein, the 1999 Amended Agreement And its Operative Amendments shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]



Orange County Fire Authority **AGENDA STAFF REPORT**

**Board of Directors Meeting
October 25, 2018**

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

City of Irvine Service Enhancement Seasonal Handcrew Program

Contact(s) for Further Information

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Summary

This item is submitted to request approval for a Seasonal Handcrew Program committed to serving the City of Irvine. The Program will include 10 Seasonal Handcrew Firefighters, a Superintendent, and outfitting costs necessary to implement a six-month program designed to perform hazardous fuels reduction and vegetation management projects identified collaboratively by City staff and OCFA. The Irvine Seasonal Handcrew will also remain available for wildland fire response throughout OCFA's jurisdiction as a regional resource while on duty.

Prior Board/Committee Action(s)

At its meeting of June 20, 2018, the Board of Directors reported out of closed session its response to the City of Irvine's June 13 proposal, reiterating its interest in implementing the items described in the OCFA's "Providing Additional Value to the City of Irvine" document, such as the proposed Irvine Seasonal Handcrew Program.

RECOMMENDED ACTION(S)

1. Authorize the addition of 10 limited-term Handcrew Firefighter positions to the Master Position Control list.
2. Approve an adjustment to the Fiscal Year 2018/19 Adopted Budget to increase General Fund (121) appropriations by \$350,000 for partial year funding of the Irvine Seasonal Handcrew.

Impact to Cities/County

In addition to benefitting the City of Irvine, the Seasonal Handcrew will benefit all OCFA members since it will remain available for wildland fire response throughout OCFA's jurisdiction as a regional resource while on duty.

Fiscal Impact

The annual cost of the Seasonal Handcrew Program is \$755,035; however, only two months of funding plus start-up costs (\$350,000) are requested in the FY 2018/19 General Fund budget. Funding for the remainder of the season will be included in the proposed FY 2019/20 budget.

Background

The City of Irvine, with its commitment to open space areas and parks, will greatly benefit from a handcrew module committed to fuels reduction and vegetation management project work. The City maintains at least 214 acres of owned and managed open space. These areas require vegetation management to reduce the accumulation of hazardous fuels made up of mostly non-native invasive plants that, when cured, increase fire ignitions, frequency, and risk.

To begin to mitigate this risk, a proposed third module of the Santiago Handcrew would be implemented as the City of Irvine Seasonal Handcrew Program. This program would include 10 Handcrew Firefighters and a Superintendent (Fire Captain) working the same 4/10 schedule with alternating weekends off. The Handcrew Program would include a seasonal workforce that would begin its work-year in May and continue through the end of peak fire season, typically the end of October each year. Costs included in the Program comprise the staffing costs; two vehicles to transport the crew, supervisor, and tools; uniforms; plants and planting materials; and any tools necessary to outfit the crew for the performance of its mission. Because of the long lead time to purchase and outfit vehicles, a portion of the budget adjustment will fund temporary rentals of needed vehicles.

The benefit to the City would not be limited to the Seasonal Handcrew. As a result of the depth of experience within the OCFA Pre-Fire Management Section, projects will be planned collaboratively between OCFA and City of Irvine staff. This will allow for an effective approach to addressing vegetation management within 214 acres in City-owned and managed open space.

Vegetation management services will include, but are not limited to, selective removal and height reduction of vegetation to improve safety, line of sight, and reduce fuel loading. Where necessary, vegetation thinning will reduce non-native and invasive plants, while selectively thinning native species to ensure ecosystem function and fuel load reduction. The objective of vegetation management within areas adjacent to residences is to reduce the wildfire threat to a home by changing the characteristics of the vegetation adjacent to the home. Examples of vegetation management include:

- Removing all dead vegetation within 100 feet of homes
- Removing plants found on the OCFA undesirable plant list
- Pruning trees and shrubs to provide vertical and horizontal separation
- Altering the arrangement of plants to increase spacing

To reduce costs associated with long term maintenance and management of these grasses, part of this proposal addresses the revegetation of the treatment areas with native plants, such as cactus, that offer long term fire resiliency, slope stability, and ground cover. This will create a fuel modification zone that will slow the fire spread, due to year-round high moisture green vegetation that will act as a heat sink during a fire. For example, not only does cacti help reduce the intensity of a fire, but it also creates and enhances habitat for sensitive species adjacent to open spaces and parks.

Future Approval for Continuation of the Irvine Seasonal Handcrew

It is important to note that, while the OCFA is very dedicated to implementing the items described in the OCFA's "Providing Additional Value to the City of Irvine" document (such as the proposed Irvine Seasonal Handcrew) OCFA must also preserve its ability to plan and prepare for a potential Irvine withdrawal effective July 1, 2020. As such, the proposed Seasonal Handcrew service enhancement is recommended with "limited-term positions" at this point in time, enabling staff to eliminate the positions upon Irvine's withdrawal. In the event the City of Irvine irrevocably rescinds its 2018 Notice of Withdrawal, staff will return to the Board at a future date to request the Program be funded as a permanent-ongoing service enhancement.

Attachment(s)

None.